



# American Express® Membership Rewards Program

## Terms & Conditions for Corporate Card Members

These “American Express Card Service Membership Rewards Program Terms and Conditions for Corporate Card Members” are applicable to all Corporate Card Members whose Corporate Cards’ account numbers begin with 3761-5, 3761-74, 3761-75, 3761-76 or 3798-80 and who are registered for participation in the Membership Rewards Program. Please read these Terms and Conditions, and if you do not agree to be bound by them, please notify the Membership Rewards Center to cancel your registration.

### Article 1. (Purpose)

1. These Terms and Conditions set forth the terms and conditions under which Card Members are eligible for the rewards and benefits (“Rewards”) offered under the Membership Rewards Program (“Program”), which is managed by American Express International, Inc., Japan Branch (“AEI”) in connection with its Card services.
2. These Terms and Conditions supplement the Terms and Conditions for American Express Corporate Card Members. Unless otherwise specified herein, the defined terms used in such Terms and Conditions for Corporate Card Members shall have the same meanings herein.
3. AEI may change these Terms and Conditions whenever it deems necessary.

### Article 2. (Eligible Cards)

1. The Cards eligible to participate in the Program (“Eligible Cards”) are those American Express Corporate Cards issued by AEI in Japan and held by Card Members who register themselves for participation in the Program, provided that the relevant Corporate Member has made registration for participation in advance.
2. For registration of participation in the Program, a Card Member must fill out and submit to AEI a registration form prescribed by AEI, and will be required to pay an annual Program fee of 4,400 yen (tax included), in accordance with AEI’s billing and in the same manner as payments of other Charges. The first annual Program fee will be payable after registration is made. Annual Program fees once paid shall not be returned for any reason. Such registration shall be automatically renewable annually unless otherwise notified by the Corporate Member or Card Member.
3. In accordance with these Terms and Conditions, Rewards will be provided to each individual Card Member in proportion to the amount of Charges incurred on his/her Eligible Card.

### Article 3. (Rewards)

AEI may from time to time establish or change the Rewards for which Points, as accrued in accordance with Article 4, can be redeemed. AEI will make public, or notify Card Members of Eligible Cards of, such established or changed Rewards.

### Article 4. (Points Accrual)

1. With regards to a Charge amount arising from each use of an Eligible Card, one (1) “Point” will be accrued in the account of the Card Member for each 100 yen. Such Points will be deemed to have been accrued in a Program Year (as defined below) which the day AEI processes such Charges falls in. Provided, however, that if the total billing amount indicated on an applicable monthly statement is not paid in full, no Points will be accrued, regardless of the amount paid. Points accrued under the Program shall belong to AEI, and shall not constitute property of any Card Member. With regards to the Charges incurred at certain Service Establishments designated by AEI, Point will be accrued at a rate of one (1) Point for each 200 yen
2. Charges which are eligible for Point accrual under the previous paragraph (“Eligible Charges”) will include Charges for purchases of goods and services. However, the following Charges are not Eligible Charges:
  - (1) Delinquency charges;
  - (2) Gift Coupon purchases (including commissions);
  - (3) Travelers Cheque purchases (including commissions);
  - (4) Amount withdrawn under the Cashing Service;
  - (5) Interest and fees payable under the Cashing Service;
  - (6) Annual fees of Eligible Cards, annual Program fees set forth in Article 2, or participation fees for the enrollment in the Membership Rewards Plus set forth in Article 9;
  - (7) Airfares centrally-billed to the Corporate Member;
  - (8) Travel related expenses centrally-billed to the Corporate Member;
  - (9) Amounts charged, re-charged, or used on Edy, Mobile Suica, SMART ICOCA; and

- (10) Charges incurred at certain Service Establishments that are designated by AEI, and other Charges and fees designated by AEI.
3. “Program Year” means the one-year period commencing on the day designated by AEI during the calendar month in which a Card Member’s application for participation in the Program is submitted in a manner designated by AEI and is accepted by AEI, as well as every subsequent one-year period.
4. If any Points which were accrued during a certain Program Year remain unredeemed at the end of such Program Year, those Points may be carried forward and may be redeemed for Rewards for up to two (2) subsequent Program Years. Any Points not redeemed by the final day of such second subsequent Program Year will become null and void on such day.
5. Notwithstanding the provisions of the previous paragraph, the unredeemed Points will not expire in the case of (i) Eligible Cards which were already enrolled as of April 1, 2004 or are newly enrolled after April 1, 2004 in the Membership Rewards Plus set forth in Article 9 (or the Travelers’ Rewards under the previous version of these Terms and Conditions), or (ii) Eligible Cards for which any Rewards are redeemed after April 1, 2004.
6. In the event any adjustment is made to the amount of the Eligible Charges because of cancellation of a purchase of goods or services or for any other reason, the then accrued Points will also be adjusted accordingly. If any refund resulting from a tax refund procedure associated with purchases outside Japan is made into an Eligible Card account, the Points will be adjusted in the similar manner.

### Article 5. (Point Aggregation)

1. If a Card Member holds, in addition to an Eligible Card, one or more Cards of American Express (such as The American Express® Card, American Express® Gold Card, etc.; but excluding such others as may be designated by AEI), the Card Member may aggregate Points received on each of those Cards by applying to AEI in the manner designated by AEI. In such a case, the aggregated Points shall be deemed to have accumulated on a Card as designated by AEI (“Designated Eligible Card”) but shall be subject to these Terms and Conditions with regard to the participation in the Program.
2. By notifying AEI in the manner designated by AEI, such Card Member may at any time discontinue the aggregation of Points provided for in the previous paragraph. In such a case, all of the Points aggregated up to the time of such discontinuance shall carry on as Points on the Designated Eligible Card, and any Points accrued after such discontinuance shall accrue on each Card.

### Article 6. (Notice of Accrued Points)

1. AEI shall notify a Card Member, in a monthly statement for an Eligible Card (in the case of Points aggregated pursuant to the previous Article, on a monthly statement for the Designated Eligible Card), of the status of Points accrued as of the Point counting date immediately preceding the closing date for such monthly statement.
2. Card Members may check the status of Points at any time on the AEI’s website.

### Article 7. (Redemption of Points)

1. Card Members may request AEI to redeem a portion or all of the Points which have accrued and are eligible for redemption for Rewards under these Terms and Conditions. Rewards items may include the transfer of Points to other point program and the redemption of Points in lieu of payments for a part or all of any Charge, subject to other terms and conditions prescribed by AEI separately. Notwithstanding the foregoing, if a Card Member or the relevant Corporate Member has delinquent and outstanding obligations to AEI, such Card Member may not request the redemption of any Points.

2. When requesting the redemption as provided in the previous paragraph, Card Members will designate which items they desire from among the then valid Rewards. If the desired Rewards are not available for any reason, they can make a second selection or withdraw such request for redemption. For the purpose of acknowledgement of its receipt of a redemption request, AEII may send an e-mail notice to each Card Member at an e-mail address registered by the Card Member.
3. Except in the circumstances described in the latter part of the previous paragraph, no cancellation or withdrawal of a request for a redemption shall be accepted. Further, Rewards already received as a result of a request set forth Articles 7.1 and 7.2 may not be exchanged for other Rewards.
4. Any dispute concerning defects in good or services received as Rewards or any accidents arising in the course of receiving such good or services under the Program shall be settled between a Card Member and a Service Establishment who participates in the Program and supplied the good or services in question. AEII will not be responsible in any way for settling such dispute.
5. By redeeming Points, a Card Member will release AEII and its affiliate companies from any and all liability to the Card Member or any other person regarding the redemption or use of any Reward, or any other matter concerning the Card Member's participation in the Program.
6. Card Members will be solely responsible for payment of any tax liability arising out of Points accrued or Rewards redeemed under the Program.
7. Those benefits which are accompanied with Card use, such as Travel Accident Insurance and Shopping Protection do not apply to any goods or services to be received as Rewards under the Program, including rewards and benefits offered by Partners as outlined in Article 9.
8. In the event that any goods or services which AEII provides to a Card Member as Rewards under the Program (including Reward Coupons set forth in Article 8, below) are sent to the Card Member's address registered with AEII but are not received by the Card Member for any reason, AEII may at its discretion dispose such goods and services after having reserved them for six (6) months. In such an event, any Points redeemed for such goods and services not received shall never be returned to the applicable Eligible Card account as effective or eligible Points.

#### **Article 8. (Reward Coupon)**

1. If a Card Member chooses to receive as a Reward a "Reward Coupon" which entitles the Card Member to be provided free of charge with good or services by a participating Service Establishment, the Card Member will use the Reward Coupon within the time period and in accordance with the instructions printed thereon. Reward Coupons that are lost or not used prior to the expiration are invalid and AEII will have no further liability with regard to such Reward Coupons.
2. If a Card Member purchases goods or services in excess of the value noted on the Reward Coupon, the payment for such difference must be settled between the Card Member and the participating Service Establishment.

#### **Article 9. (Point Transfer)**

1. If a Card Member is a member of a frequent flyer program, frequent stayer program, or other point program of any airline, hotel, or other partner which participates in the Program ("Partner"), such Card Member may transfer any or all Points which are eligible to Rewards under these Terms and Conditions to an account which the Card Member holds in his/her name in such Partner's program, in accordance with the provisions of this Article ("Point Transfer").
2. With regard to certain Partners, an additional participation fee may be required for Point Transfers; provided, however, that in the case where Points are aggregated in accordance with Article 5, such participation fees will be waived for all Eligible Cards except for the Designated Eligible Card.
3. To request a Point Transfer, Card Members must submit a request to AEII in the manner prescribed by AEII. A period of time required to complete a requested Point Transfer shall be subject to a standard prescribed by AEII and each Partner. Card Members are subject to and must comply with the terms and conditions for each applicable Partner's program. If there are any fees charged by the Partner in connection with the program, such fees must be borne by the Card Member. AEII assumes no responsibility for any actions taken by a Partner related to the Points transferred to the Partner's program or other matters. Any Partner's participation in the Program is subject to change with or without notice. The Points once transferred to Partners' programs may not be converted back into Points under the Program. When a Card Member applies for points transfer to an overseas Partner, the minimum amount of personal information necessary to achieve

the application contents will be provided to the overseas Partner. For the name of the foreign country where the overseas Partner is located, information on the system for protecting personal information in the foreign country, information on measures for protecting personal information taken by the overseas Partner, and other reference information, please visit AEII's website.

4. Point Transfers to each Partner hereunder shall be subject to a Point conversion rate, a number of Points transferable as one unit, and/or an annual maximum number of Points transferable in each year, each of which shall be set forth in Exhibit 1-1
5. Notwithstanding the previous paragraph, any Card Member who is enrolled in the "Membership Rewards Plus" program provided by AEII separately shall be eligible for Point Transfers in accordance with the favorable terms set forth in Exhibit 1-2. To enroll in the Membership Rewards Plus program, Card Members will submit an enrollment request to AEII in the manner prescribed by AEII and will be required to pay an annual participation fee of 3,300 yen (tax included) to AEII, in accordance with AEII's billing and in the same manner as the payment of other Charges. Billing of the participation fee, where applicable, shall be done subsequent to the enrollment, and fees once paid will not be returned for any reason. The enrollment in the Membership Rewards Plus shall be automatically renewable annually unless otherwise notified by the Card Member. The Points which are accumulated before or after such enrollment and are eligible for Rewards under these Terms and Conditions may be transferred in accordance with this paragraph; provided, however, that if the enrollment in the Membership Rewards Plus is not valid at the time of transfer, this paragraph shall not apply to any Point Transfers, including transfer of Points which are accumulated for a period in which the enrollment is valid. When the enrollment hereunder is valid, in addition to the terms regarding Point Transfers, some other different terms may apply to the redemption of Points.
6. AEII may change, at any time it deems necessary, the Point conversion rate, a number of Points transferable as one unit, and/or an annual maximum number of Points transferable in each year by amending Exhibit 1-1 and/or Exhibit 1-2.

#### **Article 10. (Termination of Card Membership; Cancellation of Participation in the Program)**

1. When the Card membership of an Eligible Card terminates for any reason, all of the Points accrued on the Eligible Card up to the point of such time will become null and void at the same time.
2. Notwithstanding the previous paragraph, in the event that an Eligible Card is converted to a new Corporate Card Account under the same Corporate Member, the Points accrued on the former Eligible Card will be deemed to be the Points on the new Eligible Card and will continue to be valid.
3. In cases where Points are aggregated in accordance with Article 5, if the Card membership of any Card other than Designated Eligible Card is terminated because of a cause which is attributable to the Card Member, then notwithstanding Article 5.1, the Points accrued on Designated Eligible Card based on the amount of Charges on such terminated Card will become null and void at the time of such termination.
4. If a Corporate Member wishes to withdraw from participation in the Program, it must submit a cancellation request in writing as prescribed by AEII at least thirty (30) days prior to the desired cancellation date, and will notify the Card Members of such cancellation. In such case the Card Members' membership in the Program shall terminate on the cancellation date.
5. If a Card Member wishes to cancel his/her registration for participation in the Program, the Card Member must so inform AEII in accordance with the procedures prescribed by AEII. The Card Member's membership in the Program shall be terminated when his/her registration is cancelled. In the case of Article 10.4, no action shall be required of a Card Member.

#### **Article 11. (Modification/Termination of the Program)**

1. AEII may terminate the Program at any time it deems necessary. In such a case, AEII shall give an advance notice to Card Members in the manner it deems appropriate.
2. AEII may change, at any time it deems necessary, the content of Rewards which can be redeemed under these Terms and Conditions.
3. When AEII deems it necessary, AEII may request the payment of other special participation fees in addition to those provided for in Article 9.

**Article 12. (Miscellaneous)**

1. Points under these Terms and Conditions will be accrued only in the accounts of the Card Member of an Eligible Card and may not be assigned or transferred to any other Card Member or person.
2. Points accrued under the Program shall not have any monetary value and may not be used for any purpose other than redemption for Rewards in accordance with these Terms and Conditions. Under no circumstances will AEII purchase such Points or make any payment in compensation for such Points..
3. Any questions which might arise relating to AEII's operation of the Program (including the qualifications for participation in the Program, the validity of Points, the number of accrued Points and Point Transfers) shall be resolved by AEII in its sole discretion.
4. If, in participating in the Program, there is any fraud or abuse by any Card Member, AEII may terminate such Card Member's participation in the Program, and all the accrued Points up to that termination will become null and void.
5. Except as expressly set forth in these Terms and Conditions, AEII will have no responsibility to any Card Member or to any other person with regard to the operation of the Program.
6. In the event AEII fails to enforce any of the provisions of these Terms and Conditions, such failure shall not affect the validity of such provision, which shall continue to be in effect.

(Amended as of April, 2022)

American Express International, Inc.  
4-1-1 Toranomom, Minato-ku, Tokyo, Japan 105-6920

Note: This document is an English translation of the "American Express® Membership Rewards Program Terms & Conditions for Corporate Card Members" in Japanese. In the event of any conflict between the English and Japanese versions, the Japanese original will prevail.

**(Exhibit 1-1)**

Not enrolled in the Membership Rewards Plus  
Conversion rate/transferable unit

|                |  |
|----------------|--|
| JAL            | 3,000 points = 1,000 miles                   |
| Other Airlines | 2,000 points = 1,000 miles                   |
| Hotel groups   | 2,000 points = 1,250 Hotel Owners Points     |
|                | 2,000 Points = 990 Points (Marriott Bonvoy™) |
| Rakuten Point  | 3,000 Points = Rakuten Point 900 Points      |

**Annual maximum transferable points**

|     |                              |
|-----|------------------------------|
| ANA | 80,000 Points = 40,000 Miles |
|-----|------------------------------|

**(Exhibit 1-2)**

When enrolled in the Membership Rewards Plus  
Conversion rate/transferable unit

|                  |  |
|------------------|--|
| ANA Mileage Club | 1,000 points = 1,000 miles                   |
| JAL              | 2,500 points = 1,000 miles                   |
| Other Airlines   | 1,250 points=1,000 miles                     |
| Hotel groups     | 1,000 Points = 1,250 Hotel Owners Points     |
|                  | 1,000 Points = 990 Points (Marriott Bonvoy™) |
| Rakuten Point    | 3,000 Points = Rakuten Point 1,400 Points    |

**Annual maximum transferable points**

|     |                              |
|-----|------------------------------|
| ANA | 40,000 Points = 40,000 Miles |
|-----|------------------------------|

(As of April, 2022)