

# Amazon Rewards Program Agreement

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## 1. Important information about the program and this agreement

Your Amazon Business American Express Card/Amazon Business Prime American Express Card Account is issued by American Express National Bank. The Amazon rewards program is offered by Amazon and American Express. This document describes how the Amazon rewards program works and is an agreement between you, Amazon and American Express. You agree that use of your Card Account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:

- “Additional Card Member” is defined in the Card Member Agreement for your Card Account
- “agreement” means this document
- “Amazon” means Amazon Services LLC and its affiliates
- “Amazon.com” means the website accessible at Amazon.com
- “Amazon Account” means the Amazon.com or Amazon Business Account from which you apply for your Card Account
- “Amazon Books” means Amazon Books locations in the U.S.
- “Amazon Business” means the business or businesses operating in the U.S. as Amazon Business
- “Amazon Go” means Amazon Go locations in the U.S.
- “AWS” means the business or businesses operating in the U.S. as Amazon Web Services
- “Basic Card Member” means the person who applied for the Card Account or to whom we address billing statements
- “Card Account” means the Credit Card Account associated with your Amazon Business American Express Card/Amazon Business Prime American Express Card, or any Account number used by you to access your Credit Card Account
- “Company” means the business for which the Card Account is established
- “Credit Card” or “Card” means the physical Card associated with your Card Account
- “designated Amazon properties” is defined in section 3 of this agreement titled “*Amazon rewards option*”
- “eligible Prime membership” means a current Prime membership or Business Prime membership, as determined by Amazon and governed by the Prime or Business Prime terms and conditions. Please visit [Amazon.com/businesscard](https://www.amazon.com/businesscard) to learn more about eligible Prime memberships
- “eligible purchases” is defined in the section 4 of this agreement titled “*How you can earn % Back rewards*”
- “Payment Terms” means that a charge associated with a purchase subject to Payment Terms will not become due and will not begin to accrue interest for a predetermined period of time. We may also refer to this as 90 Day Terms or 60 Day Terms or sometimes just Terms
- “points” means Amazon Rewards points
- “program” means the Amazon rewards program described in this agreement
- “program Account” is the rewards Account associated with your Card Account
- “rewards option” is defined in section 3 of this agreement titled “*Amazon Rewards Option*”
- “we”, “us”, “our,” and “American Express” mean American Express National Bank and its affiliates

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- “Whole Foods Market” means Whole Foods Market locations in the United States, including Whole Foods Market 365 stores and the website accessible at [www.wholefoodsmarket.com](http://www.wholefoodsmarket.com). “Whole Foods Market” does not include:
  - third-party sites (including, for example, Eventbrite, Instacart, Google Express, Shipt, and buyatab.com) where Whole Foods Market or Whole Foods Market 365 products or services, or event tickets, classes, or gift Cards redeemable at Whole Foods Market or Whole Foods Market 365, may be purchased; or
  - third-party vendors operating at Whole Foods Market locations
- “you” and “your” mean the Basic Card Member and the Company
- “% Back rewards” are the rewards you earn under the program. % Back rewards are tracked as points and each 100 points in % Back rewards earned is equal to \$1. You may simply see “% Back” in marketing materials when referring to the rewards you earn
- “5-2-1 % Back rewards” is described in section 4 of this agreement titled “How you can earn % Back rewards”
- “3-2-1 % Back rewards” is described in section 4 of this agreement titled “How you can earn % Back rewards”

We may make changes to the program and the terms of this agreement at any time. For example, we may:

- add new terms or delete terms
- change how you earn points
- change how you use points
- change what you can get with points. We may temporarily prohibit you from earning points,

using points you’ve already earned, or using any features of the program.

We may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.

We may refer to this agreement as the Rewards Program Terms in communications about the program and in supplemental terms, conditions, disclosures, and agreements.

### 2. Notice of changes

We’ll give you prior written notice of the following types of changes to the program or this agreement:

- if we add or increase fees applicable to the program
- if we change the rates at which points can be earned in this program
- if we limit the number of points you can earn
- if we remove a designated Amazon property from the program
- if we cancel the program

We’ll send this notice to you in writing, which, at our option, may be delivered to you electronically by email or through our online services, such as [americanexpress.com](http://americanexpress.com) or the American Express Mobile App.

We’ll give you notice of other changes to the program or agreement by posting an updated copy of this agreement, which you can view at [americanexpress.com/amazonrewards](http://americanexpress.com/amazonrewards).

We won’t provide notice when we change what you can get when you Shop with Points. You understand and agree that we can make these changes at any time.<sup>1</sup> You

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can see what you currently can and cannot get when you Shop with Points at [Amazon.com/businesscardpoints](https://www.amazon.com/businesscardpoints).

### 3. Amazon rewards option

- The designated Amazon properties are Amazon Business, AWS, Amazon.com, Whole Foods Market, Amazon Go, and Amazon Books.
- When using your Card for eligible purchases on designated Amazon properties, you will have the option to either (i) earn % Back rewards on your purchase or (ii) apply Payment Terms to your purchase. We refer to this option as your rewards option. When making purchases at Whole Foods Market and Amazon-branded physical store locations, you may not have the option to select a rewards option at checkout; in such cases, your default rewards option will apply. You will not earn % Back rewards on any purchase to which you apply Payment Terms.
- Your default selection for your rewards option will initially be set to earn % Back rewards. You may be allowed to select your rewards option at the point of sale for certain purchases on designated Amazon properties. In those instances, only your selection at point of sale will be honored, even if it differs from your default selection. If you are not allowed to select your rewards option at the point of sale, your default selection will apply to such eligible purchase. You will not be able select your rewards option at point of sale for transactions made through Accounts Payable Automation Solutions (e.g., Vendor Pay) and you may not receive Payment Terms or higher percentage % Back rewards for such transactions. Additional Card Members cannot select the rewards option at the point of sale in the same way the Basic Card Member can; the selected default rewards option will apply to purchases made by Additional Card Members. You can select the

default option on your Amazon Account settings page. You cannot change the rewards option which is applied to your purchase, or to a purchase made by an Additional Card Member, after the applicable purchase has been made.

- Your default selection for your rewards option can be changed at any time on your Amazon Account settings page, which can only be accessed through the Amazon Account that is associated with your Card. It may take up to 48 hours for such a change to take effect.

### 4. How you can earn % Back rewards

**With 5-2-1 % Back rewards, you'll earn:**

- **5% Back** on the first \$120,000 you spend in any calendar year on eligible purchases made using your Card Account at a designated Amazon property when the % Back rewards option applies. Once you reach this \$120,000 cap, for the remainder of the same calendar year you will earn 1% Back on all eligible purchases made using your Card Account at designated Amazon properties. At the start of every calendar year, the \$120,000 cap will reset, and you will again earn 5% Back on the first \$120,000 in eligible purchases made during the year when the % Back rewards option applies. 5% Back is earned only on purchases made at designated Amazon properties. If you choose Payment Terms on a purchase, you will not earn % Back rewards on that purchase, and the amount of your purchase will not count toward the \$120,000 cap. 5% Back is not earned on purchases from merchants using Amazon Pay, or

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purchases made at any website or location that is not a designated Amazon property. 5% Back equals 5 points for each \$1 spent, which equates to \$0.05 in % Back rewards. For example, if you spend \$100 using your Card Account on an eligible purchase at a designated Amazon property, you will earn 500 points, which is equal to \$5 in % Back rewards.

- **2% Back** for each \$1 spent on eligible purchases in the following rewards categories: U.S. gas stations, U.S. restaurants, and wireless telephone services purchased directly from U.S. service providers. 2% Back equals 2 points for each \$1 spent, which equates to \$0.02 in % Back rewards. For example, if you spend \$100 using your Card Account on an eligible purchase in one of these categories, you will earn 200 points, which equates to \$2 in % Back rewards.
- **1% Back** for each \$1 spent on all other eligible purchases. 1% Back equals 1 point for each \$1 spent, which equates to \$0.01 in % Back rewards. For example, if you spend \$100 using your Card Account on any other eligible purchase, you will earn 100 points, which equates to \$1 in % Back rewards.

### With 3-2-1 % Back rewards, you'll earn:

- **3% Back** on the first \$120,000 you spend in any calendar year on eligible purchases made using your Card Account at a designated Amazon property when the % Back rewards option applies. Once you reach this \$120,000 cap, for the remainder of the same calendar year you will earn 1% Back on all subsequent eligible purchases made using your Card Account at designated Amazon properties. At the start of every calendar year, the \$120,000 cap will reset, and you will again earn 3% Back on the first \$120,000 in eligible purchases made during the year when the % Back rewards option

applies. 3% Back is earned only on purchases made at designated Amazon properties. If you choose Payment Terms on a purchase, you will not earn % Back rewards on that purchase, and the amount of your purchase will not count toward the \$120,000 cap. 3% Back is not earned on purchases from merchants using Amazon Pay or purchases made at any website or location that is not a designated Amazon property. 3% Back equals 3 points for each \$1 spent, which equates to \$0.03 in % Back rewards. For example, if you spend \$100 using your Card Account on an eligible purchase at a designated Amazon property, you will earn 300 points, which is equal to \$3 in % Back rewards.

- **2% Back** for each \$1 spent on eligible purchases in the following rewards categories: U.S. gas stations, U.S. restaurants and wireless telephone services purchased directly from U.S. service providers. 2% Back equals 2 points for each \$1 spent, which equates to \$0.02 in % Back rewards. For example, if you spend \$100 using your Card Account on an eligible purchase in one of these categories, you will earn 200 points, which equates to \$2 in % Back rewards.
- **1% Back** for each \$1 spent on all other eligible purchases. 1% Back equals 1 point for each \$1 spent, which equates to \$0.01 in % Back rewards. For example, if you spend \$100 using your Card Account on any other eligible purchase, you will earn 100 points, which equates to \$1 in % Back rewards.

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### When you earn 5% Back or 3% Back on designated Amazon properties.

- Your initial eligibility for 5% Back rewards is determined by your Amazon Account. You will be eligible to earn 5% Back at designated Amazon properties if your Amazon Account has an eligible Prime membership. You will be eligible to earn 3% Back at designated Amazon properties if your Amazon Account does not have an eligible Prime membership. If your Amazon Account has an eligible Prime membership at the time of purchase, you will be eligible for 5% Back rewards.
- A second Amazon Account can be included in determining the eligible Prime membership status for your Card. The Basic Card Member can authenticate an Amazon Business Account (if they applied from an Amazon.com Account) or Amazon.com Account (if they applied from an Amazon Business Account). You will be eligible for 5% Back rewards so long as either of the authenticated Accounts has an eligible Prime membership.

Please note that you can only have one Amazon.com and one Amazon Business Account authenticated for your Card Account at any given point in time, and you will need to have an eligible Prime membership on at least one of those Accounts in order to qualify for the 5% Back.

### How to see if your Card Account earns 5% Back or 3% Back at designated Amazon properties.

To see if your Card Account earns 5% Back or 3% Back on purchases at designated Amazon properties, follow these steps:

- sign into your Amazon Account;
- visit “Your Account” page;

- visit the “Manage Payment Options” page under “Payment Methods” section; and
- expand the details of your credit Card.

The details of your credit Card will specify if your Card Account earns 5% Back or 3% Back on purchases at designated Amazon properties.

In accordance with the above terms, Amazon will notify American Express at the time of each purchase whether the purchase earns 5% Back or 3% Back.

“Eligible purchases” are purchases of products and services, minus returns and other credits. Buying products and services with your Card Account, in most cases, will count as an eligible purchase; however, the following types of transactions won’t be eligible for the Amazon rewards option, won’t earn % Back rewards and won’t be eligible for Payment Terms:

- cash advances
- travelers checks, foreign currency, money orders, wire transfers
- Cash-like transactions not made at designated Amazon properties, such as purchases or reloading of prepaid Cards or person-to-person payments
- lottery tickets, casino gaming chips, race track wagers or similar betting transactions
- unauthorized or fraudulent charges
- fees of any kind payable to American Express (such as late payment fees, Card Account annual fees, interest charges and delinquency charges)
- Purchases paid with points

Category Disclosure: Purchases made on a designated Amazon property will be

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recognized as such and treated in accordance with the terms of this agreement. Purchases made elsewhere (including purchases made from a third-party vendor operating at the same location as a designated Amazon property) may not be categorized as you expect.

Merchants are typically assigned codes and categorized based on what they primarily sell. A purchase will not receive higher percentage % Back rewards if the merchant's code is not eligible.

Purchases made through a third-party payment Account or on an online marketplace with multiple retailers (other than a designated Amazon property) will not receive a higher percentage reward. A purchase may not receive a higher percentage reward if the merchant submits the purchase using a mobile or wireless Card reader or if you use a mobile or digital wallet.

### Ways to earn bonus points

We may offer you ways to earn bonus points through the program or special promotions. You'll find out more about the number of bonus points you can earn and any other terms at or before the time of each eligible offer. The terms of this agreement will apply to any such offer. If there is any inconsistency between this agreement and the offer terms, the offer terms will prevail to the extent of such inconsistency.

### When % Back Rewards will appear in your Program Account

Generally, 5-2-1 % Back rewards and 3-2-1% Back rewards will appear in your Program Account upon receipt of your next payment following the eligible transaction. However, timing may depend on when American Express receives transaction data from merchants and partners.

### 5. How you can use points

- You can use points to redeem for any available options. Options include eligible purchases at Amazon.com, Amazon Business, or towards a charge on your statement.

- You are responsible for how points are used including if you allow anyone else to access or use your points.
- To use points, minimum and maximum amounts may apply. We'll let you know about any minimum or maximum amounts, as well as any additional terms and conditions, before you use points.
- Once points have been used, the transaction is considered final and may not be canceled unless otherwise noted.
- Applicable sales/use taxes, fees, surcharges, and shipping and handling charges are your responsibility.
- Points are not your property. You can't transfer points to any other person or program Account. Additionally, points can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.

### 6. Shop with Points at Amazon.com and Amazon Business

- You (and any Additional Cardmember who you have authorized to use points) can use points for all or part of a payment toward eligible purchases at Amazon.com and Amazon Business, provided (i) your enrolled Card Account is not past due, canceled or has a returned payment outstanding<sup>1</sup>, and (ii) you have sufficient points in your program Account to cover the portion of the purchase for which you are paying with points. Your Card will be automatically enrolled into the Shop with Points program. If for any reason

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you are not automatically enrolled, you can manually enroll at [Amazon.com/hp/shopwithpoints/account](https://www.amazon.com/hp/shopwithpoints/account). You can authorize Additional Cardmembers to use available points in your program Account by contacting American Express using the number on the back of your Card.

- If you don't have enough points to pay for a purchase at Amazon.com or Amazon Business, you can pay the additional cost with your Card.
- We may deduct the number of points that you use for your Amazon.com or Amazon Business purchase from your points balance when you place your order. Your points balance may not reflect pending transactions.
- For valid returns or cancellations, points will be credited as a statement credit on your Card, and they will not be refunded to your points balance unless you call American Express to request a conversion of the statement credit to points.
- You must contact Amazon to cancel a purchase you made on Amazon.com or Amazon Business), or to make any other changes to that purchase, even if points were used to complete that purchase.
- Returns and refunds are subject to Amazon's policies.

<sup>1</sup> New York Card Members can continue to use points in these scenarios for at least 90 days by calling the number on the back of their Card. "New York Card Member" means a Card Member with a New York billing address on a linked Card Account.

### 7. Using points for your charges

When you use points for your charges, you are using points towards specific, eligible charges.

#### Who can use points for eligible charges

To use points for eligible charges, you must:

- Be the Basic Card Member
- Have an enrolled Card Account that is not past due, canceled or has a returned payment outstanding <sup>2</sup>
- Have at least 1,000 available points in your Card Account

Account managers and Rewards managers may be eligible to use points by calling the number on the back of your Card but are not eligible to use points online.

#### Eligible charges

American Express will present the eligible charges you can use points towards, and we may change which charges are eligible at any time without notice. American Express is under no obligation to make charges eligible for redemption using Amazon Rewards points.

Generally, these charges meet the following criteria:

- The charge must occur in the U.S. or in a U.S. territory
- The charge must appear online in Recent Activity or in your Current Statement
- The charge has never been disputed
- The charge must be at least \$1
- The charges cannot be current Payment Terms transactions
- The charges cannot have been paid for previously with points

#### How to use points for your charges

You can use points for eligible charges in recent activity or in your current statement at [americanexpress.com](https://www.americanexpress.com) by clicking on the "Use Points for Your Charges" link.

When you use points for an eligible charge, the points will be deducted immediately from your

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program Account, and an accompanying credit will be applied to your Card Account within 48 hours. You may use points only toward the entire amount of an eligible charge.

If a credit is processed after your Card Account's statement closing date, it will appear in your next statement. In any case, you are responsible for paying the full amount due on your Card statement by the due date

<sup>2</sup> New York Card Members can continue to use points in these scenarios for at least 90 days by calling the number on the back of their Card. "New York Card Member" means a Card Member with a New York billing address on a linked Card Account.

### 8. Forfeiting and getting points back

#### For returning items purchased with your Card

If you return something that you purchased with your Card, the statement credit you receive in your Card Account will cause a corresponding deduction of points from your program Account.

#### For returning purchases that you got with points

If you return any purchase for which you used Amazon Rewards points and for which returns are permitted, your points will be credited as a statement credit on your Card, and they will not be refunded to your points balance unless you call American Express to request a conversion of the statement credit to points. This also applies to orders that remain unfulfilled for 30 days.

#### For making late payments

If you don't pay the amount due on your Card Account statement by the date it is due, any points accrued from that Card Account during the period covered by the billing statement will not be earned and will not post to your Rewards Account.

You can eventually earn these points, but first you must make all required payments, then call the number on the back of your Card to request the points. There is a \$35

fee for each billing period and for each Card Account for which you reinstate points. You must request the points within 12 months of the billing period in which you didn't earn them.

Points can be reinstated only by the Basic Card Member.

#### For cancelling your Account

If we cancel your Card Account for any of the following reasons, you'll forfeit all points in your program Account except as noted:

- If we cancel your Card Account due to inactivity, you have 90 days to use points in your program Account before they are forfeited.
- If we cancel your Card Account in the event of your death, your executor or personal representative may request to use the points in your program Account in a one-time redemption by calling us.
- If we cancel your Card Account by accident, points in your program Account will not be forfeited.

If we cancel your Card Account for any other reason (including bankruptcy or insolvency), you'll forfeit all points in your program Account.<sup>3</sup>

If you voluntarily cancel your Card Account, but you keep at least one American Express Card Account open and is not past due or canceled, you'll have up to 30 days from the date of cancellation to use any points in your program Account.<sup>3</sup>

If you voluntarily cancel your Card Account and you don't keep open any American Express Card Accounts, all points in your program Account will be immediately forfeited.<sup>3</sup>

<sup>3</sup>New York Card Members Only: New York Basic Card Members receive 90 days from notification of Account closure to redeem points. If you have any questions, please call the number on the back of your Card for assistance.

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### **Negative point balance**

In certain circumstances (for example, if points you received for a purchase are reversed because you returned that purchase and your point balance is insufficient to cover the reversal; or, if we determine that you are ineligible for an additional points incentive award that you received and your point balance is insufficient to cover the reversal of the incentive award) your point balance can be negative. If this happens, any points you receive thereafter will be applied first to the negative balance, and you will not have points available for redemption until your point balance becomes positive.

### **9. Other important information you should know**

If we in our sole discretion determine that you have engaged in abuse, misuse or gaming in connection with earning or using points or that you may attempt to do so, we may:

- Take away all points in your program Account
- Temporarily suspend your ability to redeem points
- Temporarily suspend your ability to earn points
- Cancel your program Account
- Cancel any of your American Express Cards

All questions or disputes about program eligibility, earning points or using points will be resolved solely by American Express.

It is your responsibility to find out if you are liable for any federal, state, or local taxes as a result of earning or using points.