Cardmember Agreement: Part 1 of 2

Platinum Card® from American Express for Goldman Sachs
Issuer: American Express National Bank

Rates and Fees Table

<table>
<thead>
<tr>
<th>Interest Rates</th>
<th>Description</th>
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</table>
| **Annual Percentage Rate (APR) for Pay Over Time Feature** | Prime Rate + 12.74% to Prime Rate + 19.74%  
This is a variable APR. See *Explanation of Variable Rates* below. |
| **APR for Cash Advances**                           | Prime Rate + 21.99%  
This is a variable APR. See *Explanation of Variable Rates* below. |
| **Penalty APR and When it Applies**                | Prime Rate + 26.74%  
This is a variable APR. See *Explanation of Variable Rates* below.  
This APR will apply to your Account if you:  
1) make one or more late payments; or  
2) make a payment that is returned by your bank.  
We may also consider your creditworthiness in determining whether or not to apply the penalty APR to the Pay Over Time balance(s) on your Account.  
**How Long Will the Penalty APR Apply?** If the penalty APR is applied, it will apply for at least 6 months. We will review your Account every 6 months after the penalty APR is applied. The penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.  
**Paying Interest**  
Your due date is at least 25 days after the close of each billing period. We will not charge you interest on charges automatically added to a Pay Over Time balance if each month you pay your Account Total New Balance on your billing statement (or, if you have a Plan balance, your Adjusted Balance on your billing statement) by the due date. If you have Cash Advance on your Account, we will begin charging interest on cash advances on the transaction date.  
If you are enrolled in Pay Over Time Select: we will begin charging interest on purchases added to a Pay Over Time Select balance at your request on the date that they are added to your Pay Over Time Select balance.  
**Plan Fee (Fixed Finance Charge)**  
For purchase amounts in a Pay Over Time balance: A monthly fee up to 1.33% of each purchase amount moved into a plan based on the plan duration, the APR that would otherwise apply to the purchase amount, and other factors. For purchase amounts in a Pay In Full balance: A monthly fee up to 1.33% of each purchase amount moved into a plan based on the plan duration, the APR that applies to the Pay Over Time feature at the time you create the plan, and other factors.  
**For Credit Card Tips from the Consumer Financial Protection Bureau**  
To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at [http://www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).  
**Fees**  
**Annual Membership Fee** $695  
**Transaction Fees**  
- Cash Advance  
  Either $10 or 5% of the amount of each cash advance, whichever is greater.  
- Foreign Transaction  
  None.  
**Penalty Fees**  
- Late Payment  
  Up to $40  
- Returned Payment  
  Up to $40  

*How we calculate interest:* We use the Average Daily Balance method (including new transactions). See the *How we calculate interest* section in Part 2.

*Explanation of Variable Rates:* If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period. The Daily Periodic Rate (DPR) is 1/365th of the APR, rounded to the nearest one ten-thousandth of a percentage point. The variable penalty APR will not exceed 29.99%.
How Rates and Fees Work

<table>
<thead>
<tr>
<th>Rates for Pay Over Time and/or Cash Advance balance(s)</th>
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<tr>
<td>Penalty APR for new transactions</td>
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<th>Fees</th>
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<tr>
<td>Account Re-opening</td>
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<tr>
<td>Cash Advance</td>
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<tr>
<td>Foreign Transaction</td>
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How Pay Over Time Works

- We may offer you Pay Over Time, which allows you to pay eligible charges over time, with interest. Pay Over Time has two settings: on and off. When on, we will automatically add new eligible charges to your Pay Over Time balance. When off, no new charges will be automatically added to your Pay Over Time balance. You can change your setting at any time, but your setting at 8 p.m. EST will determine whether a charge made that day is automatically added to your Pay Over Time balance. To view or change your Pay Over Time setting, visit your online account or call the number on the back of your Card. If you transfer to a new Card with the same Account number, your Pay Over Time setting at time of transfer will remain in effect on your new Card.
- If you have the Pay Over Time Select feature on your Account: you can request to add eligible purchases not already in a Pay Over Time balance from the current or preceding billing period to your Pay Over Time Select balance. If we approve your request, we will add the purchase to your Pay Over Time Select balance. If we decline your request, you must pay the purchase in full by the Payment Due Date. If you have the Pay Over Time Travel feature on your Account: we will automatically add eligible travel-related purchases to your Pay Over Time Travel balance regardless of whether your Pay Over Time setting is on or off. If you request to cancel your Pay Over Time Travel feature, you will not be able to re-enroll.

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.
How Your American Express Account Works

Introduction

About your Cardmember Agreement
This document together with Part 1 make up the Cardmember Agreement (Agreement) for the Account identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement. When you use the Account (or you sign or keep the card), you agree to the terms of the Agreement.

Changing the Agreement
We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement. We cannot increase the interest rate on existing balances except in limited circumstances. Changes to some terms may require 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Cardmembership.

Words we use in the Agreement
We, us, and our mean the issuer shown on page 1 of Part 1. You and your mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account. You are the Basic Cardmember. You may request a card for an Additional Cardmember (see About Additional Cardmembers in Part 2). Card means any card or other device that we issue to access your Account. A charge is any amount added to your Account, such as purchases, cash advances, fees and interest charges. A purchase is a charge for goods, services, or person-to-person transactions.

A cash advance is a charge to get cash or cash equivalents, including travelers cheques, gift cheques, foreign currency, money orders, digital currency, casino gaming chips, race track wagers, and similar offline and online betting transactions. A person-to-person transaction is a charge for funds sent to another person or a charge to add funds to your Amex Send® Account. A plan is a portion of your account balance that you have selected to pay through a set number of monthly payments using Plan It. To pay by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see About your payments in Part 2).

About using your card

Using the card
You may use the card to make purchases. At our discretion, we may permit you to make cash advances.

We decide whether to approve a charge, including cash advances subject to Limits on Cash Advances and person-to-person transactions subject to Limits on person-to-person transactions below, based on how you spend and pay on this Account and other accounts you have with us and our Affiliates. We also consider your credit history and your personal resources that we know about.

You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:

- the merchant may charge your account at regular intervals; or
- you may make charges using that stored card information.

We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.

Keep your card safe and don’t let anyone else use it. If your card is lost or stolen or your Account is being used without your permission, contact us right away. You may not use your Account for illegal activities.

Promise to pay
You promise to pay all charges, including:

- charges you make, even if you do not present your card or sign for the transaction,
- charges that other people make if you let them use your Account, and
- charges that Additional Cardmembers make or permit others to make.

Pay Over Time Limit
If you have Pay Over Time, we assign a Pay Over Time Limit to your Account. The Pay Over Time Limit applies to the total of your Pay Over Time, Cash Advance, and Plan balances. Your Pay Over Time balance cannot exceed your Pay Over Time Limit. When there is a delay in posting cash advances or plans to your Account, the total of your Pay Over Time, Cash Advance, and Plan balances may exceed your Pay Over Time Limit. We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit. If you have Pay Over Time on your Account, your Pay Over Time Limit is shown on page 1 of Part 1 and on each billing statement. We may increase or reduce your Pay Over Time Limit at any time, including when you change the Pay Over Time setting from off to on. We may do so even if you pay on time and your Account is not in default. We will tell you if we change your Pay Over Time Limit. You must pay in full, by the Payment Due Date, all charges that are not added to a Pay Over Time, Cash Advance, or Plan balance.

Limits on Cash Advances
Your Cash Advance balance may not exceed:

- Zync Card® $3,000
- Green Card $3,000
- Gold Card $6,000
- Platinum Card® $8,000
- Centurion® Card $10,000

There may also be a limit on the amount of cash and number of times you can obtain cash from ATMs in a given period.

You agree to manage your Account so that your Cash Advance balance (including fees and interest) is not more than the Limit on Cash Advances. For purposes of the Limits on Cash Advances, your Cash Advance balance will be determined by adding new cash advance transactions to the ending Cash Advance balance of the prior day. In addition, we may not approve a cash advance transaction if it would cause the total of your Pay Over Time and/or Cash Advance balance and Plan balance to go over your Pay Over Time Limit.
### Limits on person-to-person transaction

Your person-to-person transactions may not exceed the following limits within any 30-day period:

- **One from American Express** $2,000
- Zync Card® $2,000
- Green Card $2,000
- Gold Card $2,000
- Platinum Card® $4,000
- Centurion® Card $5,000

### Declined transactions

We may decline to authorize a charge. Reasons may include suspected fraud and our assessment of your creditworthiness. This may occur even if your Account is not in default.

### More About Pay Over Time

With Pay Over Time, you have the option to pay eligible charges over time with interest (see *When we charge interest* in Part 2). You can choose to pay your Account Total New Balance in full each month, the Minimum Payment Due, or any amount in between (see *When you must pay* in Part 2).

We automatically add eligible charges, including Annual Membership Fees, to your Pay Over Time balance if the Pay Over Time feature is on at 8 p.m. Eastern Time on the transaction date provided by the merchant or on the date when an eligible Annual Membership Fee is charged to your Account. The transaction date provided by the merchant may differ from the date you made the purchase if, for example, there is a delay in the merchant submitting the transaction to us or if the merchant uses the shipping date as the transaction date.

### About the Plan It feature

We may offer you Plan It, which allows you to create a payment plan for qualifying purchases or a qualifying amount, subject to a plan fee. This fee is a fixed finance charge that will be charged each month that a plan is active.

You may use this feature by selecting qualifying purchases or a qualifying amount and a plan duration. You will be able to view the monthly plan payments, including the plan fee, for your selection. Each plan fee will be disclosed before you choose the applicable plan. If you create a plan for a purchase or an amount in your Pay Over Time balance, the purchase or amount will be moved to a plan balance and will be subject to a plan fee instead of the APR that would otherwise apply to the purchase amount. If you create a plan for a purchase or amount that is in your Pay In Full balance, the purchase or amount will be moved to a plan balance and will be subject to a plan fee based on the APR that applies to the Pay Over Time feature at the time you create the plan.

A qualifying purchase for Plan It is a purchase of at least a specified dollar amount. A qualifying amount for Plan It is a specified portion of your balance. The following are not qualifying purchases or amounts: cash or cash equivalents, purchases subject to Foreign Transaction Fees, or any fees owed to us, including Annual Membership Fees.

### About your payments

**When you must pay**

You must pay the Amount Due, or Minimum Payment Due, if applicable, no later than the Payment Due Date shown on your billing statement to avoid a late payment fee. Each billing statement also states the time and manner by which you must make your payment for it to be credited as of the same day it is received. For your payment to be considered on time, we must receive it in such time and manner by the Payment Due Date shown on your billing statement.

Each billing statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the billing statement. Each Closing Date is about 30 days after the previous billing statement's Closing Date.
How to make payments

Make payments to us in U.S. dollars with:
- a single check drawn on a U.S. bank, or
- a single negotiable instrument clearable through the U.S. banking system, for example a money order, or
- an electronic payment that can be cleared through the U.S. banking system.

When making a payment by mail:
- make a separate payment for each account,
- mail your payment to the address shown on the payment coupon on your billing statement, and
- write your Account number on your check or negotiable instrument and include the payment coupon.

If your payment meets the above requirements, we will credit it to your Account as of the day we receive it, as long as we receive it by the time disclosed in your billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.

If your payment does not meet the above requirements, there may be a delay in crediting your Account. This may result in late fees and additional interest charges (see the Rates and Fees Table and How Rates, Fees and Pay Over Time Work in Part 1).

We will not accept a payment made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S.

If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.

How we apply payments and credits

If your statement includes a Pay Over Time and/or Cash Advance New Balance, it will show a Minimum Payment Due. The Minimum Payment Due includes the Pay in Full New Balance plus the Pay Over Time and/or Cash Advance Minimum Due and the Plan Payment Due. Your Account may have balances with different interest rates. For example, a Pay Over Time balance may have a lower interest rate than a Cash Advance balance. Your Account may also have Plan balances which are assessed plan fees. Below is how we generally apply payments in a billing period:

- We apply your payments – up to the Minimum Payment Due – first to the Pay in Full New Balance and then to any plan amounts included in your Minimum Payment Due, then to the Pay Over Time and/or Cash Advance New Balance. When applying a payment to the Pay Over Time and/or Cash Advance balances, we apply it first to the balance with the lowest interest rate and then to balances with higher interest rates.

- After the Minimum Payment Due has been paid, we apply payments first to the Pay Over Time and/or Cash Advance balances with the highest interest rate and then to balances with lower interest rates, and then to any Plan balances.

In most cases, we apply a credit to the same balance as the related charge. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose. If you receive a credit for a purchase added to a plan, you must call us at the number on the back of your card to have the credit applied to the plan balance.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

The Minimum Payment Due is the sum of the following on your billing statement:

A. The Pay In Full New Balance
B. Any Pay Over Time and/or Cash Advance Minimum Due
C. Any Plan Payment Due

Above amounts include any past due amounts.

Your Pay Over Time and/or Cash Advance Minimum Due is the highest of:

1. $40
2. 2% of the Pay Over Time and/or Cash Advance New Balance
3. The total calculated by following these steps: Use the Pay Over Time and/or Cash Advance New Balance minus the Interest charged on the billing statement as the Amount to calculate the sum of (a) through (c) below:
   (a) 1% of the Amount from $0 through $20,000
   (b) 2% of the Amount from $20,000.01 through $35,000
   (c) 5% of the Amount above $35,000

   Then continue with the following steps:
   (d) Divide the sum from steps (a) through (c) by the Amount and round to four decimals
   (e) Multiply by the Amount
   (f) Add the Interest charged on the billing statement

Plus any Pay Over Time and/or Cash Advance amount past due.

Your Pay Over Time and/or Cash Advance Minimum Due will not exceed your Pay Over Time and/or Cash Advance New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

**EXAMPLE:** You have: a Pay In Full New Balance of $200 and a Pay Over Time and/or Cash Advance New Balance of $30,300, which includes Interest of $300

1. $40
2. 2% multiplied by $30,300 equals $606
3. $30,300 minus $300 equals $30,000
   (a) 1% multiplied by $20,000 equals $200
   (b) 2% multiplied by ($30,000 minus $20,000) equals $200
   (d) ($200 plus $200) divided by $30,000 equals 0.0133
   (e) $30,000 multiplied by 0.0133 equals $399
   (f) $399 plus $300 equals $699

The highest of (1), (2) or (3) is $699. The Pay Over Time and/or Cash Advance Minimum Due of $699 plus the Pay in Full New Balance of $200 together make up the Minimum Payment Due of $899.
We use the Prime Rate from the rates section of Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee (other than certain participation fees for a credit card account).

To listen to this statement, as well as a description of your payment obligation for this Account, call us at 855-531-0379.

If you are a covered borrower, the Claims Resolution section of this Agreement will not apply to you in connection with this Account. Instead, the Claims Resolution for Covered Borrowers section will apply.
About Additional Cardmembers

At your request, we may issue cards to Additional Cardmembers. They do not have accounts with us but they can use your Account subject to the terms of this Agreement. We may report an Additional Cardmember’s use of your Account to credit reporting agencies. You are responsible for all use of your Account by Additional Cardmembers and anyone they allow to use your Account. You must pay for all charges they make.

You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.

If you want to cancel an Additional Cardmember’s right to use your Account (and cancel their card) you must tell us.

If an Annual Membership fee applies for an Additional Card, please refer to the refund policy disclosed in the Closing your Account sub-section of your Cardmember Agreement. If a single Annual Membership fee applies for a group of Additional Cards on your Account, this policy will apply when you cancel the Additional Card on which the fee was assessed. If an Annual Membership fee applies to Additional Cards on your Account, it is shown on page 2 of Part 1 of the Cardmember Agreement.

Converting charges made in a foreign currency

If you make a charge in a foreign currency, AE Exposure Management Ltd. (*AEEML*) will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.

Changing your billing address

You must notify us immediately if you change the:

- mailing address where we send billing statements;
- e-mail address to which we send notice that your billing statement is available online.

If you have more than one account, you need to notify us separately for each account.

We may update your billing address if we receive information that it has changed or is incorrect.

Closing your Account

You may close your Account by calling us or writing to us. If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.

If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.

Cancelling or suspending your Account

We may:

- cancel your Account,
- suspend the ability to make charges,
- cancel or suspend any feature on your Account, and
- notify merchants that your Account has been cancelled or suspended.

If we do any of these, you must still pay us for all charges under the terms of this Agreement.

We may do any of these things at our discretion, even if you pay on time and your Account is not in default.

If your Account is cancelled, you must destroy your cards.

We may agree to reinstate your Account after a cancellation. If we do this, we may:

- reinstate any additional cards issued on your Account,
- charge you any applicable annual fees, and
- charge you a fee for reinstating the Account.

About default

We may consider your Account to be in default if:

- you violate a provision of this Agreement,
- you give us false information,
- you file for bankruptcy,
- you default under another agreement you have with us or an affiliate,
- you become incapacitated or die, or
- we believe you are unable or unwilling to pay your debts when due.

We consider your Account in default, we may, to the extent permitted by federal and applicable state law:

- suspend your ability to make charges,
- cancel or suspend any feature on your Account,
- require you to pay more than your Minimum Payment Due immediately, and
- require you to pay your Account balance immediately.

Collection costs

You agree to pay all reasonable costs, including attorneys’ fees, that we incur to collect amounts you owe.

Credit reports

You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.

You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.

If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.

Sending you notices

We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.
Servicing and Collections

If you dispute a charge with a merchant, we may credit the disputed amount to your Account. Some federal agencies may accept the card under authority of statute. When you make charges at these merchants, we may credit your Account with a refund on the outstanding balances from your purchase. Service charges not in excess of those permitted by law will be charged on the outstanding balances from your purchase.

We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about.

We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.

How we handle electronic debits from your checking account

When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution:

- the amount,
- the routing number,
- the account number, and
- the check serial number.

If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement.

Privacy Act of 1974 notice

Some federal agencies may accept the card under authority of statute. When you make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.

Changing benefits

We have the right to add, modify or delete any benefit or service of your Account at our discretion.

Assigning the Agreement

We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

Assigning claims

If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charged. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant.

You agree that you will not pursue any claim against the merchant for the credited amount. You must cooperate with us if we decide to do so.

We do not waive our rights

We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

Governing law

Utah law and federal law govern this Agreement and your Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold your Account in Utah. We entered into this Agreement with you in Utah.

In addition, if your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to your account, we elect to offer your card account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

Notice to Oregon Residents

Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

Notice for residents of Washington State

In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See Your Right to Reject Arbitration below.

For this section, you and us includes any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation 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 or through mediation. 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 you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR or 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.

Mediation
In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to the American Express ADR (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

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.

Initiating Arbitration
Before beginning arbitration, you or we must first send a claim notice. 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 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. sec. 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 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 cardmembers or other persons similarly situated.

Without 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 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 we will not disclose the content 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.

Additional Arbitration Awards
If the arbitrator rules in your favor for an amount greater than any final 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.

Your Right to Reject Arbitration
You may reject this Arbitration provision by sending a written rejection notice to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation
This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims 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 Claims Resolution section.
Claims Resolution for Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation or arbitration. For this section, you and us includes any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your Card account, this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to Card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice
Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a claim notice) to us. Go to americanexpress.com/claim for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration. We may request that we resolve a claim by mediation or arbitration as stated in this section and/or to challenge an arbitrator award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 30 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.

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