

# Welcome to Membership Rewards!

**Last Updated: February 2021**

Welcome to the Membership Rewards® Program (Rewards Program)! These Terms and Conditions are the agreement between American Express® and you for your participation in the program. They also will help you understand how it works.

These Terms and Conditions relate only to the Rewards Program. Your Card Member Agreement, a separate document, outlines the terms and conditions for your American Express® Card Account.

We may make changes to the Rewards Program and we may add to and/or change these Terms and 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 and/or the Rewards Program

Should we cancel the Rewards Program, we'll give you 90 days' notice. You'll be able to earn or use points during that time, but we may change or cancel certain rewards.

## Important program details

Not all Card Members are eligible to participate in the Rewards Program. Some are automatically enrolled at no additional charge. Others must choose to enroll and pay an annual program fee. To learn whether your Card is eligible, whether you must enroll, and whether you must pay an annual program fee, see the 'Compare Cards' section of these Terms and Conditions.

Eligible Cards must be issued by American Express or one of its affiliates in the U.S. and be billed in U.S. dollars. We may change Card eligibility at any time. A Card account may not be enrolled in the Rewards Program if it's cancelled or past due. We may cancel your Rewards Program Account if any Card linked to your Rewards Program Account is cancelled, is past due, or has a returned payment outstanding.

Basic Card Members on eligible Consumer Card Accounts and Business Card Accounts, and Corporate Card Members may have a Rewards Program Account. Additional Card Members on Consumer Card Accounts and Business Card Accounts may not have their own Rewards Program Accounts. Corporate Cards issued to more than one individual may not be linked to a single Rewards Program Account.

You're receiving this document because you're the Basic Card Member, the Basic Business Card Member, or the Corporate Card Member, the person who opened the American Express Consumer, Business or Corporate Card linked to a Rewards Program Account.

Additional Card Members or Additional Business Card Members are those who have Cards tied to your American Express Card Account, respectively.

Rewards Program points don't belong to you and are not your property. You can't transfer them to someone else's Rewards Program Account, you can't sell them, and you can't pass them on as part of a legal action, such as a divorce, an inheritance or bankruptcy.

The value of Rewards Program points varies according to how you choose to use them. If you have more than one Card Account linked to your Rewards Program Account, the Card providing the highest point value will determine the value of all the points in your Rewards Program Account. To learn more, visit [membershprewards.com/pointsinfo](https://membershprewards.com/pointsinfo).

## You agree that:

- When you use points to get rewards, you release American Express and all its affiliates from liability for your use of points, for the reward and how you use it, and for your participation in the Rewards Program.
- We and participating retailers aren't responsible for replacing any lost, stolen or damaged certificates, tickets or gift Cards.

- Generally, you can't use points if your Card account is canceled or past due, or there is a return payment outstanding. Reference the 'Lose Points' section of these Terms and Conditions.
- You're responsible for learning about and paying any federal, state or local taxes that may apply to earning or using points.
- If you have multiple Consumer Card accounts, Business Card accounts and/or Corporate Cards in your name, we may link them all to your Rewards Account. With Corporate Cards, your employer must allow participation in the Rewards Program.

## Earn Points

Once you have an eligible Card enrolled in the Rewards Program, you'll earn one point for every dollar you spend on an eligible purchase using your enrolled American Express Card. Corporate Card Members enrolled in the 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 Rewards Program. The earn rate selected will apply to all eligible charges made on the Corporate Card. Some Cards earn extra points for certain purchases.

### Conditions for earning extra points:

Merchants are assigned codes based on what they primarily sell. We group certain merchant codes into categories that are eligible for additional points. A purchase with a merchant will not earn additional points if the merchant's code is not included in an additional points category. You may not receive additional points if we receive inaccurate information or are otherwise unable to identify your purchase as eligible for an additional points category. For example, you may not receive additional points when:

- a merchant uses a third-party to sell their products or services; or
- a merchant uses a third-party to process or submit your transaction to us (e.g., using mobile or wireless card readers); or
- you choose to make a purchase using a third-party payment account or make a

purchase using a mobile or digital wallet.

For questions about additional points on a purchase, call the number on the back of your Card. Please visit [americanexpress.com/rewards-info](https://americanexpress.com/rewards-info) for more information about rewards.

Check the 'Compare Cards' section of these Terms and Conditions to see if your Card earns extra points. Or check your Card Account online to see which of your recent purchases earned extra points.

You earn points for eligible purchases only if we receive timely payment of the minimum amount due on your enrolled Card Account statement.

### An eligible purchase is anything except:

- Cash advances and cash equivalents
- Person-to-person payments
- Balance transfers
- Express Cash or Corporate Express Cash
- American Express Travelers Cheques or Gift Cheques
- American Express Gift Cards bought online
- Reloadable prepaid cards (initial purchase and reloading)
- Fees and charges on your Card Account (late payment fees, annual fees, interest and delinquency charges)
- Fees for any Card Member services you enroll in
- Rewards Program fees and charges
- Purchases covered by points

### Buy points

You can't buy and bank points for future rewards, but you may be able to buy them when you're in the process of using points and you don't have enough. The charge for the points you buy will appear on your enrolled Card Account.

### Conditions for buying points:

- 1,000 points for \$25
- A minimum of 1,000 points at a time and

only multiples of 1,000 (for example, you'd buy 2,000 points instead of 1,750)

- Up to 100,000 or 500,000 points each calendar year, depending on your Card

Corporate Card Members can't buy points.

Check the 'Compare Cards' section of these Terms and Conditions to see whether you can buy points, and how many points you can buy each year.

### Link Cards to earn more points

You can link multiple eligible Cards to your Rewards Account to earn points for your spending on all of them. All linked Cards offer the Rewards Program benefits associated with the Card with the greater benefits, except for how each Card earns extra points.

#### For example:

If you can transfer points you earn with one Card to another loyalty program but you can't transfer points you earn with a second Card, you will be able to transfer the points you earn with both Cards when both are linked to your Rewards Account.

#### Useful Tip:

Keep an eye out for promotional point offers. Understand the terms for each, including how many points you can earn and when you can use them.

## Use Points

To use the points you would earn for spending in a billing period, be sure to pay, on time, the amount due on the Card Account statement you receive after the end of that billing period. If we don't receive your payment on time you won't receive those points. See the 'Lose Points' section of these Terms and Conditions to learn how you can get those points back.

#### When you return a reward

When you return a reward you got with points, you'll either get the points back in your Rewards Account or get a credit on your Card Account. If you get a credit, you may be able to change it back into points. Ask us at 1-800-AXP-EARN (297-3276).

## Transfer points to frequent customer programs

You may be able to transfer points to participating partner loyalty programs, like those offered by airlines and hotels. The partner loyalty program account must be in your name or the name of an Additional Card Member on your enrolled Card Account. 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 partner loyalty account. Check the 'Compare Cards' section of these Terms and Conditions to see if you can transfer points.

Once you transfer points, the partner loyalty program's terms and conditions apply. Since we have no control over these programs, you're responsible for understanding all guidelines and restrictions before transferring points. For most partner loyalty programs, 1,000 Membership Rewards points will equal 1,000 miles, points or credits.

#### The exceptions are:

- Aeromexico: 1,000 points = 1,600 Club Premier points
- Hilton: 1,000 points = 2,000 Hilton Honors points
- JetBlue Airways: 250 points = 200 JetBlue TrueBlue® points; must be transferred in 50-point increments

You'll pay an excise tax offset fee (\$0.0006 per point, up to \$99) for points transferred to a U.S. airline frequent flyer program. This fee offsets the federal excise tax we must pay when you transfer points. It may be more or less than the actual amount of the excise tax we pay on any individual transfer.

If you book a flight using frequent flyer miles, it won't be charged to your Card Account. This means you won't receive insurance and other benefits that may apply when you charge a flight to your Card.

If an airline loyalty program stops participating in the Rewards Program, we may limit the number of points you can transfer to that loyalty program before its participation ends. This limit will be at least 100,000 points.

#### Useful Tips:

1. To transfer points, you must first link your partner loyalty program account to your

Rewards Account.

2. Then choose the number of points you want to transfer. In most cases, you must transfer a minimum of 1,000 points, and only in multiples of 1,000 points.
3. Before booking tickets or hotel stays using the points you moved, be sure the points have transferred. Typically, it takes 48 hours for processing the transfer but some programs delay posting points to your partner loyalty account.
4. Points you've transferred to a partner loyalty program account can't be converted back into Membership Rewards points.
5. Partner loyalty programs may make changes to their award levels, blackout dates, capacity controls or terms and conditions at any time. We are not responsible for telling you about any changes the partner loyalty programs may make.

## Use Pay with Points

You can use Pay with Points for purchases in many places — American Express Travel, Amazon.com, Ticketmaster, Best Buy and other retailers.

### When you use Pay with Points anywhere but Amazon.com, we will:

- Charge your enrolled Card Account for the purchase
- Deduct the points from your Rewards Account
- Apply a credit to your Card Account to reflect the points used

If the points you used don't cover the full cost of the purchase, the difference will remain charged to your Card Account.

The credit to your Card Account may appear during a different billing cycle than the charge for the purchase. Even if you expect a credit on a future statement, you must pay the minimum amount due on each statement by the due date.

If you use a Pay Over Time feature (such as Pay Over

Time Direct on a Consumer Card) 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 at the number on the back of your Card.

Some Pay with Points rewards have required minimums, as follows:

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

## Use points at Amazon.com

In addition to these Terms and Conditions, the terms and conditions for Shop With Points at Amazon.com apply to eligible purchases made with points at Amazon.com.

### How it works:

1. Save your enrolled Card Account to your Amazon.com account and then use it at least once. Once you do this, your Rewards Account will be linked to your Amazon.com account, information about your Rewards Account will be shared with Amazon, and you'll be able to see your points balance.
2. You may use points to cover some or all of an eligible purchase at Amazon.com. When you use points to cover your entire purchase, we'll charge the purchase to your Card Account, deduct the points you used from your Rewards Account, and apply a credit to your Card Account to reflect the points used.
3. When you use points to cover only part of your purchase, we'll separately charge the portion of your purchase that you didn't cover with points to your Card Account after the purchase ships.

### For example:

If you spend \$500 and use points to cover \$300, we'll:

- Charge your Card Account \$300
- Apply a \$300 credit to your Card Account
- Charge your Card Account \$200 after your purchase ships

Returns are subject to Amazon.com's policies and must be authorized by Amazon.com before we can credit your Card Account or return any points to your Rewards Account.

## Use points for taxi fares

You can use points for fares (including tips) in certain taxis in New York City. When you do, we will charge and credit your enrolled Card. We also will deduct points from your Rewards Account, as described above for Pay with Points — except that the points you use must cover the full amount of the fare plus tip.

The points required may vary for future rides. If you don't want to see this Use Points option and your points balance when using your enrolled Card in a participating taxi, please call the number on the back of your Card.

## Use points for gift certificates and cards

Get gift cards or certificates from a variety of merchants. Or get American Express Gift Cards to use anywhere American Express is accepted.

### Before using points to get certificates or gift cards, you need to know:

- Gift cards and certificates have no cash value. You can't exchange them for cash or get a cash return for any unused amount (unless the gift card or certificate says otherwise). Each also may have specific terms, conditions or restrictions that apply.
- Retailers choose whether to accept gift certificates and cards. Most require original cards or certificates; photocopies aren't acceptable.
- You may be able to combine cards and certificates you get with points, but they can't be combined with other promotional offers.
- You can't use gift cards or certificates to pay for purchases you've already made or in places where gift cards or certificates are illegal. You also can't use gift cards or certificates to pay any existing account balance.
- We can't ship American Express Gift Cards to Vermont or Hawaii.

### Useful Tips:

1. You can only use points for American

Express Gift Cards when you purchase them online. You must have at least 1,000 points in your Rewards Account to get started.

2. Most gift cards arrive within 7 business days. If you need them sooner, you may be able to choose faster delivery for a fee.
3. The funds on an American Express Gift Card don't automatically expire after the Valid Thru date printed on the card. If you still have funds on your gift card after this date, call the customer service number on or with the gift card to get a replacement.

## Use points for your American Express charges

You can use points to cover eligible charges on your Card Account only if you're the Basic Card or Basic Business Card Member. You also may be able to use points for this purpose if you're the Account Manager or Rewards Manager for a Card Account. Corporate Card Members are not eligible.

The list of eligible charges can change from time to time without notice. We do not have to make any charges eligible for you to cover with points.

### Generally, an eligible charge is one that:

- Occurs in the U.S. or in a U.S. territory
- Appears in your recent activity online or in your current statement
- Has never been disputed
- Is at least \$1

You may use points only toward the entire amount of an eligible charge.

We'll deduct the points from your Rewards Account right away and we'll credit your Card Account within 48 hours.

If we process the credit after your Card Account's closing date, it will not appear until your next statement. In this case, you must still pay the amount due on your current Card statement by the due date.

## Lose Points

When you return something you paid for with your enrolled Card, the statement credit you'll receive will

cause a corresponding deduction of the points you earned from your Rewards Account.

### **When you make a late payment**

You must make timely payment of the amount due on your Card Account statement. If you don't, you may forfeit all the points that you earned during the period covered by the statement.

If your enrolled Card Account is a consumer Card account or a Blue for Business Credit Card account, a Blue for Business Plus Credit Card account, a Platinum Business Credit Card account, a Business Management Credit Card account, or a Business 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 enrolled Card 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.

You can get forfeited points but first, you must pay the amounts due on your Card Account or Accounts. Then, you must request those points from us and pay a \$35 fee for each billing period, and each Card Account, for which you requested the points. You must request the points within 12 months after the billing period for which you didn't get them.

### **When we cancel your Card Account**

If we cancel any of your enrolled Card Accounts for any reason (including your death, insolvency or bankruptcy), you'll lose all the points in your Rewards Account.

#### **However:**

- If you die, the executor of your estate or personal representative may be able to make a one-time points redemption by calling 1-800-AXP-EARN (297-3276).
- If we cancel your Card Account due to inactivity, you'll have 90 days to use the points in your Rewards Account before losing them.
- You won't lose points if we cancel your Card Account by accident.

### **When we suspend your Corporate Card**

If your Corporate Card is the Card you have enrolled in the Rewards Program, and we suspend your ability to make charges with your Card for any reason (including

bankruptcy or insolvency of your employer), we'll also suspend your ability to use the points in your Rewards Account.

You can use the points when your ability to make charges with your Card is no longer suspended.

### **When you cancel your Rewards account**

What happens to the points in your Rewards Account depends on whether you keep a Card Account open after you cancel your Rewards Account. You:

- Can use the points in your Rewards Account for up to 30 days from the date of cancellation if you keep at least one Card Account open, it isn't canceled or past due, and there is no return payment outstanding.
- Will immediately lose all the points in your Rewards Account if you don't keep any Card Accounts open.

### **When you engage in or attempt to abuse, misuse or game Membership Rewards**

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

- Temporarily suspend your ability to earn or use points
- Take away any points in your Rewards Account, even if it results in a negative points balance
- Cancel your Rewards Account
- Cancel your American Express Cards

The Rewards Program is intended to benefit individuals, whether they have a Card Account on their own or through their employer. Business and Corporate Card Members may choose to use points for personal or business reasons, but they can't be directed or required to use them for business. It is also considered fraudulent or abusive for Corporate Card Members to use one Card Account or Rewards Account to accumulate points for company use.

### **Negative Points Balance**

If you have a negative balance in your Rewards Account, any points you subsequently get will be applied first to reduce the negative balance. You will not

be able to use points until your balance becomes positive.

The balance in your Rewards Account can be negative if, for example:

- The points you got for a purchase are reversed because you returned the purchase and you do not have enough points in your Rewards Account to cover the reversal; or
- We determine that you are ineligible to get a points incentive award and you do not have enough points in your Rewards Account to cover the reversal of that award.

## **Arbitration**

### **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](https://www.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 be sent to:

American Express ADR  
c/o CT Corporation System, 28 Liberty St  
NY, NY 10005

If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

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

### Limitations on Arbitration

**If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, 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.

### 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.

### **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](https://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, 28 Liberty St  
NY, NY 10005

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](https://jamsadr.com)) or the American Arbitration Association ("AAA") (1-800-778-7879, [adr.org](https://adr.org)) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect 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 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 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.

## Questions?

If you have questions about anything in these Terms and Conditions, call us at 1-800-AXP-EARN (1-800-297-3276).

## Compare Cards

The table below shows the American Express Cards that are eligible to participate in the Rewards Program. It also summarizes some of the Rewards Program differences between Cards.

Not all Card Members are eligible to participate in the Rewards Program. Some eligible Card Members are automatically enrolled in the Rewards Program at no additional charge. Other Card Members must choose to enroll and pay an annual Rewards Program fee. Some Cards are eligible to buy more points than others, and some are eligible to transfer points to participating loyalty programs while others aren't. Also, some Cards will earn extra points on certain purchases, while others won't.

The value of the points you earn depends on which Card(s) you have. Visit [membershiprewards.com/pointsinfo](https://membershiprewards.com/pointsinfo) to see the value of points by Card.

## Consumer Cards

Card/Product Name	Automatically Enrolled?	Annual Enrollment Fee (1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Amex Everyday® Credit Card	Yes	None	500,000	Yes	<p>1 additional point (for a total of 2 points) on the first \$6,000 of eligible purchases in a calendar year at supermarkets in the U.S. (not including superstores or warehouse clubs).</p> <p>20% extra points — make 20 or more separate purchases of goods or services in a billing period and earn 20% extra points on those purchases (less returns and credits). A transaction where you buy multiple items counts as one purchase. Purchases do not include cash advances, balance transfers, purchases of travelers cheques, purchases or reloading of prepaid cards, or purchases of other cash equivalents. Does not apply to limited time promotions and offers (such as a Welcome Bonus). <b>Returns and credits do not reduce your purchase count but will reduce the number of points and extra points earned.</b> (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 points on those purchases from 500 to 300. So, you would earn 20% extra points on the 300 points.) To count purchases, we use the purchase date. In rare instances, a purchase may not post to your account for several billing periods. If a purchase posts to your account more than 4 billing periods after the purchase date, we will count it in the billing period in which it posts. Some merchants combine separate charges into a single transaction. When this happens, the combined charges will count as a single purchase for the purpose of counting purchases. The purchase date may not be the date you made a transaction – for example, if you buy goods online, the purchase date may be the date the goods are shipped. The 20% extra points are typically awarded 6 to 8 weeks after the billing period in which you make the 20 or more eligible purchases.</p>

<b>Amex Everyday<sup>®</sup> Preferred Credit Card</b>	Yes	None	500,000	Yes	<p>2 additional points (for a total of 3 points) on the first \$6,000 of eligible purchases in a calendar year at supermarkets in the U.S. (not superstores or warehouse clubs).</p> <p>1 additional point (for a total of 2 points) on gasoline at gas stations in the U.S. (not including superstores, supermarkets or warehouse clubs that sell gasoline).</p> <p>50% extra points — make 30 or more separate purchases of goods or services in a billing period and earn 50% extra points on those purchases (less returns and credits). A transaction where you buy multiple items counts as one purchase. Purchases do not include cash advances, balance transfers, purchases of travelers cheques, purchases or reloading of prepaid cards, or purchases of other cash equivalents. Does not apply to limited time promotions and offers (such as a Welcome Bonus). Returns and credits do not reduce your purchase count but will reduce the number of points and extra 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 points on those purchases from 500 to 300. So, you would earn 50% extra points on the 300 points.) To count purchases, we use the purchase date. In rare instances, a purchase may not post to your account for several billing periods. If a purchase posts to your account more than 4 billing periods after the purchase date, we will count it in the billing period in which it posts. Some merchants combine separate charges into a single transaction. When this happens, the combined charges will count as a single purchase for the purpose of counting purchases. The purchase date may not be the date you made a transaction – for example, if you buy goods online, the purchase date may be the date the goods are shipped. The 50% extra points are typically awarded 6 to 8 weeks after the billing period in which you make the 30 or more eligible purchases.</p>
<b>American Express<sup>®</sup> Green Card</b>	Yes	None	500,000	Yes	<p>2 additional points (for a total of 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.</p> <p>2 additional points (for a total of 3 points) for each dollar charged at restaurants worldwide.</p>
<b>American Express<sup>®</sup> Senior Green Card</b>	No	\$40	500,000	Yes	No
<b>American Express<sup>®</sup> Traditional Green Card</b>	No	\$40	500,000	Yes	No
<b>Some Blue from American Express<sup>®</sup> Cards</b>	Yes	None	Contact us to find out	No	No
<b>Centurion<sup>®</sup> Card</b>	Yes	None	500,000	Yes	No
<b>American Express Classic Gold Card</b>	Yes	None	500,000	Yes	<p>1 additional point (for a total of 2 points) for airfares on scheduled flights charged directly with passenger airlines — charter flights and private jet flights excluded.</p> <p>1 additional point (for a total of 2 points) at restaurants in the U.S.</p>
<b>Gold Optima<sup>®</sup> Card</b>	No	None	100,000	No	No
<b>Senior Gold Card from American Express</b>	No	\$40	500,000	Yes	No

<b>International Dollar Platinum Card</b>	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) at restaurants in the U.S.
<b>Morgan Stanley Credit Card from American Express</b>	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) for airfares on scheduled flights charged directly with passenger airlines — charter flights and private jet flights excluded.  1 additional point (for a total of 2 points) at restaurants in the U.S.  1 additional point (for a total of 2 points) at select department stores in the U.S. listed at <a href="http://americanexpress.com/rewards-info">americanexpress.com/rewards-info</a> .  1 additional point (for a total of 2 points) on car rentals directly from select car rental companies listed at <a href="http://americanexpress.com/rewards-info">americanexpress.com/rewards-info</a> .
<b>Optima® Credit Card</b>	No	None	100,000	No	No
<b>Optima® Platinum Card®</b>	No	None	100,000	No	No
<b>Platinum Card® from American Express</b>	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first \$500,000 of airfare on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded).  4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
<b>The Platinum Card® from American Express Exclusively for Charles Schwab</b>	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first \$500,000 of airfare on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded).  4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
<b>The Platinum Card® from American Express for Goldman Sachs</b>	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first \$500,000 of airfare on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded).  4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
<b>The Platinum Card® from American Express Exclusively for Morgan Stanley</b>	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first \$500,000 of airfare on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded).  4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
<b>American Express® Gold Card</b>	Yes	None	500,000	Yes	3 additional points (for a total of 4 points) at restaurants in the U.S.  3 additional points (for a total of 4 points) on the first \$25,000 of eligible purchases in a calendar year at supermarkets in the U.S. (not including superstores or warehouse clubs).  2 additional points (for a total of 3 points) for airfares on scheduled flights charged directly with passenger airlines or American Express Travel — charter flights and private jet flights excluded.
<b>Traditional Gold Card from American Express</b>	No	\$40	500,000	Yes	No
<b>ZYNC® Card</b>	Yes	None	100,000	No	No

**\*Notes**

1. If you pay an annual program fee for the Rewards Program, we'll bill your Card Account for the non-refundable fee on the anniversary of your enrollment date (the day we finish processing your enrollment).

**Business Cards**

Card/Product Name	Automatically Enrolled? (2)	Annual Program Fee (1)	Points available to buy	Able to transfer points?	Extra points on some purchases
<b>Blue for Business<sup>®</sup> Credit Card</b>	Contact us to find out	Maybe	100,000	No	No
<b>Blue Business<sup>SM</sup> Plus Credit Card</b>	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) on the first \$50,000 of eligible purchases in a calendar year.
<b>Business Centurion<sup>®</sup> Card</b>	Yes	None	100,000	Yes	No
<b>Business Gold Rewards Card</b>	Yes	None	500,000	Yes	<p>From the five categories below, choose 2 additional points (for a total of 3 points) in one category and get 1 additional point (for a total of 2 points) in the other categories. You will get additional points for only the first \$100,000 of eligible purchases in each category in a calendar year.</p> <ol style="list-style-type: none"> <li>Airfares for scheduled flights charged directly with passenger airlines — charter flights and private jet flights excluded.</li> <li>Advertising purchased in the U.S. to promote your business online, on television, or on the radio.</li> <li>Gasoline at gas stations in the U.S. (not including superstores, supermarkets or warehouse clubs that sell gasoline).</li> <li>Shipping services purchased in the U.S. for courier, postal, and freight.</li> <li>Computer hardware, software, and cloud computing purchases in the U.S. made directly from providers listed at <a href="http://americanexpress.com/rewards-info">americanexpress.com/rewards-info</a>.</li> </ol> <p>Choose your preferred category for getting 2 additional points in the first 2 months of becoming a Card Member. If you don't choose, you'll get 2 additional points on the airfares category. You can change your choice once a year, between December 1 and January 31. To change, call the number on the back of your Card or visit <a href="http://open.com/businessgold">open.com/businessgold</a>.</p>

<b>Business Gold Card</b>	Yes	None	500,000	Yes	<p>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. You will get additional points for only the first \$150,000 of eligible purchases in a calendar year.</p> <p>Determining your top 2 categories:</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Airfare for scheduled flights charged directly with passenger airlines — charter- flights and private jet flights excluded;</li> <li>• Advertising purchased in the U.S. to promote your business online, on television, or on the radio;</li> <li>• Computer hardware, software, and cloud computing purchases in the U.S. made directly from providers listed at: <a href="http://americanexpress.com/rewards-info">americanexpress.com/rewards-info</a>;</li> <li>• Gasoline at gas stations in the U.S. (not including superstores, supermarkets and warehouse clubs that sell gasoline);</li> <li>• Restaurants in the U.S.;</li> <li>• Shipping services purchased in the U.S. for courier, postal, and freight.</li> </ul>
<b>Some Business Green Cards</b>	No	\$40	500,000	Yes	No
<b>Business Green Rewards Card</b>	Yes	None	500,000	No	No
<b>Business Management Account</b>	No	None	100,000	No	No
<b>Business Membership Rewards® Card</b>	Yes	None	500,000	Yes	No
<b>Business Platinum Card®</b>	Yes	None	500,000	Yes	<p>0.5 additional points (for a total of 1.5 points) on each eligible purchase of \$5,000 or more, up to a maximum of 100,000 additional points associated with this benefit each calendar year.</p> <p>4 additional points (for a total of 5 points) for flights and eligible hotels (prepaid hotels or prepaid travel packages) booked on <a href="http://amextravel.com">amextravel.com</a>.</p>
<b>Business Purchase Account</b>	No	\$40	500,000	Yes	No
<b>Executive Business Card</b>	No	\$40	500,000	Yes	No
<b>Platinum Business Credit Card®</b>	No	None	100,000	No	No
<b>Small Business Card<sup>SM</sup></b>	No	\$40	500,000	Yes	No
<b>*Notes</b>					
1. If you pay an annual program fee for the Rewards Program, we'll bill your Card Account for the non-refundable fee on the anniversary of your enrollment date (the date we finish processing your enrollment).					

2. If you already have a Card enrolled in the Rewards Program when you enroll a Business Card, we may automatically link the Business Card to your existing Rewards Program account.

## Corporate Cards

Your company determines if your Corporate Card is eligible to participate in the Rewards Program and can change participation at any time.

Corporate Cards	Automaticall y Enrolled? (2), (3), (4)	Annual Pro- gram Fee (1)	Points availab le to buy	Able to transf er points ?	Extra points on some purchases
American Express® Corporate Green Card	No	\$55	None	Yes	No
American Express® Corporate Gold Card	Maybe	None	None	Yes	No
Corporate Platinum Card® from American Express	Maybe	None	None	Yes	No
Corporate Centurion® Card from American Express	Maybe	None	None	Yes	No
Global Dollar Card – American Express® Corporate Card	No	\$55	None	Yes	No
Global Dollar Card – American Express® Corporate Executive Gold Card	Maybe	None	None	Yes	No
Global Dollar Card – American Express® Corporate Platinum Card	Maybe	None	None	Yes	No

### \*Notes

1. If you pay an annual program fee for the Rewards Program, we'll bill your Card Account for the non-refundable fee on the anniversary of your enrollment date (the day we finish processing your enrollment).
2. You can only enroll in the Rewards Program if your Corporate Card is issued in your own name.
3. Corporate Cards from the same company can't be linked to the same Rewards Program account.
4. You may not enroll if your company blocks Corporate Card enrollment in the Rewards Program.