

SpendSmart® Terms & Conditions

As of April 17, 2025

These terms and conditions (the “Agreement”) govern the use of SpendSmart® from American Express. Your relationship with American Express Company, its subsidiaries and/or affiliates including American Express Travel Related Services Company, Inc. (collectively “American Express”), continues to be governed by the [American Express Online Terms of Service](#) and the [American Express Online Privacy Statement](#).

SpendSmart® is only available to basic account holders of a consumer American Express Card, issued by a U.S. banking subsidiary of American Express or account holders of an American Express Rewards Checking account (collectively referred to as “eligible Card Members”). SpendSmart® is a tool that allows eligible Card Members to create a budget to track and monitor their spending by consolidating their American Express Rewards Checking accounts and consumer credit card accounts with accounts held at other financial institutions.

By selecting “Agree and Get Started”, you agree to be bound by this Agreement, as may be amended from time to time in the future (see “Modifications” below). If you do not agree to this Agreement, then you may not use SpendSmart®. The term “you” or “your” refers to any user of SpendSmart®. You agree to provide true, accurate, and current information about yourself and certify that you are eighteen (18) years of age or older. The term “us” or “we” refers to American Express.

Privacy and your Personal Information

In addition to this Agreement, you agree to the American Express Online Terms of Service and American Express Online Privacy Statement. You further agree that American Express may use and maintain your data according to this Agreement, the American Express Online Privacy Statement, and the SpendSmart® Data Connection Terms and Conditions. You agree that American Express may use aggregated and deidentified data from SpendSmart® that does not individually identify you for its own business purposes.

Account Information from American Express and External Financial Institutions

You consent to American Express sharing your American Express Rewards Checking account and consumer credit card account(s) with SpendSmart®. Following enrollment, you may elect to exclude your American Express accounts from SpendSmart®.

If you want SpendSmart® to retrieve your consumer checking and credit card account data from external financial institutions, you must connect your accounts via Plaid, which includes consenting to the Plaid End-User Privacy Policy and SpendSmart® Data Connection Terms and Conditions which governs how Plaid can access, retrieve, store, use, and share your data.

Any information provided about yourself will be used to facilitate SpendSmart® and used in accordance with our American Express Online Privacy Statement and SpendSmart® Data Connection Terms and Conditions. You agree that you are the owner of any information you

provide about yourself and expressly agree that American Express may use such information for the purposes set out in this Agreement.

You consent to Plaid or any other service provider engaged by American Express sharing the external financial institution information it retrieves on your behalf with American Express as described in the SpendSmart® Data Connection Terms and Conditions.

American Express does not review the external financial institution information for accuracy, legality, or non-infringement. American Express cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of personalization settings or other service interruptions. American Express cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings.

Data displayed in SpendSmart® is updated at least once a day. Such information may be more up to date when obtained directly from your American Express online account or the external financial institution.

Connecting Your External Accounts

By connecting external accounts to SpendSmart®, you agree to be subject to the SpendSmart® Data Connection Terms and Conditions. Furthermore, you agree SpendSmart® is not sponsored or endorsed by any third parties accessible through SpendSmart®. American Express is not responsible for any payment processing errors or fees or other related issues, including those issues that may arise from inaccurate account information.

Except as otherwise provided herein, American Express will not receive or have access to any external financial institution information or any information obtained from third-party websites, and expressly disclaims all liability for such external financial account information, for all information obtained from third-party websites, and in connection with you granting access to third-party websites.

Not an Investment Adviser, Financial Planner, Broker or Tax Advisor

AMERICAN EXPRESS IS NOT PROVIDING LEGAL, TAX, OR FINANCIAL ADVICE. AMERICAN EXPRESS IS NOT ACTING AS AN INVESTMENT ADVISER, FINANCIAL PLANNER, BROKER, OR TAX ADVISOR.

SpendSmart® is intended only to assist you in consolidating and tracking your financial information. The information provided to you through SpendSmart® is dependent on the accuracy, reliability, and completeness of the data you provide, including any external financial institution information you authorize Plaid to obtain.

You agree that American Express has undertaken no independent investigation to verify the valuations, accuracy, or completeness of external financial institution information, and that the inclusion of external financial institution information in SpendSmart® creates no duty or other responsibility for American Express to advise you to take any action or inaction regarding your accounts. You agree you should perform your own evaluation of any information provided to you through SpendSmart® based on your personal financial circumstances and objectives.

Your Registration Information and Electronic Communications

By enrolling in SpendSmart®, you consent to receive all required notices and information related to SpendSmart®, including through electronic communications. Electronic communications may be posted on SpendSmart®, other American Express sites, and/or delivered to your email address American Express has on file for you. It is your responsibility to promptly update us with your complete, accurate contact information, or change your information, including email address, as appropriate, through the instructions provided on SpendSmart®. Notices will be provided in HTML (or, if your system does not support HTML, in plain text) in the text of the email or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser. You agree that all electronic communications provided in any manner described above will constitute good and effective delivery of those communications when posted or sent, regardless of whether you actually or timely access, view, or otherwise retrieve the communications. Your consent to receive communications electronically is valid until you end your relationship with us.

We reserve the right to terminate or change how we provide electronic communications and will provide you with appropriate notice in accordance with applicable law.

Your Use of SpendSmart®

Your right to access and use SpendSmart® is personal to you and is not transferable by you to any other person or entity. You agree to limit your use of SpendSmart® to create a budget to track and monitor your consumer spending. You are only entitled to access and use SpendSmart® for lawful purposes. Accurate records enable American Express to provide SpendSmart® to you. You must provide true, accurate, current, and complete information about your accounts maintained at other financial institutions, as requested in our “link account” setup process, and you may not misrepresent your account information. You are solely responsible for the accuracy of the information you manually enter into SpendSmart®. For SpendSmart® to function effectively, you must also keep your Registration and Account Information up to date and accurate. If you do not do this, the accuracy and effectiveness of SpendSmart® will be affected. You represent that you are a legal owner of, and that you are authorized to provide us with, all account information and other information necessary to facilitate your use of SpendSmart®. Your access and use of the SpendSmart® may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of SpendSmart®, or other actions American Express, in its sole discretion, may elect to take. In no event will American Express be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime. Your sole and exclusive remedy for any failure or non-performance of SpendSmart®, including any associated software or other materials supplied in connection with such services, shall be for American Express to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable service.

Access and Interference

You agree that you will not:

- Use any robot, spider, scraper, deep link, or other similar automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, copy, or monitor SpendSmart® or any portion thereof, without American Express's express written consent, which may be withheld in American Express's sole discretion;
- Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the services, other than the search engines and search agents available through SpendSmart® and other than generally available third-party web browsers (such as Microsoft Edge, Google Chrome, Mozilla FireFox, or Apple Safari);
- Transmit any file which contains viruses, worms, Trojan horses, or any other contaminating or destructive features, or otherwise interfere with the proper working of SpendSmart®;
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of SpendSmart® or attempt to gain an unauthorized access to any portion of SpendSmart®.

Indemnification

You shall defend, indemnify, and hold harmless American Express and its respective direct or indirect subsidiaries, controlled affiliates, agents, officers, directors, shareholders, employees, and representatives from and against all claims, third-party claims, suits, proceedings, losses, liabilities, and expenses (including but not limited to reasonable attorney's fees), whether in tort, contract, or otherwise, that arise out of or relate in whole or in part to, your use of SpendSmart®, or are attributable to your breach of this Agreement.

Modifications

American Express reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, SpendSmart® with or without notice. American Express reserves the right to change SpendSmart® in our sole discretion and from time to time. You agree that American Express shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of SpendSmart®. American Express may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on SpendSmart®). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the SpendSmart® after those changes are posted.

Representations, Warranties, and Waiver

SpendSmart® is provided on an "as is" and "as available" basis only. To the fullest extent permitted under applicable law, American Express does not make, and expressly disclaims, any representation

or warranty of any kind about SpendSmart®. American Express does not warrant that SpendSmart® is error-free. American Express does not warrant the accuracy, reliability, or availability of SpendSmart® or the information contained in SpendSmart®. You are solely responsible for any use you make of SpendSmart® and any action or decision you make based on it. Further, you agree that American Express will not be liable to you or any third party if American Express suspends or terminates your use of the product for any reason. Any material downloaded or otherwise obtained through the use of SpendSmart® is done at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from American Express through or from SpendSmart® will create any warranty not expressly stated in these terms. American Express may choose to delay enforcing or to not exercise rights under this Agreement. If American Express does this, it does not waive its rights to exercise or enforce them on any other occasion.

Governing Law

This Agreement is governed by the laws of the State of New York without regard to conflicts of law principles.

Dispute Resolution

For this section, a “claim” means any current or future claim, dispute or controversy relating to SpendSmart® or this Agreement. If your eligible Card is issued by American Express, any and all claims shall be governed by the Dispute Resolution and/or Arbitration section of your agreement with American Express governing your eligible card accounts, which you can access here: americanexpress.com/en-us/company/legal/cardmember-agreements. If you are only a Rewards Checking account holder, any and all claims shall be governed by the Arbitration subsection set forth below. This section shall survive termination of this Agreement. If any portion of this Dispute Resolution section, except as otherwise provided in the Limitations on Arbitration subsection below, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Dispute Resolution section.

Sending a Claim Notice. Before beginning a lawsuit or arbitration, you and we agree to send a written notice (a claim notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to us must include your name and address and be sent to American Express ADR, c/o CT Corporation System, 28 Liberty Street, New York, New York 10005. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Arbitration. You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's

authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award, and any judgment confirming it, will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

The party electing arbitration may select either JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org). Claims will be resolved pursuant to this Arbitration provision and the rules of the selected organization, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration. If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claim to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Card Members, or other persons similarly situated.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures. This arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations, and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that you and we will not disclose the contact of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section

and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees, but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause. If the arbitrator rules in your favor for an amount greater than any offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Limitation Of Liability

THE INFORMATION, SOFTWARE, PRODUCTS, AND DESCRIPTIONS OF SERVICES PUBLISHED ON SPENDSMART® MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND AMERICAN EXPRESS SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. AMERICAN EXPRESS DOES NOT WARRANT OR REPRESENT THAT THE CONTENT ON SPENDSMART® IS COMPLETE OR UP TO DATE. AMERICAN EXPRESS IS UNDER NO OBLIGATION TO UPDATE ANY CONTENT ON SPENDSMART®. AMERICAN EXPRESS MAY CHANGE THE CONTENT ON SPENDSMART® AT ANY TIME WITHOUT NOTICE. AMERICAN EXPRESS MAY MAKE IMPROVEMENTS OR CHANGES TO SPENDSMART® AT ANY TIME.

YOU AGREE THAT AMERICAN EXPRESS, ITS DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT TO, DAMAGES FOR LOSS OF PROFITS OR REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF AMERICAN EXPRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THE USE OF SPENDSMART®, THE DELAY OR INABILITY TO USE SPENDSMART®, OR ANY OTHER MATTER RELATING TO SPENDSMART®, INCLUDING BUT NOT LIMITED TO (i) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (ii) ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO THROUGH OR FROM SPENDSMART®; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A

USER'S EQUIPMENT, OR FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE, OR OTHER INTERCONNECT PROBLEMS (e.g., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES, OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE. AMERICAN EXPRESS CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO SPENDSMART®.