

Membership Rewards®

CONTACT US

If you have questions about these Terms and Conditions, Please Contact us at 1-800-AXP-EARN (1-800-297-3276)

PRINT

Click [here](#) to print Membership Rewards Program Terms and Conditions

Terms and Conditions

ABOUT THE PROGRAM

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FORFEITING AND GETTING POINTS BACK

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1. IMPORTANT NOTICE

We may add to and/or change the Membership Rewards program Terms & Conditions at any time. For example, we could:

- Change the number of points you can earn for eligible purchases
- Change the number of points required to get rewards
- Impose caps and/or fees on earning and/or using points
- Increase annual and/or other program fees
- Cancel rewards

We also may cancel the program at any time, as long as we give you three months' notice. During this three-month period, we may change or cancel some or all of the rewards that are current at that time. Once the three months have passed, you'll no longer be able to earn or use points.

Our merchants and rewards may change at any time. Card Members can only use points for rewards that are currently available. Certain rewards are only available for specific time periods.

Some rewards may have additional terms and conditions, including those from our merchants. To see detailed terms and conditions for a specific reward, find your reward on [membershiprewards.com](#) and then click the "Terms and Conditions" link on the reward detail page.

When you use points to get rewards, you release American Express and all of its affiliates from liability for your use of points, for the reward and how you use it, and for your participation in the program.

We may refuse your request to use points if any of your Linked Card Accounts are past due, canceled or have a returned payment outstanding.

These Terms & Conditions apply to your participation in the Membership Rewards program. Your Card Member Agreement applies to your Linked Card Account.

2. WHO CAN USE THE PROGRAM & ANNUAL FEES

Not all Card Members are eligible to participate in the Membership Rewards program. Some eligible Card Members are automatically enrolled in the program at no additional charge. Other Card Members must choose to enroll and pay an annual fee. Each Card account or Card that is linked to your program account is called a Linked Card Account. Use the chart below to see if you are eligible for the program, whether you are automatically enrolled and whether there is an additional cost for enrolling. If your Card is not listed in the chart below, you are not eligible for the program.

| Card/Product Name | Automatically Enrolled? | Additional Cost to Enroll? |
|------------------------------------------------------|-------------------------|----------------------------|
| Consumer Cards | | |
| American Express® Gold Card for Ameriprise Financial | Yes | None |
| Amex EveryDay® Credit Card | Yes | None |
| Amex EveryDay® Preferred Credit Card | Yes | None |
| American Express® Green Card | Yes | None |
| American Express® Senior Green Card | No | \$40 |
| American Express® Traditional Green Card | No | \$40 |
| Some Blue from American Express® Cards | Yes | None |
| Centurion® Card from American Express | Yes | None |
| American Express Classic Gold Card | Yes | None |
| Traditional Gold Card from American Express | No | \$40 |



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|---------------------------------------------------------------------|--------|------|
| Senior Gold Card from American Express | No | \$40 |
| Morgan Stanley Credit Card from American Express | Yes | None |
| Optima® Credit Card | No | None |
| Optima® Platinum Card® | No | None |
| Platinum Card® from American Express | Yes | None |
| Platinum Card® from American Express Exclusively for Charles Schwab | Yes | None |
| Platinum Card® from American Express Exclusively for Morgan Stanley | Yes | None |
| Platinum Card® from American Express for Ameriprise Financial | Yes | None |
| Platinum Card® from American Express for Goldman Sachs | Yes | None |
| The International Dollar Platinum Card® | Yes | None |
| American Express® Gold Card | Yes | None |
| ZYNC® Card | Yes | None |
| Business Cards | | |
| Blue for Business® Credit Card | Maybe* | None |
| Blue Business™ Plus Credit Card | Yes | None |
| Business Centurion® Card | Yes | None |
| American Express Business Gold Card | Yes | None |
| Business Gold Rewards Card | Yes | None |
| American Express® Classic Business Gold Card | Maybe* | \$40 |
| Some Business Green Cards | No | \$40 |
| Business Green Rewards Card | Yes | None |



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| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------------------------------|
| Business Platinum Card® | Yes | None |
| Business Purchase Account | No | \$40 |
| Executive Business Card | No | \$40 |
| Platinum Business Credit Card® | No | None |
| Small Business Card™ | No | \$40 |
| Corporate Cards <i>Your company determines if your Corporate Card is eligible to participate in the Rewards Program, and can change participation at any time.</i> | | |
| American Express® Corporate Green Card | No*** | \$90 (\$55 Effective March 6, 2020) |
| American Express® Corporate Gold Card | No*** | \$90 (\$0 Effective March 6, 2020) |
| Corporate Centurion® Card from American Express | Maybe** | None |
| Corporate Platinum Card® from American Express | Maybe** | None |
| Global Dollar Card - American Express® Corporate Platinum Card | Maybe** | None |
| Global Dollar Card - American Express® Corporate Card | No*** | \$75 (\$55 Effective March 6, 2020) |
| Global Dollar Card - American Express® Corporate Executive Gold Card | No*** | \$75 (\$0 Effective March 6, 2020) |

* Because some Cards vary in their benefits, you may need to contact us to find out if your Card is automatically enrolled in the program or if there is any additional cost to enroll.

** Your card will be automatically enrolled into the Membership Rewards Program, unless the company has blocked the Membership Rewards Program for your Card.

*** If a company blocks the Membership Rewards program, then the Card Member will not be eligible to enroll in the program.

Please note that if you already have a Card enrolled in Membership Rewards when you enroll a Business Charge or Credit Card, the Cards may be automatically linked.

The annual program fee will be billed to your Card account on your enrollment date anniversary each year. Your enrollment date is the day we complete processing your enrollment. Please note this fee is non-refundable. Eligible Cards must be not canceled or not past due to enroll in the program. Your enrollment in the program may be canceled if any of your Linked Card Accounts are past due, canceled or have a returned payment outstanding.

Basic and additional Corporate Card Members and Executive Corporate Card Members may enroll in the program unless their company has chosen not to enable participation in the program.

All eligible Cards and accounts must be issued by American Express or one of its affiliates in the U.S. and billed in U.S. dollars from an American Express Operations Center in the U.S.

Card eligibility may change at any time.

3. POINTS

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.

The value of Membership Rewards points varies according to how you choose to use them. If you have more than one Card account linked to your Membership Rewards program account, the value of the points you receive will be determined using the Card that provides the highest point value. To learn more, go to www.membershiprewards.com/pointsinfo.

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1. USING YOUR CARD

Most Card Members will earn one point for every dollar charged for an eligible purchase to their Linked Card Account. Effective March 6, 2020, Corporate Card Members enrolled in the Membership Rewards Program will earn either one point for every dollar, or one point for every two dollars charged on the Corporate Card, depending on the earn rate selected by the company for its employees enrolled in the Membership Rewards Program. The earn rate selected will apply to all eligible charges made on the Corporate Card. Some Card Members will earn additional points for every dollar charged for an eligible purchase to their Linked Card Account, as noted in the Getting Additional Points section immediately below. To use points you have earned, including these additional points, you must pay the amount due on your Linked Card Account statement on time. If it's necessary for you to enroll your Card in Membership Rewards in order to participate in the program, you won't earn points for eligible purchases that you made before your enrollment date. As long as you pay the minimum amount due, you will earn points for the full amount of any charge applied to the following:

For Consumer Cards:

- Pay Over Time
- Eligible American Express Credit Card purchases

For Business Cards:

- Extended Payment Option
- Eligible American Express Credit Card purchases

From time to time, we may make promotional offers of points. These offers include terms about how you can earn the points and when you can use them.



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You can view your point balance by logging onto your online account at www.americanexpress.com and viewing your account summary page. Some points may be shown as pending points. Pending points are points you will be able to use after we receive timely payment of the related amount due or in accordance with the terms of the offer for which the promotional points are awarded.

The following transactions aren't eligible purchases and you won't earn points for them:

- Cash Advances
- Balance Transfers
- Express Cash for Charge
- Corporate Express Cash
- Purchases of American Express® Travelers Cheques or American Express® Gift Cheques
- Purchases paid with points
- Purchases and loads of reloadable prepaid cards
- Purchases of cash equivalents
- Card account fees and charges (such as late payment fees, Card account annual fees, interest charges and delinquency charges)
- Membership Rewards program fees and charges (such as program annual fees)
- Fees for Card Member services you enroll in
- American Express Gift Cards purchased online
- Person-to-person payments

2. GETTING ADDITIONAL POINTS

The following Cards are eligible to earn additional points:

[American Express® Gold Card for Ameriprise Financial \(\\$160\)](#)

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your American Express® Gold Card for Ameriprise Financial you will earn:

- One (1) additional point (for a total of two (2) points) for airfare on a scheduled flight charged directly with passenger airlines (Charter flights and private jet flights are excluded);
- One (1) additional point (for a total of two (2) points) at restaurants located in the US.

[American Express® Green Card](#)

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your American Express Green Card you will earn:

- Two (2) additional points (for a total of three (3) points) for each dollar charged on eligible travel purchases including airfare, hotels, cruises, car rentals, campgrounds, trains, taxicabs, rideshare services, tours, ferries, tolls, parking, buses, subways, on third party travel websites, and on amextravel.com. You will not earn additional points for purchases of timeshare properties.

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located within another establishment (e.g., a restaurant inside a hotel, casino, or event venue). For example, purchases made at a restaurant located within a hotel may be recognized as a purchase at a hotel, not a restaurant. You will not earn additional points for purchases at bars, nightclubs, cafeterias, and convenience stores.

Amex EveryDay® Credit Card

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your Amex EveryDay® Credit Card you will earn:

- 1 additional point (for a total of 2 points) on the first \$6,000 of eligible purchases in a calendar year at supermarkets located in the U.S. (superstores and warehouse clubs are not considered supermarkets).

How the 20% Extra Points Benefit Works:

- If you make 20 or more separate purchases of goods or services in a billing period with your Amex EveryDay® Credit Card, you earn 20% extra Membership Rewards points on those purchases less returns and credits with a date in that billing period. A transaction where you buy multiple items counts as one purchase. Purchases do not include fees or interest charges, balance transfers, cash advances, purchases of travelers checks, purchases or reloading of prepaid cards, or purchases of other cash equivalents. This benefit will not apply to any limited time promotions and offers (such as a Welcome Bonus).

Impact of Returns and Credits

- Returns and credits do not reduce your purchase count. Returns and credits will reduce the number of Membership Rewards points and extra Membership Rewards points earned.
- Example: Suppose in a billing period you make 20 purchases totaling \$500 and you return a \$200 item that you purchased in the same or a prior billing period. The return does not reduce your purchase count, but it does reduce the Membership Rewards points on those purchases from 500 to 300. So, in this example you would earn 20% extra on those 300 points.

When Purchases Count

- To count purchases for this benefit, we use the date of the purchase. For example, if you make a purchase on the last day in your January billing period, it might not post to your account until your February billing period. If this happens, the purchase still counts towards your January billing period. In rare instances, a purchase may not post to your account for several billing periods. For example, extreme weather or other business disruptions may delay a merchant in submitting transactions to us. If a purchase posts to your account more than four billing periods after the purchase date, we count it for the billing period in which it posts, and not the purchase date.
- Some merchants combine separate charges into a single transaction before submitting it to us. When this happens, the combined transaction will count as a single purchase for purposes of counting towards 20 separate purchases. For example, if you charge three items to your Card at the same online merchant at three separate times over one or more days, the merchant may combine those three charges and submit them as a single transaction. In that case, that combined transaction will count as one purchase.

Transaction Dates

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Card while traveling (on a hotel, car rental, or while on a cruise), the purchase date may be the date you complete that travel.

General Terms

- You will typically receive the 20% extra Membership Rewards points six to eight weeks after the billing period in which they were earned you make the 20 or more eligible purchases.

Amex EveryDay® Preferred Credit Card

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your Amex EveryDay® Preferred Credit Card you will earn:

- 2 additional points (for a total of 3 points) on the first \$6,000 of eligible purchases in a calendar year at supermarkets located in the U.S. (superstores and warehouse clubs are not considered supermarkets).
- 1 additional point (for a total of 2 points) for gasoline at gas stations located in the U.S. (superstores, supermarkets and warehouse clubs that sell gasoline are not considered gas stations)

How the 50% Extra Points Benefit Works:

- If you make 30 or more separate purchases of goods or services in a billing period with your Amex EveryDay® Preferred Credit Card, you earn 50% extra Membership Rewards points on those purchases less returns and credits with a date in that billing period. A transaction where you buy multiple items counts as one purchase. Purchases do not include fees or interest charges, balance transfers, cash advances, purchases of travelers checks, purchases or reloading of prepaid cards, or purchases of other cash equivalents. This benefit will not apply to any limited time promotions and offers (such as a Welcome Bonus).

Impact of Returns and Credits

- Returns and credits do not reduce your purchase count. Returns and credits will reduce the number of Membership Rewards points and extra Membership Rewards points earned.
- Example: Suppose in a billing period you make 30 purchases totaling \$500 and you return a \$200 item that you purchased in the same or a prior billing period. The return does not reduce your purchase count, but it does reduce the Membership Rewards points on those purchases from 500 to 300. So, in this example you would earn 50% extra on those 300 points.

When Purchases Count

- To count purchases for this benefit, we use the date of the purchase. For example, if you make a purchase on the last day in your January billing period, it might not post to your account until your February billing period. If this happens, the purchase still counts towards your January billing period. In rare instances, a purchase may not post to your account for several billing periods. For example, extreme weather or other business disruptions may delay a merchant in submitting transactions to us. If a purchase posts to your account more than four billing periods after the purchase date, we count it for the billing period in which it posts, and not the purchase date.
- Some merchants combine separate charges into a single transaction before submitting it to us. When this happens, the combined transaction will count as

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combine those three charges and submit them as a single transaction. In that case, that combined transaction will count as one purchase.

Transaction Dates

- A date of a purchase, return or credit may sometimes be different from the date you made the transaction. For example, if you buy goods online, the purchase date may be the date the goods are shipped. Also, if you use your Card while traveling (on a hotel, car rental, or while on a cruise), the purchase date may be the date you complete that travel.

General Terms

- You will typically receive the 50% extra Membership Rewards points six to eight weeks after the billing period in which you make the 30 or more eligible purchases.

Blue BusinessSM Plus Credit Card

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your Blue Business Plus Credit Card you will earn one (1) additional point (for a total of two (2) points) on the first \$50,000 of eligible purchases in a calendar year.

Business Platinum Card

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your Business Platinum Card[®] from American Express Business, you will earn:

- 0.5 additional points (for a total of 1.5 points) on each single eligible purchase of \$5,000 or more, up to a maximum of 1,000,000 extra points associated with this benefit per calendar year.
- Four (4) additional points (for a total of five (5) points) for flights and eligible hotels (prepaid hotels or prepaid travel packages) booked on amextravel.com

American Express[®] Business Gold Card

Subject to these Terms and Conditions, you get at least one Membership Rewards[®] point for each dollar you spend on your Card for eligible purchases. You also get 3 additional points per dollar (for a total of 4 points), on the 2 categories (of 6) where you spend the most each billing cycle, up to the first \$150,000 in combined eligible purchases from these 2 categories each calendar year. Eligible purchases in excess of \$150,000 in a calendar year will receive only one point per dollar spent.

Determining Your Top 2 Categories

To calculate your top 2 categories each billing cycle, we use your posted account transactions that fall into the 6 categories below and issue additional points based on your 2 highest categories of total spend less returns and credits in that same billing cycle. You will only earn 3 additional points in 2 categories each billing cycle even if you have equal spend in more than 2 categories. The 6 categories that qualify for additional points are:

- Airfare on a scheduled flight charged directly with passenger airlines (charter flights and private jet flights are excluded);

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made directly from select technology providers (the current list of select technology providers is available at: americanexpress.com/rewards-info);

- Gasoline at gas stations located in the U.S. (superstores, supermarkets and warehouse clubs that sell gasoline are not considered gas stations);
- Restaurants located in the U.S.;
- Shipping services purchased in the U.S. for courier, postal, and freight.

Business Gold Rewards (\$175)

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your Business Gold Rewards Card from American Express Business you will earn, for the first \$100,000 in eligible purchases in each calendar year in each of the five categories specified below:

- Two (2) additional points (for a total of three (3) points) in one category of your choice from the five categories below and
- One (1) additional point (for a total of two (2) points) in the remaining categories.

The five categories are:

- Airfare on a scheduled flight charged directly with passenger airlines (charter flights and private jet flights are excluded);
- Advertising purchased in the U.S. to promote your business online, on television, or on the radio;
- Gasoline at gas stations located in the U.S. (superstores, supermarkets and warehouse clubs that sell gasoline are not considered gas stations);
- Shipping services purchased in the U.S. for courier, postal, and freight; and
- Computer hardware, software, and cloud computing purchases in the U.S. made directly from select providers. (The current list of select computer hardware, software, and cloud computing providers is available at: americanexpress.com/rewards-info.)

Eligible purchases in excess of \$100,000 in the applicable category in a calendar year will earn only one point for each dollar spent. You may select the category in which to earn two (2) additional points within the first two months of becoming a Card Member. Thereafter, you can change your selection only once during the annual selection period which runs from December 1st to January 31st each year. You can only change your category once annually. You can make your category selection by either calling the number on the back of your Card or going to open.com/businessgold. If you do not make a selection during the initial enrollment period, you will receive two (2) additional points on airfare purchased directly from airlines. If you do not change your election during the annual selection period, your category will remain the same as the previous year. Only the Basic Card Member or Authorized Account Manager with Full Access may make the selection and that selection will apply to purchases made by all Card Members on the account.

American Express Classic Gold Card

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your American Express Classic Gold Card you will earn:

One (1) additional point (for a total of two (2) points) for airfare on a scheduled flight charged directly with passenger airlines (Charter flights and private jet flights are excluded);



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American Express Gold Card

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your American Express Gold Card you will earn:

- Three (3) additional points (for a total of four (4) points) at restaurants worldwide.
- Three (3) additional points (for a total of four (4) points) on the first \$25,000 of eligible purchases per calendar year at supermarkets located in the U.S. (superstores and warehouse clubs are not considered supermarkets).
- Two (2) additional points (for a total of three (3) points) for airfare on a scheduled flight charged directly with passenger airlines or at amextravel.com (Charter flights and private jet flights are excluded).

Platinum Card® from American Express

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your personal Platinum Card from American Express you will earn:

- Four (4) additional points (for a total of five (5) points) for airfare on a scheduled flight charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded).
- Four (4) Additional points (for a total of five (5) points) for eligible hotels (prepaid hotels or prepaid travel packages) booked on amextravel.com.

The Platinum Card® from American Express Exclusively for Charles Schwab

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your personal Platinum Card from American Express you will earn:

- Four (4) additional points (for a total of five (5) points) for airfare on a scheduled flight charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded).
- Four (4) Additional points (for a total of five (5) points) for eligible hotels (prepaid hotels or prepaid travel packages) booked on amextravel.com.

The Platinum Card® from American Express Exclusively for Morgan Stanley

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your personal Platinum Card from American Express you will earn:

- Four (4) additional points (for a total of five (5) points) for airfare on a scheduled flight charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded).
- Four (4) Additional points (for a total of five (5) points) for eligible hotels (prepaid hotels or prepaid travel packages) booked on amextravel.com.

The Platinum Card® from American Express for Ameriprise Financial

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your personal Platinum Card from American Express you will earn:

- Four (4) additional points (for a total of five (5) points) for airfare on a scheduled flight charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded).

The Platinum Card® from American Express for Goldman Sachs

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your personal Platinum Card from American Express you will earn:

- Four (4) additional points (for a total of five (5) points) for airfare on a scheduled flight charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded).
- Four (4) Additional points (for a total of five (5) points) for eligible hotels (prepaid hotels or prepaid travel packages) booked on amextravel.com.

The International Dollar Platinum Card®

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your International Dollar Platinum Card you will earn:

- One (1) additional point (for a total of two (2) points) at restaurants located in the U.S.

Morgan Stanley Credit Card

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your Morgan Stanley Credit Card from American Express you will earn:

- One (1) additional point (for a total of two (2) points) for airfare on a scheduled flight charged directly with passenger airlines (charter flights and private jet flights are excluded);
- One (1) additional point (for a total of two (2) points) at restaurants located in the U.S.;
- One (1) additional point (for a total of two (2) points) for purchases at select department stores located in the U.S. and listed at americanexpress.com/rewards-info;
- One (1) additional point (for a total of two (2) points) for car rentals purchased directly from select car rental companies listed at americanexpress.com/rewards-info

Purchases made through third parties (including resellers and online marketplaces) or through a third party payment account will not earn additional points.

Please visit americanexpress.com/rewards-info for more information about rewards.

3. BUYING POINTS

If you don't have enough points for a reward, you can buy up to either 100,000 or 500,000 points (depending on your Card) per calendar year. You can buy points in 1,000-point increments (at a rate of 1,000 points for \$25) and the charge will be billed on your Card account. You can buy points only when you are in the process of using points for a reward and don't have enough. You can only buy points for

To find out how many points you can buy, see the chart below. Please note that this information only applies to Cards that aren't linked with others on the same program accounts. If you have a Card enrolled in Membership Rewards when you enroll a second Card, the Cards may be linked to the same program account. If the Cards are linked to the same program account, both Cards will be eligible for the benefits available to the Card with the greater benefits. For example, if you link a Blue Card to a program account with your Platinum Card, you will be eligible to buy up to 500,000 points (versus 100,000).

| Card Name | Buy Points Limit |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <ul style="list-style-type: none"> • Blue for Business® Credit Card • Some Blue from American Express® Cards* • Business Management Account • Gold Optima® Card • Optima® Credit Card • Optima® Platinum Card® • Platinum Business Credit Card® • ZYNC® Card | 100,00 |
| <ul style="list-style-type: none"> • American Express® Gold Card for Ameriprise Financial • Amex EveryDay® Credit Card • Amex EveryDay® Preferred Credit Card • American Express Classic Gold Card • American Express® Green Card • American Express® Senior Green Card • American Express® Traditional Green Card • Blue Business™ Plus Credit Card • Business Centurion® Card from American Express • American Express® Business Gold Card • Business Gold Rewards Card • Business Green Rewards Card • Business Membership Rewards® Card • Business Platinum Card® • Business Purchase Account • Centurion® Card from American Express • Executive Business Card • Senior Gold Card from American Express • Morgan Stanley Credit Card from American Express • Platinum Card® from American Express Exclusively for Morgan Stanley • Platinum Card® from American Express • Platinum Card® from American Express Exclusively for Charles Schwab • Platinum Card® from American Express for Ameriprise Financial • Platinum Card® from American Express for Goldman Sachs • American Express® Gold Card • Small Business Card™ | 500,000 |

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* Because some Cards vary in their benefits, you may need to contact us to find out how many points you can buy.

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1. FOR RETURNING ITEMS PURCHASED WITH YOUR CARD

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

2. FOR RETURNING REWARDS THAT YOU GOT WITH POINTS

If you return any reward for which returns are permitted (other than items purchased at Amazon.com), you'll either receive the points back in your Membership Rewards account or a credit on your Card account in dollars, depending on the reward. If you receive a credit, you may be able to convert it back into points by contacting Membership Rewards at 1-800-AXP-EARN (297-3276). Points that you have transferred to a frequent customer program cannot be reverted back to Membership Rewards points.

3. FOR MAKING LATE PAYMENTS

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Membership Rewards Credit Card account, you must pay the amount due on your Linked Account statement so that we receive your payment by the payment due date shown on that statement. If your Linked Account is any other kind of Business Card account or a Corporate Card account, you must pay the amount due on your Linked Account statement so that we receive your payment by the closing date of the next billing period. If you don't, you may forfeit all the points that you earned during the period covered by the statement.

If you forfeit points due to a late payment, they can be reinstated. To do this, you must return your Card account to not past due by making all required payments, then visit your Points Summary page on [membershiprewards.com](#) to reinstate the points. There is a \$35 fee for each billing period and for each Card account for which you reinstate points. You must reinstate points within 12 months of forfeiting them in order to get them back.

4. FOR CANCELING YOUR ACCOUNT

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

- If we cancel your Linked Card Account due to inactivity, you have 90 days to use points in your program account before they are forfeited.
- If we cancel your Linked 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 Linked Card Account by accident, points in your program account will not be forfeited.

If we cancel your Linked Card Account for any other reason (including bankruptcy or insolvency), you'll forfeit all points in your program account.

If you voluntarily cancel your enrollment in the program, but you keep at least one American Express® Card 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.

If you voluntarily cancel your enrollment in the program and you don't keep open any American Express Cards, all points in your program account will be immediately forfeited.

5. 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

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1. TRANSFERRING POINTS TO FREQUENT CUSTOMER PROGRAMS

Who can transfer points

Some Card Members have the option to transfer points into a participating frequent customer program account. The Cards listed below are not eligible to transfer points. All other American Express Cards are eligible.

Please note that this information only applies to Cards that aren't linked with others on the same program accounts. If you have a Card enrolled in Membership Rewards when you enroll, the Cards may be linked to the same program account. If the Cards are linked to the same program account, both Cards will be eligible for the benefits available to the Card with the greater benefits. For example, if you link a Blue Card to a program account with your Platinum Card, you will be eligible to transfer points that you've earned by spending with your Blue Card.another Card.

The following Cards are not eligible to transfer points:

- American Express® Platinum Credit Card
- Blue for Business® Credit Card
- Some Blue from American Express Cards
- Business Management Account
- Gold Optima® Card
- Optima® Credit Card
- Optima® Platinum Card®
- Platinum Business Credit Card®
- ZYNC® Card

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linked to your program account provided that an Additional Card must be issued to the Additional Card Member at least 90 days prior to linking your program account to that Additional Card Member's frequent customer program account.

Conversion rates and increments

For most frequent customer programs, 1,000 Membership Rewards points will equal 1,000 miles, points or credits and must be transferred in 1,000-point increments unless otherwise noted. The only exceptions are:

- Aeromexico: 1,000 points = 1,600 Club Premier points
- El AL Israel Airlines: 1,000 points = 20 Matmid points
- Hilton: 1,000 points = 2,000 Hilton Honors points
- JetBlue Airways: 250 points = 200 JetBlue TrueBlue® points; must be transferred in 250-point increments

Excise tax offset fee

Every time you transfer points into a U.S. airline frequent flyer program, your Linked Card account will be charged an excise tax offset fee of \$0.0006 per point (with a maximum fee of \$99). We charge this fee to offset the federal excise tax that we must pay when you transfer points. This fee may be more or less than the actual amount of excise tax we pay on any individual conversion. We may offer you the option to use points for this fee.

Insurance program coverage

If you book a flight using frequent flyer miles, no charge for that flight will appear on your Card account. This means that insurance programs and other benefits that may apply for purchases charged on your Card account will not apply for flights you book using frequent flyer miles, unless you are enrolled in a product which extends coverage to non-fare tickets.

Frequent customer programs terms and conditions

All terms and conditions set by the frequent customer program apply when you transfer points. Some restrictions apply to participating frequent customer programs, including blackout dates and capacity controls. For exact blackout dates and restrictions, please contact the frequent customer program directly. Any airline or hotel may change their participation in the program without notice. They also may make award-level changes, blackout-date changes or capacity-control changes. American Express is not responsible for telling you about any changes made by participating frequent customer programs. We are not responsible for any points that you convert into a frequent customer program, or for the actions of any participating frequent customer program. If an airline ends their participation in the program, we may limit the number of points you can transfer to that program before their participation ends. This limit won't be less than 100,000 points.

2. USING POINTS FOR CERTIFICATES AND GIFT CARDS

Most Certificates and Gift Cards arrive within 7 business days. You can choose expedited delivery for some Certificates and Gift Cards, but this service comes

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combined unless they say the otherwise, but they can't be combined with other promotional offers. Accepting a Certificate or Gift Card is up to the participating merchant, but photocopies won't be honored.

Certificates and Gift Cards can't be used for purchases you already made or as a payment on any existing account balance. They have no cash value and can't be redeemed for cash or its equivalent, and you can't get a cash return for any unused amount (unless it says otherwise).

Certificates and Gift Cards can't be used anywhere they are not legal. Any other terms, conditions or restrictions included with them also apply.

American Express® Reward Cards can be used at U.S. merchants that accept American Express® Cards except cruise lines, ATMs and recurring billing. Visit americanexpress.com/reward for complete terms. This Card is issued pursuant to a loyalty, reward or other promotional program. Card issued by American Express Prepaid Card Management Corporation.

3. USING POINTS FOR AMERICAN EXPRESS® GIFT CARDS AT AMEXGIFTCARD.COM

You can only use points for American Express® Gift Cards online. When you use points for an American Express® Gift Card:

- Your Linked Card Account will be charged for the Gift Card
- American Express will deduct the points from your program account
- American Express will apply an accompanying credit to your Linked Card Account

The credit to your Linked Card Account may appear during a different billing cycle than the charge for your purchase. You are responsible for paying the amount due on your Card statement by the due date. Any credit to your Linked Card Account in connection with these purchases can't be converted into points. If the points you use don't cover the entire amount of the charge, the difference will remain charged to your Linked Card Account.

We won't ship Gift Cards ordered online at americanexpress.com/gift to the states of VT and HI.

The funds on an American Express® Gift Card don't automatically expire after the "Valid Thru" date printed on the Gift Card. If you have leftover funds on your American Express® Gift Card after the Valid Thru date, call the Customer Service number on or with your Gift Card to get a replacement Gift Card or information about a refund.

4. USING PAY WITH POINTS TO BOOK

TRAVEL, FOR PRODUCTS THROUGH MEMBERSHIPREWARDS.COM, AND ELSEWHERE

When you use Pay with Points anywhere except on Amazon.com (including for products through membershiprewards.com, American Express Travel, Ticketmaster and elsewhere) three things will happen:

- Your Linked Card Account will be charged for your purchase
- American Express will deduct points from your program account
- American Express will apply an accompanying credit to your Linked Card Account

The credit to your Linked Card Account may appear during a different billing cycle than the charge for your purchase. You are still responsible for paying the amount due on your Card statement by the due date.

If the points you use don't fully cover the entire amount of the charge, the difference will remain charged to your Linked Card Account. If your Linked Card Account is a Corporate or Business Card Account, the charge must be used for business purposes only.

If you use a Pay Over Time feature (such as Pay Over Time Direct for Consumer Cards, or the Extended Payment Option for Business Cards) for a purchase using Pay with Points, the statement credit you get may not be applied to that feature. Instead, it might be applied to your Pay in Full balance. If you think this has happened, please call us using the number on the back of your Card.

Point minimums

You must use a minimum amount of points for some Pay with Points rewards:

- American Express Travel: 5,000 points
- AXS: 2,000 points
- Ticketmaster: 2,000 points

5. SHOP WITH POINTS AT AMAZON.COM

The terms and conditions for Shop with Points at Amazon.com apply to eligible purchases made with points at Amazon.com. The following American Express Membership Rewards terms also apply to purchases made through the use of Membership Rewards points at Amazon.com.

Using points at Amazon.com

To use points at Amazon.com, you must first load your Membership Rewards eligible Card into your Amazon.com account and use your Card at least once. When you do this, your program account will also be linked to your Amazon.com account and information about your program account will be shared with Amazon and you will automatically be shown the available Membership Rewards points balance. If your Membership Rewards eligible Card is not saved in your

canceled or have a returned payment outstanding can link their accounts and use points to make eligible purchases at Amazon.com.

Ordering

Card Members may make eligible purchases at Amazon.com using only points, or a combination of points and your American Express Card. When you use points at Amazon.com for your entire purchase, American Express will charge your purchase to your Card account and deduct the points you used from your program account, and you will see a corresponding statement credit for the points you used. If you elect to use points for only a portion of your purchase, American Express will separately charge the portion of your purchase that you did not cover with points to your Card account after the purchase ships. For example, if you make a \$500 purchase and elect to cover \$300 of that purchase with points, American Express will:

- Charge your Card account \$300,
- Apply a \$300 credit to your Card account, and
- After your purchase ships, charge your Card account \$200.

Returning products purchased at Amazon.com

Returns are subject to Amazon.com's policies and must be authorized by Amazon.com before you receive a statement credit for the points you used.

6. USING POINTS FOR TAXI FARES

When you use points for fares (including tips) in certain taxis in New York City, your Linked Card Account will be charged and credited and points deducted from your program account as described in paragraph 5 above, except that the points you use must cover the full amount of the fare, plus tip. The number of points required may vary for future rides and by where you use points. If you do not want to see this Use Points option and your point balance when using your Card in a participating taxi, please call the number on the back of your Card. Corporate Card Members are not eligible to use points for taxi fares if the Corporate Card is the only 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 a Basic Consumer or Business Card Member
- All linked Card Accounts must be not past due, canceled or have a returned payment outstanding
- You must have at least 1,000 available points in your program Account

not eligible to use points online.

Available 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 available for redemption using Membership 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

How to Use Points for Your Charges

You can use points for eligible charges at membershiprewards.com by clicking on the "Cover Your Charges" link.

When you use points for an eligible charge, the points will be deducted immediately from your program Account, and an accompanying credit will be applied to your Linked 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.

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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 any 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

The program is intended to benefit individuals rather than companies. Business and Corporate Card Members may use points for any personal or business purposes they choose, but they can't be directed or forced to use points for business purposes. It is considered fraudulent and abusive for Corporate Card Members to use a single Corporate Card account or rewards account for the purpose of accumulating points for company use.

If you're a Corporate Card Member with only a Corporate Card enrolled in the program and your ability to make charges on your Corporate Card is suspended for any reason (including bankruptcy or insolvency of your employer), your ability to use the points in your program account will also be suspended. You can use the points once your ability to make charges has been restored, as long you meet all other conditions listed here.

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

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These Terms and Conditions replace all previous versions and are governed and construed under the laws (excluding conflicts of law provisions) of New York.

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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.

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 the program, these Terms & Conditions or any prior program agreement, 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 the program; and (4) claims that arise from or relate to (a) the program account or any point balances on the program account, (b) advertisements, promotions or oral or written statements related to the program or any reward or (c) the redemption for and use of any reward. 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

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. 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 these Terms & 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.

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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.

Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

CLAIMS RESOLUTION FOR MILITARY LENDING ACT (MLA) COVERED BORROWERS

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 litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. 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 the program, these Terms & Conditions, or any prior program agreement, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, cross-claims 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 or service in connection with the program; and (4) claims that arise from or relate to (a) the program account or any point balances on the program account, (b) advertisements, promotions or statements related to the program or any reward, and (c) the redemption for and use of any reward. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a claim notice) to us. Go to americanexpress.com/claim for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not required to accept our request. We may include our request with your billing statement or mail it to your home address. Notice to us should include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. You are not required to resolve your claim through mediation or arbitration. **You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.**

Mediation

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the 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

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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 litigation or arbitration. **The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.**

Arbitration

You may elect, but are not required, to resolve any claim by individual arbitration. We may also request to resolve any claim by individual arbitration, but you are not required to accept our request. Claims are decided by a neutral arbitrator.

If you elect or agree to resolve a claim through arbitration, your or our right to litigate that claim in court or have a jury trial on that claim may be limited. Further, you and we may 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.

Initiating Arbitration

If you and we agree to proceed to arbitration, 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 & 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. sec. 1-16 (FAA). We will not request arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You 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.

Limitation on Arbitration

If the parties agree to resolve a claim by arbitration, that claim will be arbitrated on an individual basis pursuant to that agreement, and the agreement would not allow 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.

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 provisions

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 provisions, 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.

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 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.

Continuation

This section will survive termination of the program or your participation 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.

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