IMPORTANT INFORMATION REGARDING RATES, FEES, AND OTHER COST INFORMATION

15.74% to 24.74% , 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.
25.24% This APR will vary with the market based on the Prime Rate.
29.99% This APR will vary with the market based on the Prime Rate.
This APR may be applied to new transactions on 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 your Account.
How Long Will the Penalty APR Apply? If the Penalty APR 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.
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 each month your entire balance (or if you have a plan outstanding, your balance adjusted for plans) by the due date. We will begin charging interest on cash advances on the transaction date.

(Fixed Finance Charge)	moved into a plan based on the plan duration, the APR that would otherwise apply to the purchase and other factors.
For Credit Card Tips from the Consumer Financial 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 http://www.consumerfinance.go v/learnmore
Fees	
Annual Membership Fee	\$0
Transaction Fees	
Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater.
Cash Advance	Either \$10 or 5% of the amount of each cash advance, whichever is greater.
Foreign Transaction	None
Penalty Fees	
Late Payment	Up to \$40
Returned Payment	Up to \$40
• Overlimit	None

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

Loss of Introductory APR: We may end your Introductory APR and apply the Penalty APR if you do not pay at least the Minimum Payment Due within 60 days after its Payment Due Date.

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 01/19/22.

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 www.dfs.ny.gov

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.

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Hilton Honors™ membership, including the earning and redemption of Points, is subject to Hilton Honors Terms & Conditions. © 2022 Hilton

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OFFER TERMS

Welcome offer not available to applicants who have or have had this 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.

Up to 130,000 Hilton Honors™ Bonus Points

You can earn 80,000 Hilton Honors Bonus Points after you make eligible purchases with your Hilton Honors American Express Card that total \$1,000 or more (the "Threshold Amount") within your first 3 months of Card Membership, starting from the date of your Card approval. You can earn an extra 50,000 Bonus Points (for a total of 130,000 Bonus Points) after you make an additional \$4,000 in eligible purchases with your Card (for a total of \$5,000 in eligible purchases) within your first 6 months of Card Membership, starting from the date of your Card approval. In rare instances, your period to spend \$1,000 may be shorter than 3 months, and your period to spend an additional \$4,000 may be shorter than 6 months, if there is a delay in receiving your Card. Also, purchases may fall outside of the 3 and 6 month periods 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). Bonus Points will be credited to your Hilton Honors account 8-12 weeks after each Threshold Amount has been met. 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 Hilton Honors™ Bonus Points to your account. We may also cancel this Card account and other Card accounts you may have with us. Eligible purchases to meet the Threshold Amount for this offer include those made by both Basic and Additional Card Members on the 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, cash advances, purchases of traveler's checks, purchases or reloading of prepaid cards, purchases of gift cards, person-to-person payments, or purchases of any cash equivalents. Additional Card Members on your account are not eligible for this offer. To receive Bonus Points, your Card account must not be canceled or past due at the time of fulfillment. For questions regarding your Card account, please call the number on the back of your Card.

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

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.

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 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[®] App and app features are available only for eligible Card accounts in the United States. American Express[®] 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.

Drive Off With Savings & Hilton Honors Bonus Points

A qualifying rental must meet the following: The Primary Driver's Hilton Honors number must be provided at time of reservation. The name of the member associated with the Hilton Honors number provided must match the Primary Driver's name on the rental to qualify for mileage awards. Only one Hilton Honors member per car rental will be credited with points. Special contracted corporate or promotional rates such as employee, net tour, travel agent, group, wholesale or package rates, crew,

insurance/dealer replacement or other or non-revenue rentals do not qualify for points. Multiple rentals that encompass different cars on the same or consecutive days from the same location shall be counted as a single qualifying rental even if the member checks the car in and back out during the same period.

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.

Hilton Honors Bonus Points on Eligible Purchases

Hilton Honors Bonus Points earned using your Hilton Honors American Express Card: You will receive 3 Hilton Honors Bonus Points for each dollar of eligible purchases.

You will receive 4 additional Hilton Honors Bonus Points, for a total of 7, for each dollar of eligible purchases charged directly with a property within the Hilton portfolio, including bookings and incidental charges. To receive the 4 additional Hilton Honors Bonus Points for charges made at the time of booking, the booking must be made directly through a reservation channel operated by Hilton. You can receive the 4 additional Hilton Honors Bonus Points for incidental charges made at the hotel (including charges made at restaurants, spas, and other establishments) if those charges can be and are charged to your room and paid for with your Hilton Honors American Express Card at checkout. You will receive 2 additional Hilton Honors Bonus Points, for a total of 5, for each dollar of eligible purchases at the following categories of merchants: restaurants located in the U.S., supermarkets located in the U.S. and on gasoline at gas stations located in the U.S. Note that purchases of groceries made at superstores, warehouse clubs, and convenience stores, and purchases from mealkit delivery services will only get 3 Bonus Points per dollar. Purchases of gasoline at supermarkets, superstores, and warehouse clubs will only get 3 Bonus Points per dollar. To get additional Points for a restaurant purchase, the purchase must be at a restaurant located in the United States. You will NOT get additional Points for purchases made at a restaurant owned by a U.S. company but located outside the U.S. (e.g. Hard Rock Café in Paris). You also will NOT get additional Points for restaurant purchases at nightclubs, convenience stores, grocery stores, or supermarkets. You may not get 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. Your Hilton Honors Points are subject to Hilton Honors Terms and Conditions; see HiltonHonors.com/Terms. Eligible purchases are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include fees or interest charges, cash advances, purchases of travelers checks, purchases or reloading of prepaid cards, purchases of gift cards, person-to-person payments, or purchases of other cash equivalents. Hilton Honors Bonus Points you earn with your Card will be posted to your Hilton Honors account up to 12 weeks after the end of your billing period.

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 receive additional Points if the merchant's code is not included in a reward category. You may not receive additional Points if we receive inaccurate information or are otherwise unable to identify your purchase as eligible for a reward 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 americanexpress.com/rewards-info for more information about rewards.

Hilton Honors Complimentary Silver Status

You will receive complimentary Hilton Honors Silver status with your Hilton Honors[™] Card from American Express.

Complimentary Silver status benefit is only available to the Basic Card Member.

If your Hilton Honors[™] Card from American Express is cancelled for any reason, your complimentary

Hilton Honors Silver status provided with the Card will be cancelled. American Express reserves the right to change, modify or revoke complimentary Silver status at any time. If your complimentary Silver status is cancelled, you may be able to maintain your Silver status by qualifying under the Hilton Honors Program terms. Silver status benefits are subject to availability and vary by hotel. For more information on Silver status benefits or how to maintain Silver status each year with qualifying stays, nights or Hilton Honors Base Points through the Hilton Honors Program, and for complete Terms and Conditions, visit HiltonHonors.com/MemberBenefits.

Hilton Honors Program & Copyright

Hilton Honors[™] membership, including the earning and redemption of Points, is subject to Hilton Honors Terms & Conditions. © 2021 Hilton

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Hilton Honors Upgrade to Gold Status

You may receive an upgrade to Hilton Honors Gold status if the total eligible purchases on your Card Account during a calendar year reach \$20,000 or more. A calendar year is from January 1 to December 31 regardless of when you open your Card Account. Eligible purchases are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include fees or interest charges, cash advances, purchases of travelers checks, purchases or reloading of prepaid cards, or purchases of other cash equivalents.

This upgrade to Gold status benefit is only available to the Basic Card Member; however, eligible purchases made by Additional Card Members will contribute to the purchase requirement. It will take about 10-12 weeks after the total eligible purchases level is reached for your Hilton Honors Gold status to become effective.

Your upgrade to Hilton Honors Gold status is valid for the calendar year in which it was earned and the subsequent calendar year. Your Gold status will expire after that subsequent calendar year unless your total eligible purchases in that subsequent calendar year again qualifies you for Gold status, or if you qualify for Gold status under the Hilton Honors program terms.

For more information on Gold status benefits or how to maintain your Gold status each year with qualifying stays, nights or Hilton Honors Base Points through the Hilton Honors Program, and for complete Terms and Conditions, visit HiltonHonors.com/MemberBenefits.

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.

Lowest Hotel Rates Guarantee

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

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.

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.

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® 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.

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 https://www.shoprunner.com/terms/sr/ 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.

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

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.