# IMPORTANT INFORMATION REGARDING RATES, FEES, AND OTHER COST INFORMATION

|  | 4.4.0.407   |
|--|---|
| Annual Percentage Rate (APR) for Purchases | <b>14.24%</b> (Prime Rate + 10.99%) to <b>22.24%</b> (Prime Rate + 18.99%), based on your creditworthiness as determined at the time of account opening. This APR will vary with the market based on the Prime Rate.  |
| APR for Cash Advances                      | <b>24.99</b> % (Prime Rate+ 21.74%) This APR will vary with the market based on the Prime Rate.   |
| Penalty APR and When It Applies            | 29.24% (Prime Rate + 25.99%) This APR will vary based on the Prime Rate. This APR will apply, subject to the following paragraph, to all balances on your account if you:  1) make a payment that is returned; 2) make 2 late payments in 12 months; or 3) do not make the Minimum Payment due by the closing date of the billing period in which it is due.  |
|  | When Does the Penalty APR Apply to Payment Terms Purchases? If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, to Payment Terms purchases from the day after the Payment Terms period ends and for the remaining duration that the Penalty APR applies.  |
|  | How Long Will the Penalty APR Apply? If the Penalty APR is applied, it will apply for a minimum of 12 billing periods in a row, and will continue to apply until after you have made timely payments, with no returned payments for 12 billing periods in a row.  |
| Paying Interest                            | Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire standard balance by the due date each month. Payment Terms purchases will be included in the standard balance after their Payment Terms period has expired. We will not charge you interest on Payment Terms purchases during their Payment Terms period. We will begin charging interest on cash advances on the transaction date. |
| Fees                                       |   |
| Annual Membership Fee                      | \$0   |
| Transaction Fees                           |   |
| Cash Advance                               | Either \$5 or 3% of the amount of each cash advance, whichever is greater.  |
| Foreign Transaction                        | None  |
| Penalty Fees                               |   |
| Late Payment                               | Up to <b>\$39</b>   |
| Overlimit                                  | None  |
| Returned Payment                           | \$39  |

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Loss of Introductory APR: If a penalty APR applies to your account for any reason we will end any introductory APRs and a penalty APR will apply to your Account.

The variable penalty APR will not exceed 29.99%

Variable APRs for each billing period are based on the Prime Rate published in *The Wall Street Journal* on the Closing Date of the billing period. *The Wall Street Journal* may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. If the Prime Rate increases, variable APRs will increase. In that case, you may pay more interest and have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period. Variable APRs are accurate as of 01/19/2022.

### **TERMS AND CONDITIONS**

### View the full **Card Member Agreement**.

By submitting this application, you, as an individual and the Authorizing Officer of the Company, (a) are requesting us to open an Account in the name of the Company, (b) are requesting that we issue Card(s) as you direct, (c) are agreeing to be jointly and severally liable with the Company for all charges to the account, and (d) are REPRESENTING THAT ALL CARD(S) ISSUED ON THE ACCOUNT WILL ONLY BE USED FOR COMMERCIAL OR BUSINESS PURPOSES. Only qualified individuals 18 or over may be approved for a Card Account. This offer is available to US Residents. When you use the Account (or sign or keep the Card), you agree to the terms of the Card Member Agreement that will be provided to you for the Account. The Card Member Agreement includes an arbitration provision, which impacts the opportunity to have claims related to the Account heard in court or resolved by a jury, and to participate in a class action or similar proceeding. We may change the terms of, or add new terms to, the Card Member Agreement at any time, subject to applicable law. We may apply any changed or new terms to any existing and future balances on your Account, subject to applicable law.

You promise that the information you provide on this application is accurate. You authorize us to verify this information and to obtain reports from consumer reporting agencies. You authorize us and our affiliates and subsidiaries to share information we have about you at any time for marketing and administrative purposes as permitted by law. Upon request, we will tell you if we have received a consumer report and the name and address of the agency that provided it.

**Additional Cards:** You must notify Additional Card Members that we may obtain, provide, and use information about them and that their use of your Account is subject to certain provisions of the Card Member Agreement. The maximum number of Additional Cards issued on each Account is 99.

**Patriot Act Notice:** Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

**New York Residents:** New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. New York State Department of Financial Services 1-800-342-3736 or **www.dfs.ny.gov** 

Cash advance at ATMs: We may issue you a Personal Identification Number (PIN) to use to obtain cash advances at participating ATMs. Or you may request a PIN for cash advances by contacting us. We will send you a letter confirming your PIN.

**Notice to Delaware Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**Notice to Oregon Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

The Amazon Business American Express Card and Amazon Business Prime American Express Card is issued by an American Express National Bank. © 2022 American Express National Bank.

POID K208:9998

Upon approval of your Amazon Business American Express Card or Amazon Business Prime American Express Card application, Amazon will load an Amazon Gift Card into the Amazon account from which you applied or, if upon approval, you receive a link provided by Amazon on the application approval page to create a new Amazon Business account and you use the link to create the new account within 30 minutes of receiving the link, Amazon will load the Amazon Gift Card into the new Amazon Business account instead. Gift Card cannot be used to purchase other gift cards. Amazon Gift Cards are issued by ACI Gift Cards, Inc., a Washington Company. See <a href="https://www.amazon.com/gc-legal">www.amazon.com/gc-legal</a> for complete terms and conditions.

# **Referral Program Terms**

If you have been referred by an American Express Card Member, the Card Member who referred you may earn a bonus if your application is approved, and consequently may be able to tell if your application is approved.

#### **BENEFIT TERMS**

The following benefits and services are subject to change or cancellation.

# **Account Manager**

Account Managers must be at least 18 years old and have a U.S. Mailing Address and Social Security Number.

# **Amazon Business Enhanced Data Views**

**Enhanced Data Views:** When you make purchases on Amazon Business using your Card, Amazon will collect and share transaction data with American Express for the purpose of providing item-level purchase detail on your Card statement.

# **Amazon Rewards and Payment Terms**

Rewards option: When using your Amazon Business American Express Card or Amazon Business Prime American Express Card for eligible purchases at a designated Amazon property you will have the option to either (i) earn % Back rewards or (ii) apply Payment Terms. We refer to this as the rewards option. When making purchases at Whole Foods Market and Amazon-branded physical store locations, you may not have the option to select a rewards option at checkout; in such cases, your default rewards option will apply. You will not earn % Back rewards on any purchase to which you apply Payment Terms. Eligible Prime memberships means a current Prime membership or Business Prime membership, as determined by Amazon and governed by the Prime or Business Prime terms and conditions. Please sign-in to Amazon.com/businesscard to learn more about eligible Prime memberships.

The designated Amazon properties are: Amazon.com, Amazon.com/Business, U.S. Whole Foods Market locations, including Whole Foods Market 365 stores and www.wholefoodsmarket.com, U.S. Amazon Go locations, U.S. Amazon Books locations, and the business or businesses operating as Amazon Web Services in the U.S. Eligible purchases are purchases of products and services, minus returns and other credits. Buying products and services with your Card, in most cases, will count as an eligible purchase; however, the following types of transactions won't be eligible for the rewards option and won't earn % Back rewards: fees or interest charges payable to American Express, cash advances, purchases of travelers checks, and purchases of other cash-like transactions not made at designated Amazon properties, such as purchases or reloading of prepaid cards and, person-to-person payments. Additional terms and restrictions apply.

Purchases made on a designated Amazon property will be recognized as such. However, purchases made elsewhere may not be categorized as you expect. Merchants are typically assigned codes and categorized based on what they primarily sell. A purchase will not receive higher % Back rewards if the merchant's code is not eligible. Purchases made through a third-party payment account or on an online marketplace with multiple retailers will not receive a higher % Back reward. A purchase may not receive a higher % Back reward if the merchant submits the purchase using a mobile or wireless card reader or if you use a mobile or digital wallet.

**Payment Terms:** If you make an eligible purchase, and you select the Payment Terms option, or if your default selection for Payment Terms applies, payment will be due no less than 90 days from the date of purchase (with eligible Prime membership) or 60 days from the date of purchase (without eligible Prime membership).

**Back and points:** "% Back rewards" are the rewards you earn under the Amazon rewards program. % Back rewards are tracked as points and each 100 points earned in % Back rewards is equal to \$1.

How you can earn % Back rewards: You'll earn: 5% Back (with eligible Prime membership) or 3% Back (without eligible Prime membership) on the first \$120,000 you spend in any calendar year on eligible purchases made using your Card account at designated Amazon properties when the % Back rewards option applies. Once you reach this \$120,000

cap, for the remainder of the same calendar year you will earn 1% Back on all such eligible purchases. At the start of every calendar year, the \$120,000 cap will reset and you will again earn 5% Back (with eligible Prime membership) or 3% Back (without eligible Prime membership) on the first \$120,000 in eligible purchases made during the year when the % Back rewards option applies. For clarity, purchases made using Payment Terms will not count towards the \$120,000 cap described above.

**2% Back for each \$1 spent on eligible purchases in the following rewards categories:** U.S gas stations, U.S. restaurants, and wireless telephone services purchased directly from U.S. service providers. 1% Back for each \$1 spent on other eligible purchases.

**Amazon Business Rewards Program Agreement:** Terms and conditions for the Amazon Business Rewards Program apply. Visit <a href="https://www.americanexpress.com/amazonrewards">www.americanexpress.com/amazonrewards</a> for more information.

### **Amazon Shop with Points**

How you can use points: You can use points to redeem for eligible purchases at <u>Amazon.com</u> and Amazon.com/Business or towards a charge on your statement.

#### **Amazon Shop with Points**

**Points expiration** / **forfeiting points:** Points don't expire as long as your account remains open, however, you may forfeit points in your program account if your account status changes, you make a late payment or otherwise as described in the terms of the Rewards Program.

#### **American Express Business App**

The American Express<sup>®</sup> Business App is available with American Express Business and Corporate Cards. Functionality may differ based on Card product or program. American Express is not responsible for the completeness or accuracy of receipts displayed. Receipts will be stored until the earliest of the following: (1) seven years from the end of the calendar year that the receipt was uploaded or (2) the date that your online account is closed. American Express reserves the right to delete or purge receipts for any reason in its sole discretion, with or without notice. The Amex<sup>®</sup> Business App is available on the App Store<sup>®</sup> and Google Play<sup>™</sup>. Apple, the Apple logo and iPhone are trademarks of Apple, Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. Google Play is a trademark of Google Inc.

#### American Express Business App and Connect to QuickBooks

The American Express® Business App and Connect to QuickBooks® are two separate business tools available with Business Cards from American Express that were created to work together. American Express is not responsible for the completeness or accuracy of receipts displayed in your QuickBooks. QuickBooks account is required. You must enroll in Connect to QuickBooks from your QuickBooks account. Connect to QuickBooks works with QuickBooks Online. For details about the Amex Business® App go to <a href="https://www.americanexpress.com/businessapp">www.americanexpress.com/businessapp</a>. Any QuickBooks Online screen shots © Intuit Inc. All rights reserved. Intuit, the Intuit logo, QuickBooks, and the QB logo are registered trademarks of Intuit Inc.

### **American Express Experiences**

Offer valid in select cities. During the specified sales period, tickets are available exclusively to all American Express<sup>®</sup> Card Members. Tickets must be purchased with an American Express Card. Standard service charges apply. Offer is subject to availability. Not all seats are available and blackout dates apply. All sales final. No refunds. No exchanges. Offer may be changed or revoked at any time at the sole discretion of American Express. Some events may not be accessible to Card Members with disabilities. For more information, please visit <a href="mailto:americanexpress.com/entertainment">americanexpress.com/entertainment</a>.

# American Express Presale(s)

American Express<sup>®</sup> Card Members have exclusive access to tickets before the general public for the specified sales window. Simply pay with your American Express<sup>®</sup> Card. Tickets are subject to the rules, terms & conditions, and fees set by the ticket seller, promoter and/or the venue, as applicable. Offer is fulfilled by ticket seller, subject to availability and may be changed or revoked at any time. Not all seats available and blackout dates may apply. All sales final. No refunds. No exchanges. For more information, please visit <a href="mailto:americanexpress.com/entertainment">americanexpress.com/entertainment</a>.

# American Express® App

The American Express<sup>®</sup> App and app features are available only for eligible Card accounts in the United States. American Express<sup>®</sup> prepaid Cards and Cards issued by non-American Express issuers are not eligible.

To log in, Card Members must have an American Express user ID and password or create one in the app.

# American Express® App

iOS and Android only. See app store listings for operating system info

#### **Amex Offers**

Eligible Card Members can redeem an Amex Offer by first enrolling in the offer in their online account or in the American Express<sup>®</sup> App and then using their enrolled Card to pay. Only U.S.-issued American Express Consumer and Business Cards and registered American Express Serve<sup>®</sup> and Bluebird cards may be eligible. We may consider the number of American Express Cards you have opened and closed as well as other factors in making a decision on your eligibility to access Amex Offers. You may not be eligible to access Amex Offers if we, in our sole discretion, determine that you have previously engaged in abuse, misuse or gaming of the Amex Offers program, or any other Amex program. Available offers may vary for each eligible Card Member. Please review the terms of each offer for details on how to redeem. For full Program Terms, visit <a href="https://www.amexoffers.com/partnerterms">https://www.amexoffers.com/partnerterms</a>

#### Connect to QuickBooks

Connect to QuickBooks works with QuickBooks Online and is available for use with Business Cards from American Express. Any QuickBooks Online screen shots © Intuit Inc. All rights reserved. Intuit, the Intuit logo, QuickBooks, and the QB logo are registered trademarks of Intuit Inc.

# **Dispute Resolution**

Not all disputes are resolved in the Card Member's favor.

# **Employee Card - Category Alerts**

Merchants are categorized based on what they primarily sell. You will not receive an alert if an Employee makes a purchase at a merchant from an approved category, whether or not you consider that purchase to be a part of a particular category.

## **Employee Card Spending Limits**

Employee Card Spending Limits may be set up online or by calling the number on the back of your Card. The Spending Limit is not a guarantee that the Employee Card Member will be able to make purchases up to that limit. There are certain purchases where the limit does not apply, such as, for example, restaurant tips and hotel stays extended beyond their original reservation period, and the overall Account capacity is taken into consideration. You agree to pay all Charges without regard to whether any Charges exceed a limit, and you agree that we are not liable to you or any other person when a limit is not applied to any Charges and/or when Charges are incurred and billed that exceed a limit. For more information on the application of the limit, please refer to the Employee Card Spending Limits Terms and Conditions at <a href="https://www.americanexpress.com/spendlimits/terms">www.americanexpress.com/spendlimits/terms</a>, which will also be provided when you enroll Employee Card(s) in this feature.

# **FX International Payments**

The FX International Payments service is a money transmission service provided by American Express Travel Related Services Company, Inc. (American Express). This service is not available to consumers. To enroll, your business must submit an application, which is subject to review and approval by American Express. American Express makes money from currency exchange. Fees apply. For a list of our money service business licenses and information about addressing complaints and other disclosures, visit <a href="mailto:americanexpress.com/us/state-licensing.html">americanexpress.com/us/state-licensing.html</a>.

# FX International Payments Terms and conditions Transaction Waiver - General Cards

If an OPEN Card Member applies for the FX International Payments service and is approved by American Express, American Express will waive its transaction fee on foreign currency wire payments for 6 months, and charge a transaction fee of \$10 after the six month waiver period ends. This reduced fee may be discontinued by American Express at any time or in the event you cease to be an American Express OPEN Card Member. Wire payments in the same currency (e.g., USD to USD) are not eligible for this offer and are subject to a transaction fee (typically \$35). Consult your FX International Payments Sales Representative for more details. There is no minimum number of transactions in order to qualify for this offer, but a minimum transaction size may apply, depending on the type of currency of the wire payment. In some countries, the receiving bank may assess its own transaction fees on your wire payment. You recognize that, even if American Express does not charge you a transaction fee on your foreign currency wire payment, American Express may earn revenue from the foreign exchange transaction. Other fees may apply to products and services other than foreign currency wire payments.

Click <u>here</u> for information about addressing complaints regarding our money services business, lists of our money services business licenses and other disclosures.

# **FXIP - Live Exchange Rates**

American Express may provide indicative foreign exchange rates outside of business hours, which are 8:30 am to 4:45 pm Eastern Time, Monday to Friday, holidays excluded.

# **FXIP - Security**

FX International Payments incorporates encryption, both for stored data (such as account information) and for payments created and transmitted in real-time. The FX International Payments platform is deployed within American Express' state of the art data center that features advanced online and offline security and monitoring against internet attacks. FX International Payments implements American Express standards relating to information integrity, transaction security and information security.

### Global Assist® Hotline

While Global Assist<sup>®</sup> Hotline coordination and assistance services are offered at no additional charge from American Express, Card Members are responsible for the costs charged by third-party service providers. For full Terms and Conditions, see american express.com/GAterms.

#### **Lowest Hotel Rates Guarantee**

Valid only for American Express Card Members. If you book a qualifying hotel rate on <a href="mailto:american-express">american-express</a> Card Members. If you book a qualifying hotel rate on <a href="mailto:amexican-express">amexican-express</a> (allower price online, before taxes and fees, we'll refund you the difference. For pre-paid reservations, your claim must be submitted prior to your stay, before the date of check-in. For verification of "pay later" hotel bookings, your claim must be submitted within thirty (30) days after you have completed the hotel stay, and the customer service representative may instruct you to mail a copy of your hotel receipt to American Express within that time period. American Express will honor the lower price for verified requests. The "Lowest Hotel Rates Guarantee" policy applies only to online rates available to the general public and excludes (1) rates or discounts that are not available to the general public, including, but not limited to, corporate, group, charter, meeting/convention, AAA, government/military, and senior citizen rates/discounts; or (2) hotel rooms booked through or in combination with frequent stay, loyalty, points, coupon promotions, rooms won through contests or sweepstakes or transferred, or rooms booked on opaque websites that do not allow you to see the name of the hotel until your reservation is complete; or (3) promotional packages, deals, all-inclusive packages, or bundles that may include additional amenities such as parking, meals, or entertainment, or (4) rates booked through the Fine Hotels + Resorts® and The Hotel Collection programs. <a href="mailto:Details">Details</a>

# No Foreign Transaction Fees

American Express will not charge any foreign transaction fee on the purchases you make outside of the United States with your Card. However, there may be circumstances where ATMs or merchants charge a fee on foreign transactions.

#### **Return Protection**

Return Protection can refund you for eligible purchase(s) charged entirely on an eligible American Express<sup>®</sup> Card. Coverage is limited to 90 days from purchase, up to \$300 per item and up to a maximum of \$1,000 per Card Member account per calendar year based on the date of purchase. Shipping and handling costs for the purchase will not be refunded. Items are eligible if they are in the original purchase condition and if they cannot be returned to the merchant from which they were originally purchased. Certain purchases are not eligible for refund, e.g. motorized vehicles, perishable items, computer software, and jewelry. Other important exclusions apply. Purchases must be made in the 50 United States of America, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, American Samoa, Federated States of Micronesia, Marshall Islands, Palau, Guam and Northern Mariana Islands. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. Return Protection is subject to additional important terms, conditions and exclusions. For full Terms and Conditions, see americanexpress.com/RPterms.

### **Rewards Disclosure for Employee Cards**

Terms, conditions and restrictions vary by individual Card products.

## **Seller of Travel**

American Express Travel Related Services Company, Inc. is acting solely as a sales agent for travel suppliers and is not responsible for the actions or inactions of such suppliers. Certain suppliers pay us commission and other incentives for reaching sales targets or other goals and may provide incentives to our travel consultants. For more information visit <a href="https://www.americanexpress.com/travelterms">www.americanexpress.com/travelterms</a>.

California CST#1022318; Washington UBI#600-469-694

#### **Vendor Pay**

Vendor Pay by Bill.com is available on American Express Business and Corporate Cards. Card Members must sign up for Vendor Pay and enroll the Card for payments by going to <a href="www.americanexpress.com/vendorpay">www.americanexpress.com/vendorpay</a>. Not all suppliers may accept American Express virtual payments. The Basic plan has no monthly fee for the first user and no fee for a second user for six months from when the first user signs up. After six months, the second user will have a fee of \$15 per month. The Advanced version has a monthly fee of \$59 or \$99 per user depending on select accounting systems. The monthly fees are set by Bill.com and subject to change at Bill.com's discretion. Fees are in addition to American Express Card fees. There are additional per transaction fees for check and ACH services.

### **Year-End Summary**

The Online Year-End Summary, typically available in January, reflects charges posted to your account from January 1<sup>st</sup> through December 31<sup>st</sup> of the prior year.

#### AMEX ASSURANCE COMPANY DISCLOSURES

For important information on policy terms, go to american express.com/benefitsguide

### **Baggage Insurance Plan**

Baggage Insurance Plan is underwritten by AMEX Assurance Company. Subject to additional terms, conditions and exclusions. For full Terms and Conditions, see <a href="mailto:americanexpress.com/BIPterms">americanexpress.com/BIPterms</a>. If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6498.

## Car Rental Loss and Damage Insurance

Car Rental Loss and Damage Insurance is underwritten by AMEX Assurance Company. Subject to additional terms, conditions and exclusions. For full Terms and Conditions, see <a href="mailto:americanexpress.com/CRLDIterms">americanexpress.com/CRLDIterms</a>. If You have any questions about a specific vehicle, please call Us at 1-800-338-1670, if international, collect at 1-303-273-6497.

### **Extended Warranty**

Extended Warranty is underwritten by AMEX Assurance Company. Subject to additional terms, conditions and exclusions. For full Terms and Conditions, see <a href="mailto:americanexpress.com/EWterms">americanexpress.com/EWterms</a>. If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6498.

### **Purchase Protection**

Purchase Protection is underwritten by AMEX Assurance Company. Subject to additional terms, conditions and exclusions. For full Terms and Conditions, see <a href="mailto:americanexpress.com/PPterms">americanexpress.com/PPterms</a>. If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6498.