

Concierge Terms

Eligibility: In order to be eligible for the services and benefits described below, offered by Ten through U.S. Bank, an individual must be a U.S. Bank FlexPerks® Gold American Express® Cardmember, as defined below.

Duration of Coverage: The coverage period of the services described herein, rendered by Ten, and runs concurrent with the validity of the Cardmember's Card account. If for any reason the Card account is terminated or cancelled, the Cardmember's eligibility to receive the services described herein will be immediately cancelled.

Access: The services offered in this program will be arranged by Ten. **Availability of Services:** Services are available worldwide and are subject to the limitations set out in the terms and conditions below. In no event will the services be available in any country or territory which is the subject of governmental or quasigovernmental economic or political sanctions, which may be involved in an international or internal conflict, or where the existing infrastructure is deemed inadequate by Ten to guarantee service.

24-hour Toll-free Access Worldwide: To facilitate obtaining the services, Ten offers multi-lingual telephonic access, where available, 24 hours a day, 365 days a year. For 24-Hour Emergency Assistance, Cardmembers should call: Toll-Free Number: 800-701-7151; Collect Number: 415-625-1969.

General Definitions: Covered Person means a Cardmember, or spouse living at the same address as the Cardmember, or a dependent child under the age of 19 of the Cardmember, or a dependent of the Cardmember who is a full-time college student under the age of 23. In any case the Covered Person must reside permanently in the United States and be traveling with the Cardmember. Cardmember means a person who has entered into an agreement with U.S. Bank establishing an account which entitles such person to make purchases at merchants using a card or other payment method or device issued by U.S. Bank, in the United States under license from American Express.

Content of the assistant services

Ten will assist the Covered Person with information related to travel, dining, entertainment events, and other major events in metropolitan areas.

Specialty Referrals: While the Cardmember is at home or traveling, Ten can provide referrals to other professional services, examples include (but not limited to) - personal chefs, party planners, interpreters, dog walkers, health and fitness facilities. All costs for actual services are borne by the Cardmember.

Cost of service provided

Most of the assistance services are offered to the Covered Person at no cost. According to circumstances and depending on the nature of the requested service, Ten cannot undertake any request we consider to be:

- Illegal
- For resale, professional, or commercial purposes
- Virtually impossible or unfeasible
- Subject to risk, e.g., illegal sources or activities
- A violation of the privacy of another person
- A violation of any local, national, or international laws
- Unethical and/or immoral

- Price-shopping for items known to already be discounted

When goods or services are purchased on the Covered Person's behalf:

- Items will be purchased and/or delivered in accordance with local, national, and international regulations.

- Cardmember is at all times responsible for customs and excise fees and formalities.

- Ten recommends that the items be insured for mailing and shipping.

Ten accepts no responsibility for any delay, loss, damage, or resulting consequences.

- Ten reserves the right to decline or stop working on a request at any time and will not be liable for any consequences. If a request is declined, Ten will endeavor to offer an alternative.

- The Cardmember will be responsible for all costs and expenses related to the Covered Person's request. All expenses will be debited, in some cases in advance of purchase, to the Cardmember's account, irrespective of the success of the search and/or the Covered Person's acceptance of the goods and/or services arranged on the Covered Person's behalf. Ten will seek the Cardmember's authorization prior to arranging a service. In some instances written authorization may be required. Ten will endeavor to use and recommend providers which are, in Ten's experience, generally reliable. However, neither U.S. Bank nor Ten shall have any liability arising in connection with any use or recommendation of a provider, or in connection with any provider that does not fulfill its obligations to the Covered Person, other than assistance with the resolution of any dispute with the provider concerning the services or products in question. In instances where a requested service or product can only be provided by a provider with respect to which Ten has not had significant experience, or which has not always been reliable in Ten's prior experience, Ten may inform the Covered Person of such fact. Should the Covered Person nevertheless wish to utilize such provider, U.S. Bank nor Ten shall have any liability whatsoever for the risks undertaken, consequences arising thereof, or the resolution of any dispute relating to the services or products in question.