

## **American Express® MyCredit Guide Terms and Conditions**

Use of MyCredit Guide is subject to these Terms and Conditions, as amended from time to time. As used in these Terms and Conditions, the words "American Express," "us," "we," or "our" mean American Express National Bank, and any of its affiliates, agents, or service providers that may, at our sole discretion, be involved in the provision of MyCredit Guide. "You" or "your" means the individual that enrolls for MyCredit Guide. If you are an American Express Card Member, the terms and conditions of your Card Member Agreement may also be applicable. **YOU MUST AGREE TO THESE TERMS AND CONDITIONS BEFORE YOU CAN ACCESS AND USE MYCREDIT GUIDE.**

When you use or access MyCredit Guide, or permit any other person or entity to do so, you agree to these Terms and Conditions. We may change these Terms and Conditions at any time, in our sole discretion, by sending you written notice by electronic mail, postal mail or by posting the updated Terms and Conditions on the MyCredit Guide website. If the Terms and Conditions are unacceptable to you at any time, please cancel your MyCredit Guide account. Your use of MyCredit Guide after we have made such changes available will be considered your agreement to the change.

### **Eligibility**

You must be at least 18 years old and a resident of the U.S., including any of its territories, to enroll for and use MyCredit Guide. You also must have sufficient credit history in your credit file with TransUnion® to generate a VantageScore Credit Score and to provide credit report information. If TransUnion cannot match you with a credit report or is otherwise unable to obtain your VantageScore Credit Score, you will not be able to use MyCredit Guide until such time as you have built a credit sufficient history. We reserve the right to refuse access to MyCredit Guide at any time.

### **Registration and Accurate Information**

If you chose to enroll for MyCredit Guide, you will be required to register, provide personal information, and select a user name and password. You agree to provide accurate information in your registration and to not share your password with anyone else. You agree not to impersonate another person or to select or use a user name or password of another person. You agree to notify TransUnion Interactive, Inc. promptly of any unauthorized use of MyCredit Guide and of any loss, theft or disclosure of your password. Your failure to comply with these requirements is

a breach of these Terms and Conditions and is grounds for immediate termination of your right to access MyCredit Guide.

### **Your Authorization to Obtain Your Credit Information**

By checking the “I Agree to the above Terms & Conditions” box and clicking “Continue” during enrollment, you are providing written instructions under the Fair Credit Reporting Act and other applicable laws, including similar state laws, for TransUnion or any other consumer reporting agency to release your credit report information, including a VantageScore Credit Score, to American Express at our request at any time as long as you are enrolled in MyCredit Guide. You agree that we will use this information to provide you with MyCredit Guide, to offer products and services to you, for analytical purposes, and for other purposes as permitted by applicable law. For more information about how American Express protects your privacy, please visit <https://www.americanexpress.com/us/content/legal-disclosures/privacy-center.html>

### **VantageScore Credit Score**

The credit score provided through MyCredit Guide is your VantageScore Credit Score. VantageScore Credit Score is calculated by a model (as may be updated from time to time) created by VantageScore Solutions, LLC. VantageScore Credit Score predicts credit risk. Specifically, it measures the probability that a person will pay his or her debts on time. There are many different credit scores in the marketplace based on different models with different scoring ranges. The scores provided through MyCredit Guide are for your education/information purposes only. MyCredit Guide can only evaluate the account information that appears on your TransUnion consumer credit report. Accounts not reported to or subsequently deleted from your TransUnion consumer credit report will not be reflected in your score. MyCredit Guide does not maintain your credit report information and is not able to make any changes to it. American Express also cannot act on your behalf to dispute the accuracy of any information that appears in your credit report, other than information reported by American Express. American Express and TransUnion are not responsible for inaccurate results, including any due to incorrect, incomplete, or outdated information in your credit report.

### **Simulations**

MyCredit Guide has a credit score simulator that estimates how certain changes in your credit behavior may impact your credit score. This simulator shows how these changes may impact the credit score displayed on MyCredit Guide, which is the VantageScore Credit Score. Simulated scores and score changes simulated by MyCredit Guide are only estimates. American Express

and TransUnion do not guarantee that your actual credit score will change by the same amount, in the same way, or at all.

### **Credit Repair Disclaimer**

American Express and TransUnion are not credit repair organizations as defined under federal or state law, including the Credit Repair Organizations Act. American Express and TransUnion do not provide “credit repair” services or advice or assistance regarding rebuilding or improving your credit history or credit score, or monitoring for specific events that may impact your credit information.

### **Communications**

You agree to receive these Terms and Conditions and all other communications regarding MyCredit Guide in electronic form. By enrolling in MyCredit Guide, you consent to receive all notices, alerts or other communications which we may give you in connection with MyCredit Guide by any or all of the following methods, at our option:

- Through electronic notice given to any electronic mailbox we have for you,
- Any other email address you provide to us,
- The current address we have on file for you, or
- In any other manner permitted by law including, but not limited to, posting it on our website.

### **Your Right To Receive A Free Credit Report From [AnnualCreditReport.com](http://AnnualCreditReport.com)**

Under the Fair Credit Reporting Act, you have the right to receive a free credit report from each of the three national consumer reporting agencies (Experian Information Solutions, Inc., Equifax Inc., and TransUnion) once during any twelve-month period. To do so or for more information, visit [AnnualCreditReport.com](http://AnnualCreditReport.com) or call 877-322-8228.

### **Adding, Changing or Deleting Features**

We may, from time to time, introduce new features to MyCredit Guide or change or delete existing features in our sole discretion. We will notify you if we do this, if we are legally required to do so. By using any new or changed features when they become available, you agree to be bound by the Terms and Conditions concerning these features.

### **Cancellation by You or Us**

You may cancel your enrollment in MyCredit Guide at any time by unenrolling on the MyCredit Guide website. Your cancellation will be effective after we have a reasonable time to process it. Cancellation does not affect the validity of any actions taken by us or you prior to your cancellation.

We may cancel MyCredit Guide or change these Terms and Conditions at any time in our discretion.

### **Trademark Information**

MyCredit Guide and the trademarks, logos, and service marks displayed on this web site (excluding those owned by TransUnion and VantageScore Solutions, LLC) are the property of American Express, its affiliates or their respective third party owners. Under no circumstances may you alter, modify, or change these trademarks. You are prohibited from using these trademarks for any purpose without written permission.

### **Limitation of Liability**

BY ENROLLING IN, USING OR ACCESSING MYCREDIT GUIDE, YOU AGREE THAT AMERICAN EXPRESS IS NOT AND SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ENROLLMENT IN OR USE OF OR ACCESS TO MYCREDIT GUIDE (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). YOU UNDERSTAND AND AGREE THAT YOUR USE OF OR ACCESS TO MYCREDIT GUIDE IS AT YOUR SOLE RISK AND THAT MYCREDIT GUIDE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH MYCREDIT GUIDE, ARE PROVIDED

ON AN "AS IS" "WHERE IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

### **No Warranties**

YOU ACKNOWLEDGE THAT AMERICAN EXPRESS MAKES NO WARRANTY THAT MYCREDIT GUIDE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, AMERICAN EXPRESS DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO MYCREDIT GUIDE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE THROUGH MYCREDIT GUIDE. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

### **Termination or Suspension**

We may terminate, suspend or limit your access privileges to MyCredit Guide, in whole or part, at any time for any reason without prior notice.

### **Choice of Law**

These Terms and Conditions and their enforcement shall be governed by the laws of the State of New York without regard to any choice of law provision, and applicable federal law. You irrevocably and unconditionally submit to the jurisdiction and venue of the United States District Court for the Southern District of New York, or if such court does not have subject matter jurisdiction, to the courts of the State of New York.

### **American Express Account Information**

If you have an American Express account, any account information provided to you as part of MyCredit Guide is not the official record of your account or its activity. Your account statement, furnished to you by us for accounts in a paper format, or electronically if you are enrolled in

paperless statements service, will remain the official record. MyCredit Guide information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or not taking, any act.

## **Claims Resolution**

This section explains how claims can be resolved through mediation or arbitration. IT INCLUDES AN ARBITRATION PROVISION.

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 participation in MyCredit Guide or these Terms and Conditions, 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 MyCredit Guide; and (4) claims that arise from or relate to (a) enrollment in, access to or use of MyCredit Guide, or (b) advertisements, promotions or oral or written statements related to MyCredit Guide. You may not sell, assign or transfer a Claim.

### **(A) Sending a Claim Notice**

Before beginning a 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](http://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 sent to your postal or email address. Notice to us must include your name and address and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. 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.

### **(B) 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](http://jamsadr.com)) or the American Arbitration Association ("AAA") (1-800-778-7879, [adr.org](http://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 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.

## **(C) 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 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.**

### **1. 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 these Terms and Conditions. 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. §§ 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.

### **2. 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 or other persons similarly situated.**

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. 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.

### **3. 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. The arbitration will be confidential, but you may notify any government authority of your Claim.

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, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. 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.

#### **4. 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 reasonable fees of an expert appointed by the arbitrator for good cause.

#### **5. Additional Arbitration Awards**

If the arbitrator rules in your favor for an amount greater than any final offer we made before 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.

#### **(D) Continuation**

This section will survive termination of MyCredit Guide or your enrollment in it. 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.