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

| INTEREST RATES AND IN  | TEREST CHARGES  |
|--|---|
| Annual Percentage Rate<br>(APR) for Pay Over Time<br>Feature | 15.99% to 22.99%, based on your creditworthiness and other factors as determined at the time of account opening.  This APR will vary with the market based on the Prime Rate.   |
| APR for Cash Advances  | 25.24% This APR will vary with the market based on the Prime Rate.  |
| Pay Over Time: Penalty APR and When It Applies               | 29.99% This APR will vary with the market based on the Prime Rate. This APR may be applied to your Account if:  |
|  | 1) you make one or more late payments; or 2) your payment is returned by your bank  |
|  | We may also consider your creditworthiness in determining whether or not to apply the penalty APR to the Pay Over Time balance(s) on your Account.  |
|  | How Long Will the Penalty APR Apply? If it is applied, it will apply for at least 6 months. We review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until after you have made timely payments, with no returned payments during the 6 months being reviewed.       |
| Paying Interest  | Your due date is at least 25 days after the close of each billing period. We will not charge you interest on charges automatically added to a Pay Over Time balance if each month you pay your Account Total New Balance on your billing statement (or, if you have a Plan balance, your Adjusted Balance on your billing |

|  | statement) by the due date. If you have Cash Advance on your Account, we will begin charging interest on cash advances on the transaction date.  If you are enrolled in Pay Over Time Select: we will begin charging interest on purchases added to a Pay Over Time Select balance at your request on the date that they are added to your Pay Over Time Select balance.  |
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| Plan Fee<br>(Fixed Finance Charge)                                       | For purchase amounts in a Pay Over Time balance: A monthly fee up to 1.33% of each purchase amount moved into a plan based on the plan duration, the APR that would otherwise apply to the purchase amount, and other factors. For purchase amounts in a Pay In Full balance: A monthly fee up to 1.33% of each purchase amount moved into a plan based on the plan duration, the APR that applies to the Pay Over Time feature at the time you create the plan, and other factors. |
| For Credit Card Tips from<br>the Consumer Financial<br>Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.go">http://www.consumerfinance.go</a> v/learnmore  |
| Fees   |   |
| Annual Membership Fee  | \$150   |
| Transaction Fees   |   |
| Cash Advance   | Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.   |
| Foreign Transaction  | None  |
| Penalty Fees   |   |
| Late Payment   | Up to <b>\$40</b>   |
| Returned Payment   | Up to <b>\$40</b>   |

**How We Will Calculate Your Balance:** We use the Average Daily Balance method (including new transactions).

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 (and corresponding DPRs) 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 01/19/22.

#### TERMS AND CONDITIONS

View the full Card Member Agreement .

By submitting this application, you are requesting us to open an Account in your name and to issue Card(s) as you direct. Only qualified individuals 18 or over may apply for an Account. This offer is available to US Residents.

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.

When you use your Account (or sign or keep the Card), you agree to the terms of the Card Member Agreement that will be provided to you. Your Card Member Agreement includes an arbitration provision, which restricts your 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 Card Member Agreement subject to applicable law. We may do this in response to the business, legal, or competitive environment. Changes to some terms may require 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Card Membership.

**Additional Cards:** Additional Card Members do not have accounts with us but they can use your Account subject to the terms of the Card Member Agreement. You are responsible for all use of your Account by Additional Card Members and anyone they allow to use your Account. You must pay for all charges they make. You authorize us to give Additional Card Members information about your Account and to discuss it with them.

**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.

**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.

Notice to Married Wisconsin Residents: No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's

interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

**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 <a href="https://www.dfs.ny.gov">www.dfs.ny.gov</a>

Notice to California Residents: An Applicant, if married, may apply for a separate account.

**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 American Express<sup>®</sup> Green Card is issued by American Express National Bank. ©2022 American Express National Bank.

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#### **OFFER TERMS**

Welcome offer not available to applicants who have or have had this Card or previous versions of the American Express<sup>®</sup> Green Card. We may also consider the number of American Express Cards you have opened and closed as well as other factors in making a decision on your welcome offer eligibility.

## 45,000 Membership Rewards® Points

To be eligible to earn the 45,000 Membership Rewards points, you must be enrolled in the Membership Rewards program at the time of eligible purchase. 45,000 Membership Rewards points will be credited to your account after you charge a total of \$2,000 (the "Threshold Amount") or more of eligible purchases on your Green Card from American Express within the first 6 months of Green Card Membership. Eligible purchases can be made by the Basic Card Member and any Additional Card Members on a single Card account. Eligible purchases are purchases for goods and services minus returns and other credits. Eligible purchases to meet the Threshold Amount do NOT include fees or interest charges, purchases of travelers checks, purchases or reloading of prepaid cards, purchases of gift cards, person-to-person payments, or purchases of other cash equivalents. Additional terms and restrictions apply.

Points will be credited to your Membership Rewards account within 8-12 weeks after the last eligible purchase you made to meet the Threshold Amount appears on your monthly billing statement. If we in our sole discretion determine that you have engaged in abuse, misuse, or gaming in connection with the welcome offer in any way or that you intend to do so (for example, if you applied for one or more cards to obtain a welcome offer(s) that we did not intend for you; if you cancel or downgrade your account within 12 months after acquiring it; or if you cancel or return purchases you made to meet the Threshold Amount), we may not credit the Membership Rewards points to, we may freeze the Membership Rewards points credited to, or we may take away the Membership Rewards points

from your account. We may also cancel this Card account and other Card accounts you may have with us. If you have any questions regarding this offer, please call the number on the back of your Card

Your Card account must not be canceled or past due at the time of fulfillment of any offers.

You can earn 45,000 Membership Rewards points after you spend \$2,000 or more on eligible purchases on your Card within your first 6 months of Card Membership starting from the date your account is approved. In rare instances, your period to spend \$2,000 may be shorter than 6 months if there is a delay in receiving your Card. Also, purchases may fall outside of the 6 month period in some cases, such as a delay in merchants submitting transactions to us or if the purchase date differs 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). The Membership Rewards points will be credited to your account 8-12 weeks after the Threshold Amount is met.

Terms and Conditions for the Membership Rewards<sup>®</sup> program apply. Visit membershiprewards.com/terms for more information. Participating partners and available rewards are subject to change without notice.

The value of Membership Rewards points varies according to how you choose to use them. To learn more, go to <a href="https://www.membershiprewards.com/pointsinfo">www.membershiprewards.com/pointsinfo</a>.

American Express reserves the right to modify or revoke offer at any time.

#### Annual Fee

The annual fee for the American Express® Green Card is \$150. There is no annual fee for Additional Cards.

#### **BENEFIT TERMS**

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

## \$100 CLEAR Credit

You can earn up to \$100 in statement credits per calendar year when you use your American Express® Green Card to pay for your annual CLEAR membership. This benefit is only available for the American Express Green Card. Traditional Green Cards and Senior Green Cards are not eligible. Enrollment in CLEAR is required. CLEAR memberships automatically renew each year unless canceled and CLEAR will charge the applicable membership fee to the Card CLEAR has on file. American Express has no control over the application and/or approval process for CLEAR, and does not have access to any information provided to CLEAR by the Card Member or by CLEAR to the Card Member. American Express has no liability regarding the CLEAR program. If a Card Member's application is not approved by CLEAR, CLEAR will refund the charges. If the statement credit benefit has been applied before CLEAR refunds the charges, that statement credit will be reversed. Purchases by both the Basic Card Member and any Additional Card Members on the Card Account are eligible for statement credits. However, the total amount of statement credits for eligible purchases will not exceed \$100 on the Card Account per calendar year. For additional information on the CLEAR program, including information regarding membership, eligibility, and for a list of participating locations, as well as the full terms and conditions of the program, please go to www.clearme.com. The CLEAR program is subject to change, and American Express has no control over those changes. Please allow up to 2-4 weeks after a qualifying CLEAR transaction is charged to your Card Account for the statement credit to be posted to the Account. American Express relies on accurate transaction data to identify eligible CLEAR purchases. If you do not see a credit for a qualifying purchase on your eligible Card after 4 weeks, please call the number on the back of your Card. Card Members remain responsible for timely payment of all CLEAR charges. To be eligible for this benefit, your Card account must not be cancelled or past due at the time of statement credit fulfillment. If a charge for an eligible purchase is included in a Pay Over Time feature balance on your Card Account, the statement credit associated with that charge may not be applied to that Pay Over Time feature balance. Instead, the statement credit may be applied to your Pay In Full balance. For additional information, call the number on the back of your Card.

#### \$100 LoungeBuddy Credit

You can earn up to \$100 in statement credits per calendar year when you use the American Express® Green Card to purchase lounge access directly from LoungeBuddy through the LoungeBuddy website or LoungeBuddy app. This benefit is only available for the American Express Green Card. Traditional Green Cards and Senior Green Cards are not eligible. Purchases by both the Basic Card Member and any Additional Card Members on the Card Account are eligible for statement credits. However, the total amount of statement credits for eligible purchases will not exceed \$100 on the Card Account per calendar year. Please allow 6-8 weeks after the purchase is charged to your Card Account for statement credit(s) to be posted to the Account. Please call the number on the back of the Card if statement credits have not posted after 8 weeks from the date of purchase. Card Members are responsible for timely payment of all LoungeBuddy charges. To be eligible for this benefit, your Card Account must not be canceled or past due at the time of statement credit fulfillment. Statement credit may be reversed if the LoungeBuddy purchase is returned. American Express relies on accurate transaction data to identify eligible LoungeBuddy purchases. If you do not see a credit for a qualifying purchase on your eligible Card account after 8 weeks, simply call the number on the back of your Card. If a charge for an eligible purchase is included in a Pay Over Time feature balance on your Card Account, the statement credit associated with that charge may not be applied to that Pay Over Time feature balance. Instead, the statement credit may be applied to your Pay In Full balance. For additional information, call the number on the back of your Card. No enrollment required. Please consult LoungeBuddy terms and conditions for more information.

#### **Account Manager**

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

## **American Express Experiences**

Offer valid in select cities. During the specified sales period, tickets are available exclusively to all American Express® 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 americanexpress.com/entertainment.

## **American Express Green Card Membership Rewards**

You will earn one Membership Rewards® point for each dollar of eligible purchases charged in each billing period on the American Express® Green Card. **Travel:** You will earn 2 additional points (for a total of 3 points) for each dollar charged on eligible travel purchases including airfare, hotels, cruises, tours, car rentals, campgrounds, travel purchases on third party travel websites, and travel purchases on amextravel.com. You will not earn additional points for purchases of timeshare properties. **Transit:** You will earn 2 additional points (for a total of 3 points) for each dollar charged on eligible transit purchases including trains, taxicabs, rideshare services, ferries, tolls, parking, buses, and subways. **Restaurants:** You will earn 2 additional points (for a total of 3 points) for each dollar charged at restaurants. You may not earn additional points for purchases at a restaurant 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 also will NOT earn additional points for purchases at bars, nightclubs, cafeterias, and convenience stores.

Eligible purchases are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include fees or interest charges, cash advances, person to person payments, purchases of gift cards, purchases of travelers checks, purchases or reloading of prepaid cards, or purchases of other cash equivalents. Additional terms and restrictions apply. See membershiprewards.com/terms for the Membership Rewards program terms and conditions.

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.

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

## American Express Presale(s)

American Express® Card Members have exclusive access to tickets before the general public for the specified sales window. Simply pay with your American Express® 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 americanexpress.com/entertainment.

#### **American Express Seating**

The American Express Seating program is available to all Card Members. Simply pay with your American Express® Card. Tickets are subject to the rules, terms & conditions, and fees set by the ticket seller, event 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 americanexpress.com/entertainment.

## 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® App and then using their enrolled Card to pay. Only U.S.-issued American Express Consumer and Business Cards and registered American Express Serve® 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 offer for details on how to redeem. For full Program https://www.amexoffers.com/partnerterms

#### Amex Send & Split

Amex Send & Split™ ("Send & Split") is only available in the American Express® App ("Amex App") to Card Members with an eligible Card. Eligible Cards are US-issued Basic Consumer Cards that are issued by American Express National Bank and are not cancelled. Prepaid Cards, American Express Corporate Cards, American Express Small Business Cards, American Express-branded cards or account numbers issued by other financial institutions and American Express Cards issued outside of the United States are not eligible Cards. To use Send & Split, you must first have an email address on file, enroll in Send & Split in your American Express Online Account ("Online Account") and open an Amex Send™ stored balance account in the Amex App ("Send Account"). Send & Split allows you to: (i) send a person-to-person payment from your Send Account to Venmo and PayPal users

("Send") and (ii) split a Card purchase ("Split") and receive funds to your Card account as a statement credit or to your linked Venmo or PayPal account. You may use Send & Split with an Additional consumer Card that is issued in the US by American Express National Bank and is not cancelled if you also have an eligible Card in the same Online Account and that Online Account is enrolled in Send & Split. You must have or create an account with Venmo or PayPal and link your Online Account to your PayPal or Venmo account to use Send & Split. You must add money to your Send Account from your eligible Card(s) to Send to a Venmo or PayPal recipient. The money you add will be reflected in your Send Account balance. The charge on your Card for an Add Money transaction does not earn rewards and is subject to the Card's purchase APR. Once the Send from your Send Account is available in the recipient's Venmo or PayPal account, you do not have the ability to cancel the transaction. There is no fee to Send to US recipients. PayPal charges a fee to Send to non-US recipients. With Split, you can split pending or posted purchases that are made with your eligible Card in your Amex App. Once you select a purchase to Split, select the contacts you want to request to Split with. You can choose to get paid back as a statement credit to your Card account (a Split credit) or to your linked Venmo or PayPal account. Split credits to your Card account apply when we receive confirmation that the Split request was completed but may take 24-36 hours to post to your Card account. You are still responsible to pay the full purchase amount charged to your Card, regardless of whether you are paid back via Split. You earn rewards for purchases that you split in the same way that you earn rewards for other purchases. Other eligibility and restrictions apply. For complete details visit american express.com/sendandsplitterms to view Terms & Conditions. Send Account issued by American Express National Bank.

## Card Member Performance(s)

Card Member Performances are available to all Card Members. Simply pay with your American Express® Card. Tickets are subject to the rules, terms & conditions, and fees set by the ticket seller, event 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. All sales final. No refunds. No exchanges. For more information, please visit americanexpress.com/entertainment.

#### **Destination Family**

Benefits are valid for new bookings of eligible cruises or tour packages made through American Express Travel with participating travel providers using an eligible U.S. Consumer, Business, Corporate American Express® Card. Payment must be made with the eligible Card, and that Card Member must travel on the itinerary booked. Benefits may not be available to residents outside the 50 United States. Benefits apply per booking, not per traveler and cannot be combined with other offers unless indicated. Blackout dates may apply. Participating travel providers and benefits are subject to change and vary by travel provider. Benefits are non-transferable, subject to availability, and cannot be redeemed for cash, cash-equivalents, or credit.

#### **Dispute Resolution**

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

#### Global Assist® Hotline

While Global Assist® 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 americanexpress.com/GAterms.

#### **Instant Card Number**

Instant Card Number eligibility is based on our ability to instantly authenticate you. If you are eligible for Instant Card Number, you will receive an Instant Card Number that you may be able to use virtually anywhere American Express is accepted and a physical Card will not be required. In certain instances (for example, if we cannot instantly authenticate you) you may only be able to use your Instant Card Number at a select merchant until you receive your physical Card. You may not have access to your full credit line until after you confirm receipt of your physical Card. We will mail your physical Card within 3-5 days of account approval.

Valid only for American Express Card Members. If you book a qualifying hotel rate on amextravel.com and then find the same room, in the same hotel, for the same dates, the same number of children and adults, at a lower price online, before taxes and fees, we'll refund you the difference. For prepaid 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. Details

## Membership Rewards® Pay With Points

To use Pay with Points, you must charge your eligible purchase through American Express Travel to a Membership Rewards® program-enrolled American Express® Card. Eligible purchases through American Express Travel exclude non-prepaid car rentals and non-prepaid hotels. Points will be debited from your Membership Rewards account, and credit for corresponding dollar amount will be issued to the American Express Card account used. If points redeemed do not cover entire amount, the balance of purchase price will remain on the American Express Card account. Minimum redemption 5,000 points.

See membershiprewards.com/terms for the Membership Rewards program terms and conditions.

If a charge for a purchase is included in a Pay Over Time balance on your Linked Account the statement credit associated with that charge may not be applied to that Pay Over Time balance. Instead the statement credit may be applied to your Pay in Full balance. If you believe this has occurred, please contact us by calling the number on the back of your Card.

## Membership Rewards<sup>®</sup> Program

Terms and Conditions for the Membership Rewards<sup>®</sup> program apply. Visit membershiprewards.com/terms for more information. Participating partners and available rewards are subject to change without notice.

The value of Membership Rewards points varies according to how you choose to use them. To learn more, go to www.membershiprewards.com/pointsinfo.

## Membership Rewards® Program - Transfer Points (Domestic Airlines)

Enrollment in a participating Frequent Flyer program is required. Airline tickets are subject to availability. For each conversion of points into the Frequent Flyer program of a U.S. airline, a fee of \$0.0006 per point, with a maximum fee of \$99, will be charged to your Card account. We charge this fee to offset the federal excise tax we must pay on such conversions. The fee may be more or less than the actual amount of the excise tax we pay on any individual conversion. We may offer you the option to redeem points to cover this fee.

#### 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.

#### No Preset Spending Limit

No Preset Spending Limit means your spending limit is flexible. Unlike a traditional card with a set limit, the amount you can spend adapts based on factors such as your purchase, payment, and

credit history.

## Pay It Plan It®

Pay It® is only available in the American Express App® for your eligible Account. With the Pay It feature, you can make a payment equal to the amount of a billed purchase less than \$100. Payments made with Pay It are not applied to that billed purchase but to your outstanding balance in accordance with how we apply payments.

Your account is eligible for Pay It if you are a Basic Card Member or Additional Card Member of a Card account issued by a U.S. banking subsidiary of American Express that is not canceled, excluding Accounts that do not have either a Credit Limit or the Pay Over Time feature. Prepaid Cards and products, American Express Corporate Cards, American Express Small Business Cards and American Express-branded Cards or account numbers issued by other financial institutions are not eligible.

## Plan It®

With Plan It®, you can create up to 10 active payment plans, each subject to a plan fee. The plan fee is a fixed finance charge that will be charged each month that the corresponding plan is active.

To create a plan, select qualifying purchases of \$100 or more and a plan duration. If you have a Card with a Credit Limit, you may also be able to select a qualifying amount of \$100 or more and a plan duration. When creating a plan for purchases, you may select up to 10 qualifying purchases for each plan that you create in your American Express online Account. However, you may select only one qualifying purchase for each plan that you create in the American Express App. Plan duration options may vary depending on the total dollar amount of the qualifying purchases (or qualifying amount, if you have a Card with a Credit Limit) you move into a Plan. Qualifying purchases will be identified in your American Express online Account and American Express App. Qualifying purchases (or a qualifying amount, if you have a Card with a Credit Limit) do not include purchases of cash or cash equivalents, purchases subject to Foreign Transaction Fees, or any fee owed to us, including Annual Membership fees. Unless you are creating a plan at checkout, please allow 2-3 days for your purchase to post to your account. Once your purchase posts and is no longer pending, you can create a plan for that purchase.

Your ability to create plans will be based on a variety of factors such as your creditworthiness, and your Credit Limit or Pay Over Time Limit, as applicable. The Pay Over Time Limit applies to the total of your Pay Over Time, Cash Advance, and Plan balances. You may not be able to create a plan if it would cause you to exceed your Pay Over Time Limit or cause your Plan balance to exceed 95% of your Account Total New Balance on your last billing statement. You will not be able to create plans if your Pay Over Time feature is suspended or your Account is canceled. You will also not be able to create plans if one or more of your American Express Accounts is enrolled in a payment program, has a payment that is returned unpaid, or is past due. The number and length of plan duration options offered to you, the number of active plans you can have at a time, and your ability to include multiple qualifying purchases in a single plan, will be at our discretion and will be based on a variety of factors such as your creditworthiness, the purchase amount(s), and your Account history. After a plan is paid in full, it will be removed from your Account in the next billing period.

Plan It is available on Card Accounts issued by a U.S. banking subsidiary of American Express, excluding Accounts that do not have either a Credit Limit or the Pay Over Time feature. Only the Basic Card Member or Authorized Account Managers on the Account can create a plan. Prepaid Cards and products, American Express Corporate Cards, American Express Small Business Cards and American Express-branded Cards or Account numbers issued by other financial institutions are not eligible.

#### **Pay Over Time**

Eligible charges

Purchases (including any associated foreign transaction fees) and Annual Membership Fees are eligible. The following types of charges are ineligible for Pay Over Time: Cash Advances, including

cash and other cash equivalents, certain insurance premiums, and any other fees owed to American Express. If you have an Introductory APR, the rate applies to new eligible purchases (excluding Annual Membership Fees) made starting the day your Card is approved through the end of the introductory promotional period up to your Pay Over Time Limit.

## Pay Over Time

The Pay Over Time feature on your account has two settings: Active and Inactive. At Account opening, the Pay Over Time feature on your Account is set to Active. This means all eligible charges made on your account will automatically be added to your Pay Over Time balance. If the Pay Over Time feature is active at 8 p.m. Eastern Time on the transaction date provided by the merchant or on the date when an eligible Annual Membership Fee is charged to your Account, then we will automatically add the charge to your Pay Over Time balance. The transaction date provided by the merchant may differ from the date you made the purchase if, for example, there is a delay in the merchant submitting the transaction to us or if the merchant uses the shipping date as the transaction date. If the Pay Over Time feature is inactive at 8 p.m. Eastern Time, no new charges will be automatically added to your Pay Over Time balance. To view or change your Pay Over Time setting, visit your online account or call the number on the back of your Card.

#### Pay Over Time Limit

We assign a Pay Over Time Limit to your Account. The Pay Over Time Limit applies to the total of your Pay Over Time, Cash Advance, and Plan balances. Your Pay Over Time balance cannot exceed your Pay Over Time Limit. When there is a delay in posting cash advances or plans to your Account, the total of your Pay Over Time, Cash Advance, and Plan balances may exceed your Pay Over Time Limit. We may approve or decline a charge regardless of whether your card account balance exceeds or does not exceed your Pay Over Time Limit. This is not a spending limit. You must pay at least the Minimum Payment Due by the Payment Due Date each month. The Minimum Payment Due includes all charges that were not added to a Pay Over Time and/or Cash Advance or Plan balance plus a portion of your Pay Over Time and/or Cash Advance balance, any interest accrued, and any Plan Payment Due.

## Interest on Your Pay Over Time Balance(s)

For charges added automatically to a Pay Over Time balance, we will charge interest beginning on the date of each charge. We will not charge interest on charges automatically added to your Pay Over Time balances if you pay the Account Total New Balance by the Payment Due Date each month. You must pay in full, by the Payment Due Date, all charges that are not added to a Pay Over Time, Cash Advance, or Plan balance. We will begin charging interest on cash advances on the transaction date.

## **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 www.americanexpress.com/travelterms.

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

## Shop Small<sup>®</sup> Map

Only qualifying American Express Card accepting small merchants will be featured on the map. Please note that business location and other information provided on the map may contain inaccuracies or errors, including as a result of information provided by third parties. The data on this map is constantly being updated, please continually check back for updates.

## **Shop with Membership Rewards Points**

Welcome. If you use points for products through membershiprewards.com, you accept these Conditions of Use. Please read them carefully.

When using points for products through membershiprewards.com you are purchasing directly from a merchant, not from American Express. Participating merchants determine (i) product prices and availability, (ii) offers, promotions and applicable restrictions, (iii) estimated

shipping and (iv) estimated tax, all of which are subject to change and are only confirmed in the order confirmation email sent by the merchant.

#### **USE OF THIS SITE**

You agree to use this site for lawful purposes only. American Express reserves the right to interrupt or restrict your access to this site, without notice to you, if we suspect fraudulent or abusive activity. American Express uses commercially reasonable efforts to maintain the security of this site; however, you acknowledge and agree that there is no guarantee of absolute security of information that is communicated over the Internet.

#### **USE OF MEMBERSHIP REWARDS POINTS**

For accounts that qualify, Membership Rewards points will be deducted for the purchase amount displayed at checkout; such amount includes estimated tax and estimated shipping/handling charges. A debit for the purchase, including actual tax and actual shipping/handling charges, will be issued by the participating merchant and a credit for the purchase amount displayed at checkout, will be issued to the Card account selected during checkout. Please note: The debit and the credit may not appear on the same statement. If a charge for a purchase is included in a Pay Over Time balance on your Card account the statement credit associated with that charge may not be applied to that Pay Over Time balance. Instead the statement credit may be applied to your Pay In Full balance. If you believe this has occurred, please contact us by calling the number on the back of your Card.

Permitted returns of merchandise may result in a credit on your Card account. You can convert this credit back into points by calling Membership Rewards.

The following Membership Rewards enrollees are not eligible to use points to purchase products through membershiprewards.com:

• Membership Rewards enrollees with any account that is canceled, past due or has a return payment outstanding.

#### **REJECTED ORDERS**

If we are unable to place your order with the participating merchant you have selected, your order will be cancelled. If this occurs, you will receive an email notifying you of the order cancelation. If you have an active Membership Rewards program account, the points associated with the cancelled order will be returned to your program account. As a result, the Card account you selected at checkout will have both a statement credit and a reversal of that statement credit for the dollar amount associated with the points you redeemed for the cancelled order. If you have an inactive program account, the points you redeemed for the cancelled order will not be returned to your program account and you will have a statement credit for the dollar amount associated with the points you redeemed for the cancelled order on the Card account you selected at checkout.

## PRODUCT DESCRIPTIONS

You acknowledge that participating merchants provide their own product descriptions. American Express does not warrant that such product descriptions of the site are accurate, complete, reliable, current, or error-free.

#### **CONFIRMING PRICES**

The price for the items in your Shopping Cart reflects the most recent price provided to American Express by the merchant. Please note that this price may differ from the price shown for the item when you first placed it in your cart. If during order placement with the merchant, an item's price is higher than the price indicated at checkout on the site we will cancel your order and notify you of such cancellation. However, if the shipping or tax charges are higher than the estimates indicated on the site, we will proceed with and place your order

## **SHIPPING**

Shipping fees, policies and limitations are determined by the merchant, and shipping fees are only confirmed in the order confirmation email sent by the merchant. Please note, only a selection of merchants ship to Alaska, Hawaii, Puerto Rico and the US Virgin Islands, For each <u>participating merchant's</u> full shipping details visit the Store Details and Policies page

## WEB SITE RULES AND REGULATIONS

All rules, regulations and disclaimers set forth in the American Express Web Site Rules and Regulations apply to your use of this site, and are incorporated by reference into these Conditions of Use. Please carefully review the Web Site Rules and Regulations.

## **ShopRunner**

## **ShopRunner Benefit Terms and Conditions**

#### **Enrolling in the Benefit.**

To get the free ShopRunner membership benefit compliments of American Express (the "benefit"), you must go to www.shoprunner.com/americanexpress and verify your eligibility for the benefit with an eligible Card account number and then complete the sign up for a ShopRunner membership account ("ShopRunner account"). For details on how the ShopRunner membership works, please see the ShopRunner Terms and Conditions at <a href="https://www.shoprunner.com/terms/sr/">https://www.shoprunner.com/terms/sr/</a> which govern the use of your ShopRunner membership benefit.

You may also be able to enroll in this benefit through access provided to ShopRunner at participating online stores or through an email provided by American Express if it has determined that you have an eligible Card.

An "eligible Card" means an American Express U.S. Consumer or Small Business Credit or Charge Card that is not cancelled and that is issued to you by a U.S. banking subsidiary of American Express. Prepaid Cards and products, American Express Corporate Cards and American Express-branded Cards or account numbers issued by other financial institutions are not eligible. ShopRunner will verify with American Express the eligibility of your Credit or Charge Card account number for the benefit.

## Maintaining the Benefit.

To maintain this benefit on your ShopRunner account, you must maintain an eligible Card. The benefit may be cancelled on your ShopRunner account if you do not have an eligible Card. You can maintain only one benefit per eligible Card.

During your enrollment in the benefit, ShopRunner and American Express will verify your benefit eligibility.

## Treatment of Existing ShopRunner Memberships.

If you enroll in the benefit and sign up with an existing ShopRunner account, ShopRunner will cancel the term of your existing ShopRunner account.

If you paid a fee for any unused portion of the cancelled term of membership, ShopRunner will provide you with a pro rata refund for that portion in accordance with ShopRunner's refund policy. The refund will be processed within 2-4 weeks after enrollment and will be issued to the payment method you used to pay the fee.

If a portion of the cancelled term of membership was promotional or free, the free period will be cancelled by ShopRunner and forfeited by you. If you currently have a free or promotional membership on your ShopRunner account, you should consider whether to enroll in the benefit at this time.

#### General Terms.

An eligible Card can be used to verify eligibility for only one benefit enrollment. American Express may receive and use your personal data from ShopRunner, which may include personally identifiable information and Credit Card information, to determine eligibility and further develop features and services related to the benefit. American Express may send you emails regarding your enrollment in this benefit. Any information American Express collects from you or from ShopRunner shall be governed by the American Express Online Privacy Statement (https://www.americanexpress.com/privacy). American Express may change, modify, cancel, revoke, or terminate this benefit at any time.

You can review these Terms and Conditions at any time by visiting https://www.shoprunner.com/terms/amex/.

#### **Spending Limits**

When you request that we apply a limit as described below on Charges incurred by an Additional Card Member on your Account, you agree to these terms. These terms supplement, and are incorporated by reference into, the terms of your Card Member Agreement.

At your request, we may agree to apply a limit to the total dollar amount of Purchases, during each billing period, that are charged to Card numbers associated with one or more specified Additional Card Members on your Account. At your request, we may agree to apply a limit to the total dollar amount of cash access transactions at ATMs, during each billing period, that are made using Card numbers associated with one or more specified Additional Card Members on your Account. If we agree to apply a limit, it is not a guarantee that the Additional Card Member will be able to make Purchases or cash access transactions up to the applicable limit. In applying any limit we will not take into account any credits (such as for returned merchandise or for payments), even if a credit relates to a Purchase made by the Additional Card Member. Any request that we change a limit may

not be effective until a subsequent billing period. Any Charges (as defined below) incurred by the Additional Card Member prior to the date during a billing period that we apply the limit will not be subject to the limit for that billing period.

Because of systems or administrative considerations, arrangements with merchants, or for other business reasons, we may, but are not required to, treat some Purchases and/or cash access transactions (collectively, Charges) as not being subject to any such limits. 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. While we typically require merchants to obtain an authorization for purchases and submit final transaction documentation for payment in a timely manner, a limit may not apply or may be exceeded when a merchant does not obtain an authorization for any reason; when a merchant obtains an authorization for a partial amount of the final charge submitted to us for payment; or when such submissions are not submitted or processed at the same time that the authorization is obtained. Examples may include, but are not limited to: Charges made outside of the U.S., in duty-free stores, or on board airplanes or cruise vessels; international airline ticket Purchases; vehicle rentals; lodging stays extended beyond original reservation period; certain mail order Purchases; Purchases billed on a recurring basis; Purchases at gas stations; telecommunications charges, including charges incurred with calling cards; taxicab charges; security deposits; late, damage or other fees in connection with rentals; Purchases billed in installments; restaurant tips and other gratuities; and Charges that occur before the end of billing period, if the Charge is posted to your Account after the Closing Date of that billing period. Any limit will not be applied to Charges for foreign currency or for travelers cheques or gift cheques obtained other than by telephone from us.

The Spending Limit for the Additional Card Member(s) is optional. If no Spending Limit is set on the Additional Card, spending capacity on this Card will be subject to the Basic Card Member's account terms and conditions.

## The American Express Auto Purchasing Program Disclosure

For a Configured Vehicle, the Guaranteed Savings represents the amount that a Certified Dealer guarantees that you will save off the MSRP on any in-stock vehicle that is the same make, model, and trim as your Configured Vehicle. The Guaranteed Savings for your Configured Vehicle is based on a vehicle without factory or dealer installed options and includes generally available manufacturer incentives. For an In-Stock Vehicle, the Guaranteed Savings represents the amount that the Certified Dealer guarantees that you will save off the MSRP of the vehicle with the specific VIN listed and includes savings on factory-installed options. If you change your vehicle or the optional features, it will change your savings. For full Terms and Conditions, see amexnetwork.truecar.com.

## **Trip Delay Insurance**

Coverage is provided by New Hampshire Insurance Company, an AIG Company, at no-additional-cost to the Card Member. Coverage is subject to certain terms, conditions and limitations, including limitations on the amount of coverage. This benefit provides secondary coverage. For more information about the coverage, please see the Guide to Benefits at americanexpress.com/TDTerms.

## **Upgrade with Points Terms and Conditions**

When you use Upgrade with Points to request an airline ticket upgrade, three things will happen: (i) If the airline upgrades your ticket(s), your Card Account will be charged for the upgrade; (ii) American Express will deduct the Membership Rewards points you offered for the upgrade from your program account; and (iii) American Express will apply an accompanying credit to your Card Account for those points. If the airline upgrades your ticket(s) and the number of points available in your Membership Rewards program account is less than the number of points you originally offered, American Express will deduct only the number of points available and you will receive an accompanying credit only for that number of points. The credit to your Card Account may appear during a different billing cycle than the charge for upgrade. You are still responsible for paying the amount due on your Card statement by the due date. Any applicable taxes and fees in connection with an airline ticket upgrade will be charged to your Card Account and cannot be covered with points. The value of the points you offer is determined at the time your upgrade offer is accepted by the airline and may change after your upgrade offer has been submitted if you subsequently upgrade or downgrade your Card

Account. Once accepted by the airline, your upgrade offer is nonrefundable, non-changeable, and points cannot be returned to your Membership Rewards program account.

Each airline determines whether to accept upgrade offers and which upgrade offers it will accept based on factors it determines in its discretion, including the amount of an offer. While it is possible for airlines to accept an upgrade offer at any time after offer submission, most upgrades are processed between 5 and 1 days before departure, and some are processed as close as 1 hour before departure. If your flight reservation includes tickets for more than one passenger, the tickets for all passengers on the reservation will be upgraded if your upgrade offer is accepted by the airline. If you would like to upgrade only certain passengers, you must contact the airline to split your reservation prior to requesting an upgrade.

If your Card offers additional points for flights purchased directly from an airline, you will not receive additional points for your upgrade purchase.

Participating airlines' Terms & Conditions apply. Participating airlines are subject to change at any time without notice. Participating airline products and services are subject to change. American Express reserves the right to cancel any upgrade offers or discontinue the Upgrade with Points program at any time.

If you use a Pay Over Time feature for a purchase using Upgrade with Points, the statement credit you receive 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.

#### **Using Points for 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.

#### Offer Terms

If a limited time offer appears, it is valid for solicited U.S. Membership Rewards® program enrollees only. Offer is not transferable and may not be combined with other offers. American Express in its sole discretion reserves the right to alter and or terminate this offer at any time. If you return to redeem points later, this offer may no longer be available. To be eligible to receive this offer, all Card accounts linked to an enrollee's Membership Rewards program account must not be canceled, past due or have a returned payment outstanding at the time of point redemption. Individual terms, conditions and restrictions apply to the respective Membership Rewards offers.

#### **Year-End Summary**

The Online Year-End Summary, typically available in January, reflects charges posted to your account from January 1st through December 31st 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 americanexpress.com/BIPterms. 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 americanexpress.com/CRLDIterms. 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 americanexpress.com/EWterms. 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 americanexpress.com/PPterms. 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.