Card Member Agreement: Part 1 of 3

As of: 12/31/2025

Issuer: American Express National Bank

The Business Platinum Card

Rates and Fees Table

Interest Rates	
Annual Percentage Rate (APR) for Pay Over Time	**Prime Rate + 10.99% to Prime Rate + 21.74%** This is a variable APR. See *Explanation of Variable Rates* below.
Penalty APR and When it Applies	**Prime Rate + 25.99%** This is a variable APR. See *Explanation of Variable Rates* below. This Penalty APR will apply to your account if you: 1. make a payment that is returned; 2. make 2 late payments in 12 billing periods; or 3. do not pay the Minimum Payment Due by the Closing Date of the billing period in which it is due. **How Long Will the Penalty APR Apply?** If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.
How to Avoid Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest if you pay your entire balance by the due date each month.
Fees	
Annual Fee	**$895**
Transaction Fees	**Foreign Transaction: None**.
Penalty Fees	**Late Payment: $39** or **2.99%** of any past due Pay In Full amount, whichever is greater. **Returned Payment: $39**.

How we calculate interest: We use a method called average daily balance method (including new purchases). See the *How we calculate interest on Pay Over Time* 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

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

Annual Fee for Additional Cards: We will charge $400 for each Additional Business Platinum Card. There is no Annual Fee for Additional Business Expense Cards. The maximum number of Additional Cards on an account is 99.

Foreign Transaction: None.

Late Payment: If we do not receive the Amount Due (or Minimum Payment Due, if applicable) by its Payment Due Date, the fee is $39.

For each following Payment Due Date that an amount past due remains unpaid, we may charge a fee of the greater of $39 or 2.99% of any past due Pay In Full amounts. However, the late fee on your billing statement will not exceed the Amount Due (or Minimum Payment Due, if applicable).

Returned Payment: $39 if your payment is returned unpaid the first time we present it to your bank.

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.

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

Person to Person Limits

Person-to-Person Limit: Your person-to-person transactions may not exceed **$4,000** 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 does 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 Limit.

How We Calculate the Amount Due Each Month

The Minimum Payment Due is the Pay in Full New Balance plus any Pay Over Time Minimum Due. To calculate the Pay Over Time Minimum Due for each statement, we take the higher of 1. or 2. below, then we round that number to the nearest dollar and add any Pay Over Time amount past due:

1. $35, or
2. The amount calculated using the following step;
    a. Subtract the interest charged on the statement from the Pay Over Time New Balance. This gives you a Modified Pay Over Time Balance.
    b. Add the following together:
        i. 1% of the portion of the Modified Pay Over Time Balance less than or equal to $25,000 and
        ii. 5% of the portion of the Modified Pay Over Time Balance greater than $25,000 and less than or equal to $75,000 and
        iii. 10% of the portion of the Modified Pay Over Time Balance greater than $75,000 and less than or equal to $100,000 and
        iv. 35% of the portion of the Modified Pay Over Time Balance greater than $100,000
    c. Divide the sum from step b by the Modified Pay Over Time Balance and round to four decimals (ex 0.1234)
    d. Multiply the result from step c and the Modified Pay Over Time Balance.
    e. Add the interest charged on the statement to the result from step d.

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

EXAMPLE: Assume that you have a Pay Over Time New Balance of $125,000, interest of $749.59, no amounts past due and a $1,000 Pay In Full New Balance.

Your Minimum Payment Due will be:

1. $35, or
2. Calculate the following:
    a. $125,000 minus $749.59 equals $124,250.41
    b. Add the following together:

i. 1% multiplied by $25,000 equals $250.00
ii. 5% multiplied by ($75,000 minus $25,000) equals $2,500.00
iii. 10% multiplied by ($100,000 minus $75,000) equals $2,500.00
iv. 35% multiplied by ($124,250.41 minus $100,000) equals $8,487.64
v. $250 plus $2,500 plus $2,500 plus $8,487.64 equals $13,737.64

c. $13,737.64 divided by $124,250.41 equals 0.11056417
d. Round to four decimals equals 0.1106
e. 0.1106 multiplied by $124,250.41 equals $13,742.10
f. $749.59 plus $13,472.10 equals $14,491.69

The higher of 1. or 2. is $14,491.69, which rounds to $14,492.00. The Pay Over Time Minimum Payment Due of $14,492.00 plus the Pay in Full New Balance of $1,000 together make up the Minimum Payment Due of $15,492.00.

When We Charge Interest on Pay Over Time (Grace Period)

For charges added automatically to a Pay Over Time balance at the time they post to your account, we charge interest from the transaction date until the date the charge is paid. For amounts that we automatically move from your Pay in Full balance to your Pay Over Time balance on your Closing Date, we charge interest from the day after the amount is added to your Pay Over Time balance until the amount is paid. However, we will not charge interest on charges added to your Pay Over Time balance during a billing period if:

- your *Pay Over Time Previous Balance* for the billing period is zero; or
- you paid the *Account Total Previous Balance* for each of the previous two billing periods in full by the Payment Due Date shown on their respective statements.

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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Card Member Agreement: Part 2 of 3

About this 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 or an Additional Card Member, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.

Changing the Agreement: We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, 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. Except as provided below, ***Basic Card or Primary Card Member*** means the person who applied for this Account or to whom we address billing statements. ***Company*** means the business for which the Account is established. ***You*** and ***your*** mean the Basic Card Member and the Company. ***Card*** means any American Express Card or other device that we issue to access your Account. ***Virtual Card(s)*** means unique digital Card number(s) linked to your Account, which may be generated with a security code, expiry date, and spend controls.

A ***charge*** is any amount added to your Account, such as purchases and fees, and includes charges made using Virtual Card(s). A ***purchase*** is a charge for goods, services, or person-to-person transactions. A ***person-to-person transaction*** is a charge for funds sent to another person. ***Closing Date*** appears on each billing statement and is the last day of the billing period covered by the billing statement.

Joint and Several Liability: You agree, jointly and severally, to be bound by the terms of this Agreement. That means that both the Basic Card Member and the Company are each individually responsible for the Account, including but not limited to the obligation to pay all charges. We may seek payment from either or both the Basic Card Member and the Company.

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. 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 the Account by Additional Card Members and anyone they allow to use the Account and you must pay for all charges made. You must share this agreement with all Additional Card Members. You must tell Additional Card Members that: we may obtain, provide and use information about them, their use of the Account is subject to this Agreement.

You authorize us to give Additional Card Members information about the Account and to discuss it with them. Contact us if you want to cancel an Additional Card Member's ability to use your Account.

We may refer to *Additional Card(s)* and *Additional Card Member(s)* as *Employee Card(s)* and *Employee Card Member(s)*. All terms and conditions that apply to Additional Cards also apply to Employee Cards.

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 first or oldest Additional Card.

Replacing the Basic Card Member: You must tell us if the Basic Card Member is no longer an employee or officer of the Company or does not want to be the Basic Card Member. In that case, you must either close the Account, or propose another person to replace the Basic Card Member.

If you propose another person to replace the Basic Card Member, that person must agree to assume the obligations and liabilities of the Basic Card Member under this Agreement, as of the date such person replaces the Basic Card Member. That person is subject to our approval. We may close the Account if the Basic Card Member is no longer an employee or officer of the Company and no other person has been approved to replace the Basic Card Member.

You agree that the Basic Card Member remains the Basic Card Member until we approve a replacement or the Account is closed.

About using your Card

Using the Card: You may use the Card to make purchases. Each Card Member acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes.

We decide whether to approve a charge based on how you spend and pay on this Account and other Accounts you have with us. We also consider your credit history and score and your personal resources that we know about.

However, if there is a Spending Limit on page 1 of Part 1 of this Agreement, then your Account has a preset Spending Limit. If at any time your total balance exceeds this Spending Limit, we are more likely to decline to authorize your charges. We may approve charges that cause your total balance to exceed the Spending Limit. If we do, you must still pay us for those charges. We may also decline to authorize charges, even if they do not cause your total balance to exceed the Spending Limit. We may change or remove the Spending Limit at any time.

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 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

Pay Over Time Limit: We assign a Pay Over Time Limit to your Account, which is shown on page 1 of Part 1 and on each billing statement. The Pay Over Time Limit applies to the amount you can carry with interest. It is not a spending limit. If the addition of a charge would cause your Pay Over Time balance to exceed your Pay Over Time Limit, that charge will be added to your Pay In Full balance. We may increase or reduce your Pay Over Time Limit. We may do so even if you pay on time and your Account is not in default. We will tell you if we change that amount. You must pay in full by your Payment Due Date all charges that are not added to a Pay Over Time balance.

About Pay Over Time: If Pay Over Time is a feature of your Account, you may carry a balance with interest, up to your Pay Over Time Limit.

Pay Over Time has two settings: On and Off. You can change or view this setting at any time through your online account, your mobile app or by calling the number on the back of your Card.. When turned Off, all new charges will be added to your Pay in Full balance, which will be due in full each month.

At Account opening, you automatically have access to Pay Over Time and the feature is set to On. That means we will automatically place eligible charges into your Pay Over Time balance. If you have a Pay Over Time balance, you can choose each month to pay your Account Total New Balance in full, the Minimum Payment Due, or any amount in between.

Charges will be added to your Pay Over Time balance as described below:

On the Transaction Date: If Pay Over Time is set to On at 8 p.m. Eastern Time on the transaction date provided by the merchant for an eligible charge, the charge will automatically be added to your Pay Over Time balance, up to your Pay Over Time Limit. If the addition of the entire charge to your Pay Over Time balance would cause your Pay Over Time balance to exceed your Pay Over Time Limit, that charge will be added to your Pay In Full balance. 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. Charges with the same transaction date will be added to your Pay Over Time balance in any order we choose.

On your Closing Date: You authorize us to automatically move all or a portion of an eligible new charge to your Pay Over Time balance on your Closing Date. Eligible charges will be moved to your Pay Over Time balance in order of the transaction dates. Charges with the same transaction date will be added to your Pay Over Time balance in any order we choose. If the addition of an eligible charge to your Pay Over Time balance would cause your Pay Over Time balance to exceed your Pay Over Time Limit, we will move a portion of that charge to your Pay Over Time balance, up to your Pay Over Time Limit. The remaining portion of the charge will remain in your Pay In Full balance.

A charge, or portion of a charge, will be moved to your Pay Over Time balance on your Closing Date if:

- your Pay Over Time balance is less than Your Pay Over Time Limit; and
- there are eligible new charges in your Pay in Full balance that have a transaction date when Pay Over Time was set to On; and
- Pay Over Time is set to On at 8 p.m. Eastern Time on your Closing Date.

However, a charge, or a portion of a charge, will not be moved to your Pay Over Time balance on your Closing Date if:

- that charge is not eligible for Pay Over Time;
- that charge is subject to a Foreign Transaction Fee;
- that charge or a portion of that charge is disputed (for a reason other than fraud) and that dispute is not resolved in the same billing period in which it was opened;
- that charge or a portion of that charge is reported as fraudulent and either (i) we determined the charge is fraudulent in the same billing period in which it was posted to your Account, or (ii) we have not yet determined if the charge is fraudulent in the same billing period in which it was posted to your Account;
- Pay Over Time is suspended on your Account; or
- your Account is cancelled or enrolled in a payment program.

Certain charges are not eligible for Pay Over Time, such as cash and similar transactions. We may change which charges are eligible to be added to your Pay Over Time balance.

If you transfer to a new Card product with the same Account number at any time, you will remain eligible for Pay Over Time, and your current setting at the time of transfer will remain in effect on your new card.

About Payments

Promise to pay: You promise to pay all charges added to your Account including: charges that you or 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 the Amount Due, or at least the Minimum Payment Due, as applicable, to avoid a late payment fee, on or before the Payment Due Date in the time and manner shown on each billing statement If a statement includes a Pay Over Time balance, it will show a Minimum Payment Due. In this case, you must pay at least the Minimum Payment Due by the Payment Due 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 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 *Rates and Fees Table* and *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: If you have a Pay Over Time balance, we generally apply payments--up to the Minimum Payment Due--first to the Pay Over Time Minimum Due and then to the Pay In Full New Balance. When applying a payment to the Pay Over Time Minimum Due, 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 to the remaining Pay Over Time balance, first to the balance with the highest interest rate and then to balances with lower interest rates. 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.

About interest charges

How we calculate Interest on Pay Over Time balances: We calculate interest for a billing period by first calculating the interest on each Pay Over Time balance. Pay Over Time balances may have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to calculate 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, Fees and Pay Over Time Work* on page 2 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, except for amounts moved from your Pay in Full balance to a Pay Over Time balance on your Closing Date. Those amounts are added to a daily balance as of the day after they are moved to a Pay Over Time balance. 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.

Card Member Agreement Part 3 of 3

Other important information

How we may contact you:

Sending you notices: We send you 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.

Additionally, we may send notices and information to Additional Card Members at their request.

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 and other information: You must notify us immediately if you change your mailing address, email address, telephone number, the legal entity of the Company, or the Company's tax identification 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 and any Additional Card Members agree not to pursue any claim against the merchant for the credited amount and you and any Additional Card Members 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
- cancel the account and require you to pay the 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 the ability to make charges, or 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.

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 a fee to reinstate the Account.

You may close your Account by calling us or writing to us. The Basic Card Member agrees to inform the Company prior to instructing us to do so. The Basic Card Member and the Company remain jointly and severally liable for all Charges made on the Account.

If an Annual 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 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 or Additional Card Members 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.

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.