Card Member Agreement: Part 1 of 3

As of: 12/31/2025

Issuer: American Express National Bank
Bonvoy Amex Card

Rates and Fees Table

Interest Rates	
Annual Percentage Rate (APR) for Purchases	**Prime Rate + 12.74% to Prime Rate + 21.74%** 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. We have the right to apply the Penalty APR to new Transactions if: • you do not pay at least the Minimum Payment Due by the Payment Due Date; or • your payment is returned by your bank and we will notify you if we do. **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 purchases if you pay each month your entire balance (or, if you have a plan outstanding, your balance adjusted for plans) by the due date. We will begin charging interest on cash advances on the transaction date.
Plan Fee (Fixed Finance Charge)	A monthly fee of up to **1.33%** of each purchase or amount moved into a plan based on the plan duration, the APR that would otherwise apply to the purchase, 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.**

Fees	
Annual Fee	**$95**
Transaction Fees • **Cash Advance** • **Foreign Transaction**	 Either **$10** or **5%** of the amount of each cash advance, whichever is greater. **None**
Penalty Fees • **Late Payment** • **Returned Payment** • **Overlimit**	 Up to **$40**. Up to **$40**. **None**

How we calculate interest: We use a method called average daily balance method (including new purchases). See the *How we calculate interest* section in Part 2.

How Rates and Fees Work

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 during which the Prime Rate has changed. Variable APRs will not exceed 29.99%.

Determining the Prime Rate: Prime Rate means the highest U.S. Prime Rate published in the rates section of *The Wall Street Journal* on the Closing Date of the billing period. If *The Wall Street Journal* does not publish the Prime Rate on that day, we will use the Prime Rate from the previous day it was published. If *The Wall Street Journal* is no longer published or stops publishing the Prime Rate, we may use the Prime Rate published in another newspaper of general circulation.

Fees

We add fees to a purchase balance, unless we tell you otherwise.

Annual Fee: This fee is on the *Rates and Fees Table* on page 1 of Part 1.

Annual Fee for Additional Cards: None.

Plan Fee (Fixed Finance Charge): Monthly, up to 1.33% of each purchase or amount placed into a plan based on the plan duration, the APR that would otherwise apply to the purchase or amount, and other factors. This fee is a fixed finance charge that will be charged each month that a plan is active. The dollar amount of your plan fee will be disclosed before you set up a plan. For more information, see *About Plan It* Feature in Part 2 of your Card Member Agreement.

Cash Advance: 5% of the cash advance transaction (including fees charged by the ATM operator, if any), with a minimum of $10. We will add this fee to the Cash Advance balance.

Foreign Transaction: None.

Late Payment: Up to $40. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is $29. If this happens again within the next 6 billing periods, the fee is $40. However, the late fee on a billing statement will not exceed the Minimum Payment Due on your prior billing statement.

Returned Payment: Up to $40. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is $29. If you do this again within the same billing period or the next 6 billing periods, the fee is $40. However, the returned payment fee on a billing statement will not exceed the applicable Minimum Payment Due on your prior billing statement.

Returned Check: $38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.

Overlimit: None. See *Credit Limit and Cash Advance Limit* in Part 1.

Account Re-opening: $25 if your Account is cancelled, you ask us to re-open it, and we do so.

Credit, Cash Advance and Person to Person Limits

Credit limit and Cash Advance Limit: We assign a *Credit Limit* to your Account. We may make part of your Credit Limit available for cash advances (*Cash Advance Limit).* There may also be a limit on the amount you can withdraw from ATMs in a given period.

The Credit Limit and Cash Advance Limit are shown on page 1 of Part 1 and on each billing statement. We may increase or reduce your Credit Limit and Cash Advance Limit. We may do so even if you pay on time and your Account is not in default.

You agree to manage your Account so that:

- your Account balance (including fees and interest) is not more than your Credit Limit, and
- your cash advance balance (including fees and interest) is not more than your Cash Advance Limit

We may approve charges that cause your Account balance to go over your Credit Limit. If we do this, we will not charge an overlimit fee. If we ask you to promptly pay the amount of your Account balance above your Credit Limit, you agree to do so.

Person-to-Person Limit: Your person-to-person transactions may not exceed **$2,000** within any 30-day period.

You agree to manage your Account so that the total of your person-to-person transactions in any 30-day period do not exceed the Person-to-Person Limit.

We may not approve a person-to-person transaction if it would cause your Account to exceed the applicable person-to-person transaction limit or your Credit Limit.

How We Calculate the Amount Due Each Month

To calculate the Minimum Payment Due for each billing statement, we start with the *highest* of:

1. Interest charged on the billing statement plus 1% of the New Balance (excluding any interest, penalty fees, overlimit amount, and plan balances); or
2. 2% of the New Balance (excluding any penalty fees, overlimit amount, and plan balances); or
3. $40.

Then we add any penalty fees shown on the billing statement, up to 1/24th of any overlimit amount, any plan payment due, and any amount past due.

Your Minimum Payment Due will not exceed your New Balance. You may pay more than the Minimum Payment Due, up to your New Balance, at any time.

EXAMPLE: *Assume that your New Balance is $2,900, interest is $29.57, and you have no active plans, overlimit amount, penalty fees, or amounts past due.*

1. *$29.57 plus 1% multiplied by ($2,900 minus $29.57) equals $58.27*
2. *$58 (2% of $2,900)*
3. *$40*

The highest of 1., 2., or 3. is $58.27. If your account has any active plans, overlimit amount, penalty fees, or amounts past due, your Minimum Payment Due will be higher.

When We Charge Interest (Grace Period)

- You are not charged interest on purchases when you are in an Interest Free Period.
- Your account enters an Interest Free Period when you pay your New Balance as shown on your statement by the Payment Due Date or your account had no previous balance.
- When your account is not in an Interest Free Period, we charge interest on purchases from the date of the transaction.
- After you enter an Interest Free Period again, interest may appear on your next billing statement. This reflects interest charged from the beginning of that billing cycle through the date the payment was received.
- If you have an active plan created through Plan It, you can enter an Interest Free Period by paying at least the Balance Adjusted for Plans (or Adjusted Balance) by the Payment Due Date.
- Balance Transfers and Cash Advances will be charged interest from the date of the transaction and do not have an Interest Free Period.

For more details about how we calculate your interest charges, see the *How we calculate interest* section of this agreement.

Part 1, Part 2, Part 3 and any supplements or amendments make up your Card Member Agreement. You can request a copy of your Card Member Agreement through your online account or by calling the number on the back of your Card.

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Supplement to the Card Member Agreement

Please refer to the end of this document for any pending changes to this Supplement to your Card Member Agreement.

How Your Reward Program Works

Bonvoy Amex Card

How you receive points: You receive 2 Marriott Bonvoy Points (*Points*) for each $1 of eligible purchases on your Marriott Bonvoy® American Express® Card (*Card Account*).

Eligible purchases are purchases for goods and services minus returns and other credits.

Eligible purchases do NOT include:

- fees or interest charges,
- cash advances,
- purchases of traveler's checks,
- purchases or reloading of prepaid cards,
- purchases of any cash equivalents,
- purchases of gift cards (except Marriott gift cards purchased at Marriott online stores), or
- person-to-person transactions.

How you receive additional points: You receive 4 additional Points (for a total of 6 Points) for each $1 of eligible purchases on your Card Account charged directly with participating Marriott Bonvoy properties, standalone Marriott branded retail establishments, and Marriott branded online stores (including online purchases of Marriott branded gift cards), that in each case, are owned or managed by Marriott International, Inc. and its affiliates.

Merchants are assigned codes based on what they primarily sell. We group certain merchant codes into categories that are eligible for additional Points. A purchase with a merchant will not receive additional Points if the merchant's code is not included in a reward category. You may not receive additional Points if we receive inaccurate information or are otherwise unable to identify your purchase as eligible for a reward category. For example, you may not receive additional Points when:

- a merchant uses a third-party to sell their products or services; or
- a merchant uses a third-party to process or submit your transaction to us (e.g., using mobile or wireless card readers); or
- you choose to make a purchase using a third-party payment account or make a purchase using a mobile or digital wallet.

For questions about additional Points on a purchase, call the number on the back of your Card. Please visit **americanexpress.com/rewards-info** for more information about rewards.

From time to time, we may make promotional offers of bonus Points. These offers include terms about how you can earn the bonus Points and when you can use them. These offer terms may differ from the terms above concerning Points earned for eligible purchases to your Card Account, including about when you can use the Points.

You can view your Points earned year to date on the Card by logging onto your online account at **americanexpress.com** and viewing your account summary page.

When we transfer points: We transfer Points to your Marriott Bonvoy Member Account after the end of the billing period in which you received them.

Bonus Points received from your Card will be posted to your Marriott Bonvoy Member Account up to 12 weeks after the end of each month. Your account must not be cancelled or delinquent at the time of bonus fulfillment.

When you will forfeit points: If the Minimum Payment Due is not paid by the Payment Due Date of the billing period in which it is due, you will forfeit the Points you earned for eligible purchases during that billing period. For example, if your billing period closes January 15 and the minimum payment for that billing period is due on February 10, and you do not make that minimum payment due by the due date on February 10, then you will not earn Points for purchases in the billing period ending February 15.

You may reinstate those Points within the next 12 billing periods if your Card Account is not past due and you pay a $35 fee.

Elite Status: You will receive complimentary Marriott Bonvoy Silver Elite (*Silver Elite*) Status with your Marriott Bonvoy American Express Card. This complimentary Silver Elite Status benefit is only available to the Basic Card Member. If your Card is cancelled for any reason, your Silver Elite Status provided with the Card will be cancelled.

You may receive enrollment in Marriott Bonvoy Gold Elite (*Gold Elite*) based on your eligible purchases for the calendar year. If your eligible purchases during a calendar year total $35,000 or more, you will be enrolled for at least 12 months in the Gold Elite Status of Marriott Bonvoy.

It will take about 12 to 16 weeks for your enrollment in the Gold Elite Status to become effective.

Only the Basic Card Member will be enrolled. Your enrollment will expire after 12 months unless your eligible purchases during the next calendar year again qualifies you for enrollment, or you qualify for Gold Elite Status under the Marriott Bonvoy Terms and Conditions.

You will not receive enrollment in Gold Elite if you are already enrolled in the same Status or any higher Status.

A *calendar year* is from January 1 to December 31 regardless of when you open your Card Account.

Other things you should know about this program: You will only receive rewards for eligible purchases for personal, family or household use.

Each Card Member must have a unique Marriott Bonvoy loyalty account. American Express may cancel your Card Account if you do not maintain an active Marriott Bonvoy loyalty account. We may change the terms of this reward program at our discretion. If you violate or abuse this reward program, you may forfeit some or all of your Points.

We are not responsible for Points after they are credited to your Marriott Bonvoy Member Account, which is operated by Marriott International, Inc. ("Marriott"). We are also not responsible for the actions of Marriott on your Marriott Bonvoy Member Account.

Points, certificates and membership in the loyalty program are subject to the Marriott Bonvoy Terms and Conditions. You should refer to that document, which can be found at **marriott.com**, for details on:

- Marriott's right to change its program terms.
- other conditions that may apply to the loyalty program.

Important Change(s) to the Above Supplement to the Card Member Agreement

Currently, there are no updates.

Card Member Agreement: Part 2 of 3

About the Agreement

Your Card Member Agreement: This document together with Part 1 and Part 3 make up the Card Member 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. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be modified or amended by any alleged oral agreement.

Definitions: ***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. We will refer to you as either the ***Basic*** or ***Primary Card Member****.* You may request a Card for an ***Additional Card Member. Card*** means any American Express 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, balance transfers, 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 other offline and online betting transactions. A ***balance transfer*** is a charge to pay an amount you owe on another credit card Account. 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 over time 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. The ***Closing Date*** appears on each billing statement and is the last day of the billing period covered by the billing statement.

About using your Card

Using the Card: You may use the Card to make charges. At our discretion, we may permit you to create plans, make cash advances or balance transfers. You cannot transfer balances from any other account issued by us or our affiliates.

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.

Declined transactions: We may decline to authorize a charge for various reasons, including if we suspect fraud or based on our assessment of your creditworthiness, even if the charge would not cause you to go over your Credit Limit and even if your Account is not in default. We are not responsible for any losses you incur if we do not authorize a charge or if any merchant refuses to accept the Card.

About Account Features

About Plan It: 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 create the applicable plan and will be based on the plan duration, the APR that would otherwise apply to the purchase amount(s), and other factors. When you set up a plan, the purchases or amount will be added to a plan balance and will be subject to a plan fee instead of the APR for purchases.

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. Qualifying purchases (or a qualifying amount, if you have a Card with a Credit Limit) do not include purchases of cash or cash equivalents, balance transfers (if offered), purchases subject to Foreign Transaction Fees, or any fee owed to us, such as Annual fees.

Your ability to create plans will be based on a variety of factors such as your creditworthiness and your Credit Limit. You will not be able to create plans if your Account is cancelled. You will also not be able to create plans if one or more of your American Express accounts is enrolled in a payment program, or has a payment that is returned unpaid, or is past due. We will tell you the number of active plans you may have and we may change this number at any time. The plan durations offered to you, and your ability to include multiple qualifying purchases or a qualifying amount in a single plan, will be at our discretion and will be based on a variety of factors such as your creditworthiness, the purchase amount(s), and your Account history. You agree to manage your Account so that the total of your plan balances (including plan fees) is not more than your Credit Limit.

Plans cannot be cancelled after they have been created but you can choose to pay them early by paying the New Balance shown on your most recent billing statement in full. If you pay a plan off early, you will not incur any future plan fees on that plan.

About Payments

Promise to pay: You promise to pay all charges added to your Account, including charges that you or your Additional Card Members make, or permit others to make, even if you or they do not present the Card or sign for the transaction.

When you must pay: You must pay at least the Minimum Payment Due on or before the Payment Due Date in the time and manner shown on each billing statement.

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 and in the manner 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 payment fees and additional interest charges (see the *How Rates and Fees 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: Your Account may have balances with different interest rates. For example, purchases may have a lower interest rate than cash advances. Your Account may also have Plan balances which are assessed Plan fees. If your Account has balances with different interest rates, Plan balances, or Plan fees, here is how we generally apply payments in a billing period:

- We apply your payments, up to the Minimum Payment Due, first to any Plan amounts included in your Minimum Payment Due, then to the balance subject to the lowest interest rate, and then to balances subject to higher interest rates.
- After the Minimum Payment Due has been paid, we apply your payments to the balance subject to the highest interest rate, then to balances subject to lower interest rates, and then to any Plan balances.

In most cases, we apply a credit to the same balance as the related charge. For example, we apply a credit for a purchase to the purchase balance. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose. If there is a negative balance in any balance on the account at the end of a billing period, that excess credit will be redistributed to other balances in accordance with how we apply payments described above. This means that in certain circumstances, Plan balances may get paid before they otherwise would. If you receive a credit for a purchase placed into 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 interest charges

How we calculate interest: We calculate interest for a billing period by first figuring the interest on each balance. Different categories of transactions--such as purchases and cash advances--may have different interest rates. Balances within each category may also have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to figure interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.

Interest: The interest charged for a balance in a billing period, except for variations caused by rounding, equals:

1) Average Daily Balance (ADB) multiplied by
2) Daily Periodic Rate (DPR) multiplied by
3) number of days in the billing period.

ADB: To get the ADB for a balance, we add up its daily balances. Then we divide the result by the number of days in the billing period.

DPR: A DPR is 1/365th of an APR, rounded to one ten-thousandth of a percentage point. Your DPRs are shown in *How Rates and Fees Work* in Part 1.

EXAMPLE: Calculating Interest

Assume that you have a single interest rate of 15.99%, your ADB is $2,250 and there are 30 days in the billing period.

*The **DPR** is 15.99% divided by 365 days equals 0.0438%*

*The **Interest** is $2,250 multiplied by 0.0438% multiplied by 30 days equals $29.57*

Daily Balance: We figure the daily balance for each balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits; and
- making any appropriate adjustments.

We add a new charge to a daily balance as of its transaction date. If the daily balance is negative, we treat it as zero.

Beginning balance: For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance *plus an amount of interest equal to the previous day's daily balance multiplied by the DPR for that balance*. *This method of figuring the beginning balance results in daily compounding of interest.*

Other methods: To figure the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.

About Covered Borrowers

Military Lending Act: 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 under the Military Lending Act, the Arbitration provision of the Claims Resolution section of this Agreement will not apply to you in connection with this Account. However, if you elect arbitration, we will comply with our obligations under the Claims Resolution section of this Agreement.

About Additional Card Members

Additional Card Members: We may issue additional Cards on your Account at your request. Additional Card Members can use your Account subject to the terms of this Agreement and we may report their use of your Account to credit reporting agencies. If an Annual Fee applies to Additional Cards on your Account, it is shown on page 2 of Part 1 of this Agreement.

You are responsible for all use of your Account by Additional Card Members and anyone they allow to use your Account and you must pay for all charges made. You also authorize us to give Additional Card Members information about your Account and to discuss it with them.

Contact us if you want to cancel an Additional Card Member's ability to use your Account. If an Annual Fee applies for an Additional Card, please refer to the refund policy disclosed in the *Closing or suspending your Account* sub-section of Part 3 of this Agreement. If a single Annual 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.

Card Member Agreement: Part 3 of 3

Other important information

How we may contact you:

Sending you notices: We send notices by U.S. mail, courier, or electronically using the information in our records. We consider a notice given when we mail it or deliver it electronically.

Servicing and Collections: If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

Call monitoring: We may monitor and record any calls between you and us.

Changing your contact information: You must notify us immediately if you change your mailing address, email address, or telephone number. 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.

Disputed charges: If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. 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. And you must cooperate with us if we decide to do so.

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 the terms 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.

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, or
- we believe you are unable or unwilling to pay your debts when due.

If we consider your Account in default, or if you become incapacitated or die, 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.

Closing or suspending your Account: We may, at any time and for any reason: cancel your Account, suspend your ability to make charges, cancel or suspend any feature on your Account. If we do any of these, you must still pay us for all charges under the terms of this Agreement. If we later agree to reinstate your Account, we may reinstate any additional Cards issued on your Account and charge you any applicable annual fees and a fee to reinstate the Account.

You may close your Account by calling us or writing to us. If an Annual Fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days after the Closing Date of the billing statement on which that fee appears. For cancellations after this 30-day period, the Annua Fee is non-refundable. If your billing address is in the Commonwealth of Massachusetts at the time you close your Account, this policy will not apply to you. If your account is cancelled and we re-open it at your request, we may charge you a $25 fee.

When you pay us by check; permission for electronic debit: When you pay us by check, you authorize us to use information from your check (such as routing number, account number and check serial number) to make a one-time electronic fund transfer from your bank or other asset account.

When we do this, your payment may be withdrawn from your bank or other asset account as soon as the same day we receive your check, and you will not receive that check back from your bank or financial institution. In certain circumstances, we may process your payment as a check transaction.

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.

Privacy Act of 1974: 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.

About insurance products: 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.

Changing benefits: We have the right to add, modify or remove any benefit, feature or service included with or related to 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.

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 without regard to internal principles of conflicts of law. We entered into this Agreement with you in Utah, where we are located and hold your Account. Maryland residents: If your Account has a Maryland billing address, we elect to offer your Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article to the extent, if any, that Maryland law applies to your Account.

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 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.

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 JAMS (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 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 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 Card Member 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.