

Card Member Agreement: Part 1 of 3**As of:** 12/31/2025

Issuer: American Express National Bank
Delta SkyMiles® Gold Business 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 <i>Explanation of Variable Rates</i> below.
APR for Cash Advances	Prime Rate + 21.99% This is a variable APR. See <i>Explanation of Variable Rates</i> below.
Penalty APR and When it Applies	Prime Rate + 25.99% This is a variable APR. See <i>Explanation of Variable Rates</i> below. This 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.
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 your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.

Fees

Annual Fee	\$150
Transaction Fees • Cash Advance • Foreign Transaction	Either \$5 or 3% of the amount of each cash advance, whichever is greater. None
Penalty Fees • Late Payment • Returned Payment • Overlimit	Up to \$39 . Up to \$39 . 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.

Cash Advance: 3% of the withdrawal and other services you obtain (including any fee charged by the ATM operator), with a minimum of \$5. We will add this fee to the cash advance balance.

Foreign Transaction: None.

Late Payment: Up to \$39. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$39. However, the late fee will not exceed the Minimum Payment Due.

Returned Payment: Up to \$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.

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 and Person to Person Limits

Credit Limit and Cash Advance Limit: We assign a *Credit Limit* to the Account. We may make part of the 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 the Credit Limit and Cash Advance Limit. We may do so even if you pay on time and the Account is not in default.

You agree to manage the Account so that:

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

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

Person-to-Person Limit: Your person-to-person transactions may not exceed the **\$2,000** person-to-person transaction limit 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 limit on person-to-person transactions.

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

How We Calculate the Amount Due Each Month

Your Minimum Payment Due consists of a portion of your Account balance plus interest charges and penalty fees.

To calculate your Minimum Payment Due for each statement, we first determine the higher of 1. or 2. below:

1. \$35, or
2. The amount calculated using the following steps:
 - a. Calculate Modified New Balance by subtracting the interest and penalty fees charged on the statement from the New Balance on the statement.
 - b. Calculate the Applicable Rate by:
 - I. Adding the following together:
 - i. 1% of the portion of the Modified New Balance less than or equal to \$25,000 and
 - ii. 5% of the portion of the Modified New Balance greater than \$25,000 and less than or equal to \$75,000 and
 - iii. 10% of the portion of the Modified New Balance greater than \$75,000
 - II. Then divide the sum from step I. by the Modified New Balance and round to 4 decimals (ex. 0.1234).
 3. Calculate the Portion of the Modified New Balance included in the Minimum Payment Due by multiplying the Modified New Balance calculated in step 1. by the Applicable Rate calculated in step 2.

Note: If your New Balance on the statement is higher than your Credit Limit and the Applicable Rate is less than or equal to 0.0416, then we subtract the amount above the credit limit from the Modified New Balance and multiply the result by the Applicable Rate to calculate the portion of the Modified New Balance included in the Minimum Payment Due.

4. Add the interest charged on the statement to the result from step 3.

Finally, we take the higher of 1. and 2. above and add penalty fees. If the Applicable Rate calculated in step b. is less than or equal to 0.0416, we also add 0.041666 multiplied by the amount above the Credit Limit. Then we round to the nearest dollar and add any past due amount. Your Minimum Payment Due may also include any additional amount specified in a promotional offer.

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 \$30,500, interest charged is \$500, and you have no penalty fees or past due amount and you are not overlimit.

1. \$35, or
2. Calculate the following:

- a. Modified New Balance: \$30,500 less \$500 interest charged less \$0 penalty fees equals \$30,000
- b. Applicable Rate: [(1% multiplied by \$25,000) plus (5% multiplied by \$5,000)] divided by \$30,000 equals 0.0167
- c. Portion of the Modified New Balance included in the Minimum Payment Due: \$30,000 multiplied by 0.0167 equals \$501
- d. \$501 plus \$500 interest charged equals \$1,001

The higher of 1. or 2. is \$1,001.

\$1,001 plus \$0 penalty fees plus \$0 past due amount equals \$1,001.

When We Charge Interest (Grace Period)

We charge interest beginning on the date of each transaction. You can avoid paying interest on purchases as described below. However, you cannot avoid paying interest on cash advances.

If you pay the New Balance on every statement by the Payment Due Date, we will not charge interest on purchases.

If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on the next statement by the Payment Due Date, we will not charge interest on purchases from the date of your payment to the Closing Date of the billing period in which you made that payment. But we will charge interest on purchases from the beginning of that billing period until the date of your payment.

If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on each of the next two statements by their Payment Due Dates, we will not charge interest on purchases on the following statement.

Also, we will not charge interest on purchases on a statement if the Previous Balance on that statement is zero or a credit balance.

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

Delta Gold Business Card

How you receive miles: You receive 1 mile for each \$1 of eligible purchases on your Delta SkyMiles® Gold Business 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, including gift cards, or
- person-to-person transactions

How you receive additional miles: You receive **1 additional mile (a total of 2)** for each \$1 of eligible purchases on your Card Account for the following purchases submitted to us using a Delta merchant code:

- air travel on a Delta flight
- air travel on a Delta partner flight with a DL flight number
- Delta Stays prepaid hotels and vacation rentals
- Delta Vacations® packages
- other Delta services

You will NOT receive additional miles for:

- purchases of air travel on a Delta flight that are part of all-inclusive air or sea tour packages

You receive **1 additional mile (a total of 2)** for each \$1 of eligible purchases on your Card Account charged at restaurants worldwide.

You receive **1 additional mile (a total of 2)** for each \$1 of eligible purchases on your Card Account charged at merchants in the United States for advertising in select media, on up to a total of \$50,000 in purchases per calendar year. Purchases must be directly from media providers in the United States in order to promote a business. You will not earn additional miles on direct mail advertising.

You receive **1 additional mile (a total of 2)** for each \$1 of eligible purchases on your Card Account charged at merchants in the United States for courier, postal, and freight shipping services, on up to a total of \$50,000 in purchases per calendar year. Purchases must be directly from courier, postal, and freight shipping service providers in the United States. You will not earn additional miles for shipping costs added to retail purchases or moving services.

Merchants are assigned codes based on what they primarily sell. We group certain merchant codes into categories that are eligible for additional miles. A purchase with a merchant will not receive additional miles if the merchant's code is not included in a reward category. You may not receive additional miles 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 miles 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 miles 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 miles. These offers include terms about how you can earn the bonus miles and when you can use them. These offer terms may differ from the terms above concerning miles earned for charges to your Card Account, including about when you can use the miles.

You can view your miles balance by logging onto your online account at americanexpress.com and viewing your account summary page.

When we transfer miles: We transfer the miles you receive to your Delta SkyMiles account after the end of the billing period in which you received them.

Bonus miles awarded for promotional offers will be posted to your Delta SkyMiles account 8 to 12 weeks after the end of each month. To be eligible to earn bonus miles, your account must not be cancelled or delinquent at time of bonus fulfillment.

When you will forfeit miles: 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 miles 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 miles for purchases in the billing period ending February 15.

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

Other things you should know about this program: You may forfeit some or all of the miles you have received for items that are not purchased for use or consumption by the Company in its ordinary course of business.

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 miles.

We are not responsible for miles after they are credited to your SkyMiles account. We are also not responsible for the actions of Delta on your SkyMiles account.

Miles are subject to the Delta SkyMiles Membership Guide and Program Rules. You should refer to that document for details on:

- how to redeem your miles,
- Delta's right to change its program terms, and
- other conditions that may apply to Delta's program.

\$200 Delta Flight Credit: If, in any calendar year, eligible purchases on your Card Account total \$10,000 or more (the "Purchase Requirement"), you will receive a \$200 Delta eCredit (the "Credit") in your SkyMiles account that can be used toward a Delta flight purchase. Delta flight purchases are limited to purchases of Delta-marketed flights made on delta.com or with Delta Reservations.

The Credit may be applied toward the Delta airfare portion of a Delta Vacations package.

The Credit is only valid for payment of tickets, including fare, surcharge and government-imposed taxes and fees imposed on the air transportation. It is not valid for other types of fees (including bag fees, change fees, upgrades or other ancillary purchases or fees with Delta), and it does not have any cash value.

The Credit expires within one year from the date of issuance and must be redeemed on or before the expiration date. If the value of the Credit is greater than the flight purchased, you will be able to use the residual value in another transaction before the expiration date. The Credit will be issued as a Delta eCredit, which will be available in "My Profile" on delta.com under "Certificates, eCredits, and Vouchers". Visit delta.com/redeem for more information about redemption options.

The certificate number, a redemption code, and redemption instructions will also be sent to the email address listed on the Delta SkyMiles account. Limit one Credit per calendar year per Card Account. Please allow up to 2 weeks after reaching the Purchase Requirement for the Credit to be issued. On rare occasions (for example, when the name on your SkyMiles account doesn't match the name on your Amex account), the timing of the deposit could be delayed. The Credit is non-transferable from one Delta SkyMiles Member's account to another but can be applied towards someone else's ticket without limitation.

The Credit may be combined with up to 2 other Delta eCredits. If you transfer from a different Delta SkyMiles Card product to the Delta SkyMiles Gold Business Card, any eligible purchases made on the prior Card Account during the calendar year will count toward the Purchase Requirement, after the first transaction on the new Card Account. The Credit may be redeemed for Delta flights purchased in currencies other than United States Dollars and will be converted to the currency of the country of payment at the Bankers Rate of Exchange in effect on the date of ticket issuance, and the rate of exchange must be indicated on the ticket.

The benefit is only available to the Basic Card Member; however, eligible purchases made by Additional Card Members will contribute to the Purchase Requirement. 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 of gift cards, person-to-person transactions, purchases or reloading of prepaid cards, or purchases of other cash equivalents. American Express relies on the transaction date submitted to us by the merchant, which may differ from the date you make a purchase, to determine whether the purchase counts toward the Purchase Requirement in that calendar year. This means that in some cases your purchases may not count toward the Purchase Requirement in the year in which you made the purchases. For example, if you make a purchase on December 31 and the merchant lists the transaction date as January 1 when they submit the transaction data to us, your purchase will be counted in the calendar year which began on that January 1. Additional terms, conditions and restrictions apply. See delta.com/amexflightcrediterms for details.

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 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 this Agreement, subject to applicable law. 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 Member** means the person who applied for this Account on behalf of the Company 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. **Additional Card Member** means a person to whom we have issued an Additional Card at your request. **Business Card Members** means the Basic Card Member and all Additional Card Members.

Card means any Card or other device that we issue to access the Account. A **charge** is any amount added to the Account, such as purchases, cash advances, fees and interest charges. A **purchase** is a charge for goods or services or a person-to-person transaction. A **person-to-person** transaction is a charge for funds sent to another person. A **cash advance** is a charge to get cash or cash equivalents, including travelers cheques, gift cheques, foreign currency, money orders, casino gaming chips, race track wagers, and similar offline and online betting transactions. 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. Each statement also shows a Next Closing Date.

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.

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 that 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: Cards may be used for purchases. At our discretion, we may permit you to make cash advances, or person-to-person transactions subject to limits on person-to-person transactions. You cannot transfer balances from any other Account issued by us and/or our affiliates. Each Card Member Basic and Additional Card Member acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes.

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 the cards safe. Do not let anyone use them. If a Card is lost or stolen or the Account is being used without permission, contact us right away. The Account may not be used 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 or any Additional Card Members incur if we do not authorize a charge or if any merchant refuses to accept the Card.

About Payments

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

- charges you make, even if you do not present your Card or sign for the transaction,
- charges that other people make, whether or not you or an Additional Card Member intend to let them use the Account, subject to applicable law, and if you let them use your Account, and
- charges that Additional Card Members make or permit others to make.

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 the billing statement, and
- write the 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 the Account as of the day we receive it, as long as we receive it by the time and in the manner disclosed in the 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 the Account. This may result in late payment fees and additional interest charges (see How Rates and Fees Work 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. If your Account has balances with different interest rates, here is how we generally apply payments in a billing period:

- We apply your payments, up to the Minimum Payment Due, 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 your payments 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. 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.

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 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.

You and the Company are responsible for all use of the Account by Additional Card Members and anyone they allow to use the Account and must pay for all charges they make. 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 also 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 the 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 Membership 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 Membership Fee applies for a group of Additional Cards on your Account, this policy will apply when you cancel the Additional Card on which the fee was assessed.

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.

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, legal entity of the Company, or 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,
- 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:

- 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/or 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 or to protect ourselves from loss, harm or risk relating to default.

Closing or suspending your Account: We may at any time or for any reason: cancel your Account, suspend your 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. 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. 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 Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If 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 the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the 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.