

Corporate Membership Rewards® Program Terms and Conditions

Last Updated: December 2025

TERMS AND CONDITIONS

These Corporate Membership Rewards® program Terms & Conditions are an extension of the Commercial Card Agreement (the "Agreement") entered into by and between you, the Client and us, American Express. You may participate in the Corporate Membership Rewards program only after being approved by American Express.

I. ABOUT THE PROGRAM

1. IMPORTANT NOTICE

The Corporate Membership Rewards (CMR) program allows corporate clients to enroll their Corporate Cards issued under the Agreement ("Cards") and get one point for every dollar charged for an eligible purchase by the enrolled Cards.

We may add to and/or change the Corporate Membership Rewards program Terms & Conditions at any time. For example, we could:

- Change eligibility requirements
- Change the number of points you can earn for spending
- Change the number of points required to get rewards
- Impose caps and/or fees on earning and/or using points
- Increase annual and/or other program fees
- Cancel rewards

We also may cancel the program at any time, as long as we give you three months notice. During this three-month period, we may change or cancel some or all of the rewards that are current at that time. Once the three months have passed, you'll no longer be able to earn or use points.

Our merchants and rewards may change at any time. Corporate Membership Rewards points ("points") can only be used for rewards that are currently available. Certain rewards are only available for specific time periods.

Some rewards may have additional terms and conditions, including those from our merchants. To see detailed terms and conditions for a specific reward, find your reward on corporatemembershiprewards.com and then click the "Terms & Conditions" link on the reward detail page.

When you redeem points towards rewards, you release American Express and all of its affiliates from liability for your use of points, for the reward and how you use it and for your participation in the program.

American Express and our merchants are not responsible for replacing lost, stolen or damaged certificates, tickets or gift cards. We may refuse your request to use points if any of the participating Cards linked to your account are not in good standing.

These Terms & Conditions apply to your participation in the Corporate Membership Rewards program. Your Card Member Agreement applies to your Linked Card Account.

2. PROGRAM INFORMATION

(2.A) Setting up and using your program account

Enrollment in the Corporate Membership Rewards program is not automatic. The Master Program Administrator ("MPA") must authorize the enrollment at the Company ID-level. If your company does not already have an MPA designated in @ Work, please call 1-888-800-8564 to do so.

To set up a new Corporate Membership Rewards account, your company will first authorize the Corporate Membership Rewards program account that will be the primary account ("Virtual Primary Corporate Membership Rewards Account") tied to your Corporate Membership Rewards program. This is a virtual account that will not be issued a plastic Card. The MPA will be the owner of this account. If there is an MPA change in your company, please call 1-888-800-8564 so that the Virtual Corporate Membership Rewards program account is updated with the new MPA information. If your company is receiving data files, the Virtual Primary Corporate Membership Rewards Account basic control account must be added to those feeds.

Definition of roles:

Master Program Administrator ("MPA"): A role within @ Work given to an individual within a given Company ID (CID) who will oversee all other Program Administrators and employees with permissions to transact on behalf of their Card programs. This role will be the central point of contact for program management at the Master Control Account level. The role will also have authority to approve or edit all transactions within @ Work, apply for Card(s), apply to enroll in the Corporate Membership Rewards program, and delegate or remove @ Work reporting and management permissions to other Program Administrators within the company.

Corporate Membership Rewards Program Administrator ("CMR PA"): The MPA can designate up to five (5) Corporate Cards enrolled in Corporate Membership Rewards program as the CMR PA(s). The MPA can choose to enroll him or herself as a CMR PA. Each CMR PA will have permission to redeem the Corporate Membership Rewards points for all rewards that are available to your Company, through both online and telephone requests. The CMR PA will also have permission to access the Corporate Membership Rewards program center in @ Work to manage Card enrollment in the program and add/remove other CMR PAs within the same CMR program. The CMR PA may be a different employee than the PA of the Corporate Card program who manages other aspects of the program.

Offline Redeemers: The MPA may authorize three (3) other CMR-enrolled employees as "Offline Redeemers." The Offline Redeemers have permission to redeem points for Certificates, Gift Cards, Statement Credit and Pay with Points at eligible merchants except for Amazon.com, through telephone request only. The rewards an Offline Redeemer can redeem through telephone request are subject to change at any time. To learn more please call 1-888-800-8564.

Your company is fully responsible for any MPA, CMR PA, or Offline Redeemers you authorize and for any and all actions they may take with respect to your Corporate Membership Rewards program account, and you release American Express and its parent, subsidiaries and affiliates from any and all liability related to any and all actions of the MPA, CMR PA, and all Offline Redeemers with regards to your Corporate Membership Rewards account.

Enrolling employee Cards

Using the @ Work system, the MPA or CMR PA can enroll up to a maximum of 98 employee Corporate Cards into the company's Corporate Membership Rewards program. Each enrollee in the Corporate Membership Rewards® program must possess an eligible, plastic American Express® Corporate Card, including CMR PA's. The MPA does not have to be enrolled in the CMR program. If the MPA chooses to enroll in the CMR program, their Corporate Card will be counted as part of the 98 employee Cards. The CMR PA Card(s) must be enrolled in the CMR program and counted as part of the 98 employee Cards. Any Card enrolled in the Corporate Membership Rewards program may not be enrolled in an individual Membership Rewards program.

All Corporate Cards (including the MPA and CMR PA's) must have the same Company ID (CID), and each CID can only be linked to a single Corporate Membership Rewards account.

An employee Corporate Card will not earn points until the MPA or a CMR PA enrolls such Corporate Card in the company's Corporate Membership Rewards account.

(2.B) Who can use the program & annual fees

Not all Corporate Cards are eligible to enroll in the Corporate Membership Rewards program. The designated CMR PA(s) and the MPA can enroll eligible Corporate Cards into the program. Use the chart below to see if the Corporate Card is eligible for the program and if there's an additional cost to enroll that Corporate Card. Corporate Cards not listed in the chart below are not eligible for the program.

Eligible Card/Product Name	Cost to Enroll per Corporate Card
American Express® Corporate Green Card	\$90 annual fee
American Express® Corporate Gold Card	None
Corporate Platinum Card® from American Express	None
Corporate Centurion® Card from American Express	None

Please note that these enrollment fees exclude any taxes. The company's Virtual Primary Corporate Membership Rewards Account will be charged the annual enrollment fees and all other CMR-related fees (such as point forfeiture reinstatement) for all Cards enrolled in the Corporate Membership Rewards program. Each American Express® Corporate Green enrolled in the program will be assessed an annual enrollment fee charged to the Virtual Primary Corporate Membership Rewards Account. **This fee will populate within the virtual Basic Control Account.** Annual enrollment fees are nonrefundable and will be billed on the program enrollment date anniversary each year. Both the MPA and CMR PA(s) can access the program online. The MPA or other individuals authorized for Corporate Online Payments (COP) are responsible for paying the fees on the Virtual Primary Corporate Membership Rewards Account. The Corporate Membership Rewards program enrollment date is the day we complete processing the enrollment request. If you un-enroll a Corporate Card in your program account within 30 days of the enrollment date, you'll receive a prorated refund of any applicable annual fees.

Global Dollar Cards or Cards enrolled in a Pay Ahead schedule cannot be enrolled in the program.

Eligible Cards must also:

- Be issued by American Express in the U.S. and billed in U.S. dollars.
- Be in good standing, meaning no account is canceled, past due or in default (under the terms of the Card Member Agreement) at the time of enrollment

Card eligibility may change at any time.

(2.C) Points

Points are not your property. You cannot transfer points to any other person or program account. Points cannot be transferred by operation of law to any person, entity, Card, American Express Card account, Membership Rewards program account, or Corporate Membership Rewards program account.

(2.D) Points

If we cancel¹ your Corporate Membership Rewards program account for any reason (including bankruptcy or insolvency), the company will forfeit all points in the program account.

If you voluntarily cancel¹ your company's enrollment in the program, then the Virtual Primary Corporate Membership Rewards Account will be cancelled immediately, you will have up to thirty (30) days from the date of cancellation to use any and all points in your Corporate Membership Rewards program. If the Master Program Administrator leaves the company, dies, or files for bankruptcy, please call 1-888-800-8564 so that the Virtual Primary Corporate Membership Rewards Program account is updated with the new MPA information.

¹ New York Companies enrolled in Corporate Membership Rewards program receive 90 days to use their points from the date of cancellation. New York Company(ies) means a company with a Corporate Membership Rewards Program account that is linked to a master control account with a New York address.

I. Getting Points

1. Using enrolled Cards

Your Corporate Membership Rewards account will earn one point for every dollar charged for an eligible purchase by Cards enrolled in your company's account. To earn points, Card Member statements must be paid on time for all participating Card accounts. Points will carry over in your program account each year as long as all other Terms & Conditions have been met.

The following transactions are not eligible purchases and you will not earn points for them:

- Corporate Express Cash
- Purchases paid with points
- Purchases and reloads of prepaid cards

- Card account fees and charges (including but not limited to late payment fees, Card account annual fees, foreign transaction fees and delinquency charges)
- Corporate Membership Rewards program fees and charges (including but not limited to annual program fees and charges for unsatisfied Points Advances)

If you enroll a Corporate Card that was already enrolled² in an individual Membership Rewards program account, in your Corporate Membership Rewards program account, that Corporate Card will no longer earn points for the Card Member's individual Membership Rewards program account. All points in the Card Member's individual Membership Rewards account will be forfeited if not used within thirty (30) days of enrolling the employee's Corporate Card in the Corporate Membership Rewards program.

However, if the Corporate Card Member has other American Express Cards linked to a Consumer or OPEN Membership Rewards account, the points from those Cards in their Consumer or OPEN Membership Rewards program account will not be forfeited and will instead remain linked to the other Cards. It is the company's responsibility to tell the Card Member that they are no longer eligible to earn points in their individual Membership Rewards program account on the Corporate Card.

² Notice regarding New York Card Members' account

The cancellation or modification of the card member's account(s) listed above affects points or rewards earned as follows:

Membership Rewards® points: If the card member's account is enrolled in individual Membership Rewards program, card member can redeem any earned Membership Rewards points within 90 days of the cancellation by calling 1-800-297-3276. If the card member does not redeem the points, they will be forfeited unless they have another Card linked to the same Rewards Account that is not canceled. If they have previously been unenrolled from Membership Rewards® program, they had received 90 days to redeem from the date of unenrollment and will not receive an additional 90 days to redeem upon cancellation of their account.

All redemptions of points or rewards are subject to applicable terms and conditions. 'New York Card Member' means a Card Member with a New York Billing address on a linked Card Account.

III. FORFEITING AND GETTING POINTS BACK

1. For Returning Items Purchased with your Card

If you return something that you purchased with any of your enrolled Cards, the statement credit you receive from the return will cause a corresponding deduction of points from your program account.

2. For returning rewards that you got with points

If you return any reward for which returns are permitted (other than items purchased at Amazon.com), you'll either receive the points back in your Corporate Membership Rewards program account or a credit on your Card account in dollars, depending on the reward. If you receive a credit, you can convert it back into points by contacting us at 1-888-800-8564.

3. For making late payments

If the amount due on a Card enrolled in the Corporate Membership Rewards program is not paid within 30 days of the closing date of the billing statement on that Card, or within 60 days for Platinum or Centurion Cards, you will not earn points during the period covered in that statement. In order for the points to be earned, the Card Member must return the Card account to good standing by making all required payments, then the CMR PA can call Corporate Servicing at 1-888-800-8564 to reinstate the points. There is a \$35 fee for each account and billing period for which you reinstate points. If eligible, you have a period of twelve (12) months to reinstate points after they were forfeited.

4. For Misuse of Your Account

If the MPA, a CMR PA, an Offline Redeemer, or any employee, agent, representative or contractor of yours attempt to use or earn points in a fraudulent way, we may:

- Take away all points in your program account
- Cancel your program account
- Cancel any and/or all of your American Express® Cards

IV. USING POINTS

1. Using points for Certificates and Gift Cards

Most Certificates and Gift Cards arrive within 7 business days. You can choose expedited delivery for some Certificates and Gift Cards, but this service comes with a fee.

Certificates and Gift Cards that you get with points can be used by anyone or combined unless they say otherwise, but they cannot be combined with other promotional offers, unless the merchant says otherwise and except as required by applicable law. Accepting a Certificate or Gift Card is up to the participating merchant, but photocopies will not be honored.

Certificates and Gift Cards cannot be used for purchases you already made or as a payment on any existing account balance. They have no cash value and cannot be redeemed for cash or its equivalent, and you cannot get a cash return for any unused amount, unless the Certificate or Gift Card says otherwise and except as required by applicable law.

Neither American Express nor the merchant is responsible for lost or stolen Certificates or Gift Cards.

Certificates and Gift Cards cannot be used anywhere they are not legal. Any other terms, conditions or restrictions included with them also apply.

American Express® Reward Cards can be used at U.S. merchants that accept American Express® Cards except cruise lines, ATMs and recurring billing. Visit americanexpress.com/reward for complete terms. This Card is issued pursuant to a loyalty, reward or other promotional program. Card issued by American Express Prepaid Card Management Corporation.

2. Using points for American Express® Gift Cards at amexgiftcard.com

You can only use points for American Express Gift Cards online. When you use points for an American Express Gift Card:

- Your CMR PA Card will be charged for the Gift Card
- American Express will deduct the points from your program account
- American Express will apply the accompanying credit to your CMR PA Card

The credit to your CMR PA Card may appear during a different billing cycle than the charge for your purchase. You are responsible for paying the amount due on your Card statement by the due date. Any credit to your CMR PA Card in connection with these purchases cannot be converted into points. If the points you use for the American Express Gift Card does not cover the entire amount of the charge, the difference will remain charged to your CMR PA Card. We will not ship Gift Cards ordered online at americanexpress.com/gift to the states of VT and HI.

The funds on an American Express Gift Card do not automatically expire after the "Valid Thru" date printed on the American Express Gift Card. If you have leftover funds on your American Express Gift Card after the Valid Thru date, call the Customer Service number on or provided with your Gift Card to get a replacement Gift Card or information about a refund.

3. Using Pay with Points to book travel on American Express® Travel, for products through CorporateMembershipRewards.com and elsewhere

When you use Pay with Points anywhere except on Amazon.com (including products through corporatemembershiprewards.com and American Express Travel) three things will happen:

- Your CMR PA Card will be charged for your purchases
- American Express will deduct points from your program account
- American Express will apply an accompanying credit to your CMR PA Card

The credit to your CMR PA Card may appear during a different billing cycle than the charge for your purchase. You are still responsible for paying the amount due on your Card statement by the due date. Any credit to your CMR PA Card in connection with these purchases cannot be converted back into points.

If the points you use through Pay with Points do not fully cover the entire amount of the charge, the difference will remain charged to your CMR PA Card.

Point minimums

You must use a minimum amount of points for some Pay with Points rewards:

- American Express Travel: 5,000 points

4. Shop with Points at Amazon.com

The Terms & Conditions for Shop with Points at Amazon.com apply to eligible purchases made with points at Amazon.com. The following Corporate Membership Rewards terms also apply to purchases made through the use of Corporate Membership Rewards points at Amazon.com.

Linking your accounts

To use points at Amazon.com, you must first link your Corporate Membership Rewards program account with your Amazon.com account and agree to the Shop with Points at Amazon.com Terms and Conditions. Only CMR PAs with CMR PA Cards enrolled in the Corporate Membership Rewards program and in good standing can link their accounts and use points to make eligible purchases at Amazon.com.

Ordering

The PA may make eligible purchases at Amazon.com using only points, or a combination of points and available credit on the CMR PA Card. When a CMR PA uses points at Amazon.com for their entire purchase, American Express will charge the purchase to the CMR PA Card and deduct the points used from the program account, and you will see a corresponding statement credit for the points used. If you elect to use points for only a portion of your purchase, American Express will separately charge the portion of your purchase that you did not cover with points to the CMR PA Card account after the purchase ships. For example, if you make a \$500 purchase and elect to cover \$300 of that purchase with points, American Express will:

- Charge the CMR PA account \$300,
- Apply a \$300 credit to the CMR PA account, and
- After the purchase ships, charge the CMR PA account \$200

Returning products purchased at Amazon.com

Returns are subject to Amazon.com's policies and must be authorized by Amazon.com before you receive a statement credit for the points used.

5. Using points for Statement Credit

To redeem points for a Statement Credit on the CMR PA's billing statement, the CMR PA must either make such request online or call 1-888-800-8564. To redeem points for Statement Credit on another enrolled Corporate Card's billing statement, including other CMR PAs, the CMR PA's previous billing statement must have no balance or a negative balance. The CMR PA must call 1-888-800-8564 to request a Statement Credit transfer. Please note redemptions for Statement Credits may take up to five business days to appear on the applicable Card's billing statement, and may appear on a statement in a different billing cycle than the date the Statement Credit or the transfer was requested. The CMR PA and enrolled Card Members are responsible for paying the amount due on their corresponding Card's billing statement by the due date.

V. ADDITIONAL TERMS

If your ability to make charges on your Card is suspended³ for any reason (including bankruptcy or insolvency of your employer), your ability to use the points in your Corporate Membership Rewards program account will also be suspended. You can use the points in your Corporate Membership Rewards program account once your ability to make charges on your Card has been restored, as long as you meet all other conditions listed in these Terms & Conditions. It is your responsibility to find out if you are liable for any federal, state or local taxes as a result of earning or using points.

All questions or disputes about program eligibility, earning points or using points will be resolved solely by American Express.

The Membership Rewards program is owned and operated by American Express Travel Related Services Company, Inc.

These Terms & Conditions replace all previous versions and are governed and construed under the laws (excluding conflicts of law provisions) of New York.

³ For New York Companies enrolled in Corporate Membership Rewards program, you can continue to use points in this scenario. New York Company(ies) means a company with a Corporate Membership Rewards Program account that is linked to a master control account with a New York address.

VI. CLAIMS RESOLUTION

This section explains how Claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision.

- a. **Notice of Claim.** Before filing a lawsuit or beginning a mediation or arbitration regarding a Claim, you and we agree to send a written notice (*Claim notice*) to each party against whom the Claim is asserted. This provides the parties an opportunity to resolve the Claim informally or through mediation. The Claim notice must describe the nature and basis of the Claim and state the specific amount or other relief demanded. Notice to us must include your name, your Merchant name, address, and Merchant Number and be sent to our notice address set forth in section

4.b of the General Provisions. If the Claim proceeds to arbitration, the amount of any relief demanded by you or us in a Claim notice shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled on the Claim.

- b. **Mediation.** In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.
 - i. **Initiation of Mediation.** Before beginning a mediation, you or we must first provide the Claim notice described above. Within ninety (90) days after sending or receiving a Claim notice, you or we may submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association (“AAA”) (1-800-778-7879, adr.org) for mediation, or to an alternative mediator mutually agreed upon in writing by you and us.
 - ii. **Conduct of Mediation.** You and we agree to cooperate in selecting a mediator from a panel of neutrals and in scheduling the mediation proceedings. Both parties will share equally the costs of any mediation proceedings.
 - iii. **Confidentiality/Tolling.** All communications made for the purpose of, in the course of, or pursuant to the mediation shall be confidential, and no evidence of any such communication shall be admissible for any purpose or subject to discovery. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled from thirty (30) days following the sending of the Claim notice for sixty (60) days or until termination of the mediation, whichever is earlier.
 - iv. **Effect.** If we do not reach a resolution within a period of ninety (90) days from the first meeting of the parties in mediation, then the parties will settle the Claim through binding arbitration as set forth in section (c) below.
- c. **Arbitration.** You or we may elect to resolve any Claim by individual, binding 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 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.

- i. **Initiation of Arbitration.** Before beginning an arbitration, you or we must first provide the Claim notice described above. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization’s rules in effect when the Claim is filed, 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 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). Any arbitration hearing that you attend shall take place in New York, New York unless the parties agree to an alternate venue.
- ii. **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 Claims 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 Merchants or other persons similarly situated.** 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. This prohibition is intended to, and does, preclude you from participating in any action by any trade association or other organization against us. 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.
- iii. **Previously Filed Claims/No Waiver.** You or we may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Either you or we may choose to delay enforcing or to not exercise rights under this arbitration provision, including the right to elect to arbitrate a Claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class action lawsuit relating to the “Honor All Cards,” “non-discrimination,” or “no steering” provisions of the Merchant Regulations, or any similar provisions of any prior Card acceptance agreement, that was filed against us prior to the effective date of the Agreement.
- iv. **Arbitrator’s Authority.** The arbitrator shall have the power and authority to award any relief that would have been available in court, including equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, shall grant specific performance whenever possible. The arbitrator shall have no power or authority to alter the Agreement or any of its separate provisions, including this section, nor to determine any matter or make any award except as provided in this section.

- v. Split Proceedings for Equitable Relief. Either you or we may seek equitable relief in aid of arbitration prior to arbitration on the merits to preserve the status quo pending completion of such process. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, including legal fees, to be paid by the party against whom enforcement is ordered.
- vi. Small Claims Court; Injunctive Relief. We shall not elect to use arbitration under this section for any Claim you properly file in a small claims court so long as the Claim seeks individual relief only and is pending only in that court. Injunctive relief sought to enforce the provisions of sections 8.a and 8.b of the General Provisions is not subject to the requirements of this section. This section is not intended to, and does not, substitute for our ordinary business practices, policies, and procedures, including our rights to Chargeback and to create Reserves.
- vii. Governing Law/Arbitration Procedures/Entry of Judgment. This section is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and shall honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence, provided that any party may request that the arbitrator expand the scope of discovery by doing so in writing and copying any other parties, who shall have fifteen days to make objections, and the arbitrator shall notify the parties of his/her decision within twenty days of any objecting party's submission. If a Claim is for \$10,000 or less, you or we may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the rules of the selected arbitration organization. At the timely request of a party, the arbitrator shall provide a written and reasoned opinion explaining his/her award. The arbitrator's decision shall be final and binding, except for any rights of appeal provided by the FAA. If a Claim is for \$100,000 or more, or includes a request for injunctive relief, (a) you and we shall be entitled to reasonable document and deposition discovery, including (x) reasonable discovery of electronically stored information, as approved by the arbitrator, who shall consider, *inter alia*, whether the discovery sought from one party is proportional to the discovery received by the other party, and (y) no less than five depositions per party; and (b) within sixty (60) days of the initial award either party can file a notice of appeal to a three-arbitrator panel administered by the selected arbitration organization, which shall reconsider de nova any aspect requested of that award and whose decision shall be final and binding. If more than sixty (60) days after the written arbitration decision is issued the losing party fails to satisfy or comply with an award or file a notice of appeal, if applicable, the prevailing party shall have the right to seek judicial confirmation of the award in any state or federal court where your headquarters or assets are located.
- viii. Confidential Proceedings. The arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings shall be deemed to be confidential information not to be disclosed to any other party. All offers, promises, conduct, and statements, whether written or oral, made in the course of the Claim resolution, negotiations, mediations, arbitration, and proceedings to confirm arbitration awards by either party, its agents, employees, experts or attorneys, or by the mediator or arbitrator, including any arbitration award or judgment related thereto, are confidential, privileged, and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the parties or non-parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation, mediation, or arbitration.
- ix. Costs of Arbitration Proceedings. Both parties will share equally the costs of any arbitration proceedings.
- d. Definitions. For purposes of section 7 of the General Provisions only, (i) we, our, and us include any of our Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, and (ii) you and your include any of your Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing.
- e. Continuation. This section will survive termination of this Agreement, any legal proceeding to collect a debt, any bankruptcy and any sale of you or your assets (in the case of a sale, its terms will apply to the buyer). If any portion of this Dispute Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Dispute Resolution section, the Agreement or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

CONTACT US

If you have questions about anything in these Terms & Conditions, please contact us at 1-888-800-8564.