

Cardmember Agreement: Part 1 of 2

As of: 09/30/2024

Platinum Card® from American Express Exclusively for Charles Schwab

Issuer: American Express National Bank

Rates and Fees Table

Interest Rates	
Annual Percentage Rate (APR) for Pay Over Time Feature	Prime Rate + 12.74% to Prime Rate + 20.74% This is a variable APR. See <i>Explanation of Variable Rates</i> below.
APR for Cash Advances	Prime Rate + 21.99% This is a variable APR. See <i>Explanation of Variable Rates</i> below.
Penalty APR and When it Applies	Prime Rate + 26.74% This is a variable APR. See <i>Explanation of Variable Rates</i> below. This APR will apply to your Account if you: <ol style="list-style-type: none"> 1) make one or more late payments; or 2) make a payment that is returned by your bank. <p>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.</p> <p>How Long Will the Penalty APR Apply? If the penalty APR is applied, it will apply for at least 6 months. We will review your Account every 6 months after the penalty APR is applied. The penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.</p>
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.
Plan Fee (Fixed Finance Charge)	A monthly fee up to 1.33% of each purchase placed in a plan based on: either the APR that would otherwise apply to that purchase (for purchases in a Pay Over Time balance), the APR that applies to the Pay Over Time feature at the time you create the plan (for purchases in a Pay In Full balance), or the lower of the two APRs (for purchases that are divided between a Pay Over Time balance and a Pay In Full balance); the plan duration; and other factors. (please refer to the Plan It section for additional details).
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.gov/learnmore.
Fees	
Annual Membership Fee	\$695
Transaction Fees	
<ul style="list-style-type: none"> • Cash Advance • Foreign Transaction 	Either \$10 or 5% of the amount of each cash advance, whichever is greater. None.
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$40 Up to \$40

How we calculate interest: We use the Average Daily Balance method (including new transactions). See the *How we calculate interest* section in Part 2.

Explanation of Variable Rates: If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may 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. The Daily Periodic Rate (DPR) is 1/365th of the APR, rounded to the nearest one ten-thousandth of a percentage point. Variable APRs will not exceed 29.99%.

How Rates and Fees Work

Rates for Pay Over Time and/or Cash Advance balance(s)	
Penalty APR for new transactions	<p>The penalty APR may apply to new transactions if:</p> <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Payment Due Date on one or more occasions; or • your payment is returned by your bank. <p>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.</p> <p>If the penalty APR applies to a balance, it will apply to charges added to that balance 15 or more days after we send you notice.</p> <p>We will review your Account every 6 months after the penalty APR is applied. The penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.</p>
Fees	
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. Each Additional Platinum Card is \$195 annually, and each Companion Platinum Card is \$0 annually.
Plan Fee	A monthly plan fee of up to 1.33% of each purchase placed in a plan based on: either the APR that would otherwise apply to that purchase (for purchases in a Pay Over Time balance), the APR that applies to the Pay Over Time feature at the time you create the plan (for purchases in a Pay In Full balance), or the lower of the two APRs (for purchases that are divided between a Pay Over Time balance and a Pay In Full balance); the plan duration; and other factors. For more information, see <i>About Plan It</i> in Part 2.
Late Payment	Up to \$40. If we do not receive the Amount Due (or Minimum Payment Due, if applicable) by the Payment Due Date, the fee is \$29. If this happens again within the next 6 billing periods, the fee is \$40. However, the late fee will not exceed the Amount Due (or Minimum Payment Due, if applicable). Paying late may also result in a penalty APR for new transactions in a Pay Over Time balance. See <i>Penalty APR for new transactions</i> above.
Returned Payment	Up to \$40. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$29. If you do this again within the same billing period or the next 6 billing periods, the fee is \$40. However, the returned payment fee will not exceed the Amount Due (or Minimum Payment Due, if applicable). A returned payment may also result in a penalty APR for new transactions in a Pay Over Time balance. See <i>Penalty APR for new transactions</i> above.
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.
Account Re-opening	\$25 if your Account is cancelled, you ask us to re-open it, and we do so.
Cash Advance	5% of an ATM cash advance (including any fee charged by the ATM operator) or other cash advance, with a minimum of \$10. We will add this fee to the Cash Advance balance.
Foreign Transaction	None

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

Supplement to the Cardmember Agreement

How Your Reward Program Works

Platinum Card[®] from American Express Exclusively for Charles Schwab

Things you should know about this program

The Platinum Card[®] from American Express Exclusively for Charles Schwab is only available to you if you maintain an eligible account at Schwab.

An *eligible account* means either (1) a Schwab One[®] or Schwab General Brokerage Account held in your name or in the name of a revocable living trust where you are the grantor and trustee or (2) a Schwab Traditional, Roth or Rollover IRA that is not managed by an independent investment advisor pursuant to a direct contractual relationship between you and such independent advisor. Eligibility is subject to change.

We may cancel your Platinum Card from American Express Exclusively for Charles Schwab Card Account (*Card Account*) and participation in this program if you do not maintain an eligible account.

Schwab Appreciation Bonus

This benefit is only available to the Basic Card Member on the Card Account and will be awarded based on either: 1) the Basic Card Member's membership in Schwab Private Wealth Services or 2) the Basic Card Member's Qualifying Schwab Holdings, in each case as described below. Basic Card Members may only receive one Schwab Appreciation Bonus each year of Card Membership.

Schwab Appreciation Bonus Measurement Dates

Your membership in Schwab Private Wealth Services, or Qualifying Schwab Holdings will be measured within five business days after (a) Card Account approval and (b) the first calendar day of your annual Card Account renewal month (each date, a "Measurement Date").

Schwab Appreciation Bonus Amounts

If on a Measurement Date either:

1) your Qualifying Schwab Holdings are:

- i. equal to or greater than \$250,000 and less than \$1,000,000, you will receive a \$100 Card statement credit; or
- ii. equal to or greater than \$1,000,000 and less than \$10,000,000, you will receive a \$200 Card statement credit; or
- iii. equal to or greater than \$10,000,000, you will receive a \$1,000 Card statement credit.

Or 2) you are a member of Schwab Private Wealth Services, you will receive a \$1,000 Card statement credit.

Terms and Conditions for the Schwab Private Wealth Services program apply; visit www.schwab.com for more information.

The Schwab Appreciation bonus may be taxable income to you and may be reported on IRS Form 1099. You are responsible for any federal or state taxes resulting from the Schwab Appreciation Bonus. Please consult your tax advisor if you have questions about the tax treatment of the Schwab Appreciation Bonus.

Qualifying Schwab Holdings

Qualifying Schwab Holdings are the sum of the following assets and obligations:

- the aggregate assets held in the following non-retirement Schwab Brokerage Account types over which the Basic Card Member is an owner, grantor or trustee: individual, joint, revocable living trusts (where the grantor and trustee are the same), testamentary trusts, custodial, 529, guardianship, conservatorship, estate, usufruct, and life estate accounts; plus
- the aggregate assets held in the following retirement Schwab Brokerage Account types over which the Basic Card Member is an owner, grantor or trustee: Traditional Individual Retirement Accounts ("IRAs"), Roth and Roth Conversion IRAs and Rollover IRAs, but excluding IRAs, Roth and Roth Conversion IRAs and Rollover IRAs that are managed by an independent investment advisor pursuant to a direct contractual relationship between the Basic Card Member and such independent investment advisor; plus
- the aggregate assets held in the following Schwab Bank Account types over which the Basic Card Member is an owner or grantor: checking, savings, money market, certificate of deposit, and pledged asset accounts; plus
- the outstanding mortgage and home equity loan balances owed to Schwab Bank by the Basic Card Member.

Retirement assets not held in accounts listed above are excluded.

Please allow 6 - 8 weeks after calculation for the Schwab Appreciation Bonus to be posted. To receive this benefit, your Card Account must be active and not in default at the time of fulfillment.

Your Schwab Brokerage and Schwab Bank Account types are described on your account statements available at www.schwab.com (or www.schwaballiance.com for clients of independent investment advisors). You can view your Schwab Brokerage and Schwab Bank balances on the Account Summary page of www.schwab.com (or www.schwaballiance.com for clients of independent investment advisors).

For questions about your Qualifying Schwab Holdings, please contact Schwab at 866-385-1227. Only Qualifying Schwab Holdings, or membership in Schwab Private Wealth Services, in each case as of each Measurement Date will be evaluated to determine eligibility for this benefit.

For questions about your annual Card Account renewal month, please call the number on the back of your Card.

How Your American Express Account Works

Introduction

About your Cardmember Agreement	This document together with Part 1 make up the Cardmember Agreement (<i>Agreement</i>) for the <i>Account</i> identified on page 1 of Part 1. Any supplements or	amendments are also part of the Agreement. When you use the Account (or you sign or keep the card), you agree to the terms of the Agreement.
Changing the Agreement	We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.	We cannot increase the interest rate on existing balances except in limited circumstances. 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 Cardmembership.
Words we use in the Agreement	<p>We, us, and our mean the issuer shown on page 1 of Part 1. You and your mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account. You are the Basic Cardmember. You may request a card for an Additional Cardmember (see <i>About Additional Cardmembers</i> in Part 2).</p> <p>Card means any card or other device that we issue to access your Account. A charge is any amount added to your Account, such as purchases, cash advances, fees and interest charges. A purchase is a charge for goods, services, or person-to-person transactions.</p>	<p>A cash advance is a charge to get cash or cash equivalents, including travelers cheques, gift cheques, foreign currency, money orders, digital currency, casino gaming chips, race track wagers, and similar offline and online betting transactions. A person-to-person transaction is a charge for funds sent to another person or a charge to add funds to your Amex Send™ Account. A plan is a portion of your account balance that you have selected to pay through a set number of monthly payments using Plan It.</p> <p>To pay by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see <i>About your payments</i> in Part 2).</p>

About using your card

Using the card	<p>You may use the card to make charges. We decide whether to approve a charge based on how you spend and pay on this Account and other Accounts you have with us. We also consider your credit history and score and your personal resources that we know about.</p> <p>However, if there is a Spending Limit on page 1 of Part 1 of this Agreement, then your Account has a preset Spending Limit. If at any time your total balance exceeds this Spending Limit, we are more likely to decline to authorize your charges. We may approve charges that cause your total balance to exceed the Spending Limit. If we do, you must still pay us for those charges. We may also decline to authorize charges, even if they do not cause your total balance to exceed the Spending Limit. We may change or remove the Spending Limit at any time.</p>	<p>You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:</p> <ul style="list-style-type: none"> the merchant may charge your account at regular intervals; or you may make charges using that stored card information. <p>We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.</p> <p>Keep your card safe and don't let anyone else use it. If your card is lost or stolen or your Account is being used without your permission, contact us right away. You may not use your Account for illegal activities.</p>
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Promise to pay	<p>You promise to pay all charges, including:</p> <ul style="list-style-type: none"> charges you make, even if you do not present your card or sign for the transaction, charges that other people make if you let them use your Account, and charges that Additional Cardmembers make or permit others to make. 	
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Pay Over Time Limit	<p>If you have Pay Over Time, we assign a Pay Over Time Limit to your Account, which is shown on page 1 of Part 1 and on each billing statement. 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. If the addition of a charge would cause your Pay Over Time balance to exceed your Pay Over Time Limit, that charge will be added to your Pay In Full balance. 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. The Pay Over Time Limit is not a spending limit. We may approve or decline a charge regardless of whether your Card Account balance is greater or less than your Pay Over Time Limit. We may increase or reduce your Pay Over Time Limit at any time. We may do so even if you pay on time and your Account is not in default. We will tell you if we change your Pay Over Time Limit. 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.</p>	
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Limits on Cash Advances	<p>Your Cash Advance balance may not exceed:</p> <p>Zync Card® \$3,000 Green Card \$3,000 Gold Card \$6,000 Platinum Card® \$8,000 Centurion® Card \$10,000</p> <p>There may also be a limit on the amount of cash and number of times you can obtain cash from ATMs in a given period.</p> <p>You agree to manage your Account so that your Cash</p>	<p>Advance balance (including fees and interest) is not more than the Limit on Cash Advances.</p> <p>For purposes of the Limits on Cash Advances, your Cash Advance balance will be determined by adding new cash advance transactions to the ending Cash Advance balance of the prior day.</p> <p>In addition, we may not approve a cash advance transaction if it would cause the total of your Pay Over Time and/or Cash Advance balance and Plan balance to go over your Pay Over Time Limit.</p>
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Limits on person-to-person transaction	<p>Your person-to-person transactions may not exceed the following limits within any 30-day period:</p> <p>One from American Express® \$2,000</p> <p>Zync Card® \$2,000</p> <p>Green Card \$2,000</p> <p>Gold Card \$2,000</p> <p>Platinum Card® \$4,000</p> <p>Centurion® Card \$5,000</p>	<p>You agree to manage your Account so that the total of your person-to-person transactions in any 30-day period do not exceed the limit on person-to-person transactions.</p> <p>We may not approve a person-to-person transaction if it would cause your Account to exceed the applicable person-to-person transaction limit.</p>
Declined transactions	<p>We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if your Account is not in default.</p>	<p>We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.</p>
About Pay Over Time	<p>If Pay Over Time is a feature of your Account, you may carry a balance with interest, up to your Pay Over Time Limit. Pay Over Time has two settings: active and inactive. You can change or view your Pay Over Time setting at any time through your online account or by calling the number on the back of your Card. Purchases made and Annual Membership Fees charged when Pay Over Time is set to inactive will be added to your Pay In Full balance, which will be due in full each month. If you have a Pay Over Time balance, you can choose each month to pay your Account Total New Balance in full, the Minimum Payment Due, or any amount in between. Charges will be added to your Pay Over Time balance as described below.</p> <p>On the Transaction Date: If Pay Over Time is set to active at 8 p.m. ET on the transaction date provided by the merchant for an eligible charge, or on the date when an eligible Annual Membership Fee is charged to your Account, the charge will automatically be added to your Pay Over Time balance, subject to your Pay Over Time Limit. If the addition of an entire charge to your Pay Over Time balance would cause the total of your Pay Over Time, Cash Advance, and Plan balances to exceed your Pay Over Time Limit, that charge will be added to your Pay In Full 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. Charges with the same transaction date will be added to your Pay Over Time balance in any order we choose.</p> <p>On your Closing Date: Also, if on your Closing Date, 1) the total of your Pay Over Time, Cash Advance, and Plan balances is less than your Pay Over Time Limit, 2) Pay Over Time is set to active at 8 p.m. ET and 3) there are eligible new charges in your Pay In Full balance with a transaction date when Pay Over Time was set to active, you authorize us to automatically move all or a portion of those charges to your Pay Over Time balance, subject to your Pay Over Time Limit. If the addition of a charge to your Pay Over Time balance would cause the total of your Pay Over Time, Cash</p>	<p>Advance, and Plan balances to exceed your Pay Over Time Limit, we will move a portion of that charge to your Pay Over Time balance, up to your Pay Over Time Limit. The remaining portion of the charge will remain in your Pay In Full balance. Eligible charges will be moved to your Pay Over Time balance in order of the transaction dates. Charges with the same transaction date will be added to your Pay Over Time balance in any order we choose. A new charge, or a portion of a new charge, will not be eligible to be moved to your Pay Over Time balance on your Closing Date if:</p> <ul style="list-style-type: none"> ● that charge is subject to a Foreign Transaction Fee; ● that charge or a portion of that charge is disputed (for a reason other than fraud) and that dispute is not resolved in the same billing period in which it was opened; ● that charge or a portion of that charge is reported as fraudulent; ● you created a plan for that charge using Plan It; ● Pay Over Time is suspended on your Account; or ● your Account is cancelled or enrolled in a payment program. <p>Certain charges are not eligible for Pay Over Time, such as cash advances and we may change the eligibility of other charges for Pay Over Time. We may suspend Pay Over Time at any time based on our assessment of your creditworthiness, the status of your Account, and/or your enrollment in a payment program. In addition, if your Account is past due or Pay Over Time is suspended, you will not be able to change your Pay Over Time setting from inactive to active.</p> <p>If you transfer to a new Card with the same Account number, your Pay Over Time setting at time of transfer will remain in effect on your new Card.</p> <p>If you have the Pay Over Time Travel feature on your Account: we will automatically add eligible travel-related purchases to your Pay Over Time Travel balance subject to your Pay Over Time Limit regardless of whether your Pay Over Time setting is active or inactive. If you request to cancel your Pay Over Time Travel feature, you will not be able to re-enroll.</p>
About the Plan It feature	<p>We may offer you Plan It, which allows you to create a payment plan for qualifying purchases subject to a plan fee. This fee is a fixed finance charge that will be charged each month that a plan is active.</p> <p>You may use this feature by selecting qualifying purchases and a plan duration. You will be able to view the monthly plan payments, including the plan fee, for your selection. Each plan fee will be disclosed before you create the applicable plan. If you create a plan for a purchase in your Pay Over Time balance, the purchase will be added to a plan balance and will be subject to a plan fee based on the APR that would otherwise apply to the purchase amount. If you create a plan for a purchase that is in your Pay In Full balance, the purchase will be added to a plan balance</p>	<p>and will be subject to a plan fee based on the APR that applies to the Pay Over Time feature at the time you create the plan. If you create a plan for a purchase that is divided between your Pay Over Time and Pay In Full balances, because only a portion of that purchase was moved to your Pay Over Time balance on your Closing Date, the purchase will be added to a plan balance and will be subject to a plan fee based on either the APR that would otherwise apply (to the portion of the purchase that was in your Pay Over Time balance) or the APR that applies to the Pay Over Time feature at the time you create the plan, whichever is lower.</p> <p>A <i>qualifying purchase</i> for Plan It is a purchase of at least a specified dollar amount. Qualifying purchases</p>

do not include purchases of cash or cash equivalents, purchases subject to Foreign Transaction Fees, or any fee owed to us, such as Annual Fees.

Your ability to create plans will be based on a variety of factors such as your creditworthiness and your Pay Over Time Limit. You may not be able to create a plan if it would cause you to exceed your Pay Over Time Limit. You will not be able to create plans if your Pay Over Time feature is suspended or your Account is cancelled. 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. We will tell you the

number of active plans you may have, and we may change this number at any time. The plan durations offered to you, 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.

Plans cannot be cancelled after they have been created, but you can choose to pay them early by paying the Account Total New Balance shown on your most recent billing statement in full. If you pay a plan off early, you will not incur any future plan fees on that plan.

About your payments

When you must pay

You must pay the Amount Due, or Minimum Payment Due, if applicable, no later than the Payment Due Date shown on your billing statement to avoid a late payment fee. Each billing statement also states the time and manner by which you must make your payment for it to be credited as of the same day it is received. For your payment to be considered on time,

we must receive it in such time and manner by the Payment Due Date shown on your billing statement.

Each billing statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the billing statement. Each Closing Date is about 30 days after the previous billing statement's Closing Date.

How to make payments

Make payments to us in U.S. dollars with:

- a single check drawn on a U.S. bank, or
- a single negotiable instrument clearable through the U.S. banking system, for example a money order, or
- an electronic payment that can be cleared through the U.S. banking system.

When making a payment by mail:

- make a separate payment for each account,
- mail your payment to the address shown on the payment coupon on your billing statement, and
- write your Account number on your check or negotiable instrument and include the payment coupon.

If your payment meets the above requirements, we will credit it to your Account as of the day we receive it, as long as we receive it by the time disclosed in

your billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.

If your payment does not meet the above requirements, there may be a delay in crediting your Account. This may result in late fees and additional interest charges (see the *Rates and Fees Table* and *How Rates, Fees and Pay Over Time Work* in Part 1).

We will not accept a payment made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S.

If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.

How we apply payments and credits

Your Account may have balances with different interest rates. For example, a Pay Over Time balance may have a lower interest rate than a Cash Advance balance. Your Account may also have Plan balances which are assessed plan fees. If your Account has balances with different interest rates, Plan balances, or plan fees, here is how we generally apply payments in a billing period:

We apply your payments - up to the Minimum Payment Due - first to the Pay in Full New Balance; then to any plan amounts included in your Minimum Payment Due; and then to the Pay Over Time and/or Cash Advance New Balance, first to the balance with the lowest interest rate and then to balances with higher interest rates.

After the Minimum Payment Due has been paid, we apply payments first to the Pay Over Time and/or

Cash Advance balances with the highest interest rate and then to balances with lower interest rates, and then to any Plan balances.

In most cases, we apply a credit to the same balance as the related charge. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose. If there is a negative balance in any balance on the account at the end of a billing period, that excess credit will be redistributed to other balances in accordance with how we apply payments described above. This means that in certain circumstances, Plan balances may get paid before they otherwise would. If you receive a credit for a purchase added to a plan, you must call us at the number on the back of your Card to have the credit applied to the Plan balance.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

The amount you owe each month is the sum of the following on your billing statement:

- A. The Pay In Full New Balance
- B. Any Pay Over Time and/or Cash Advance Minimum Due
- C. Any Plan Payment Due

Above amounts include any past due amounts.

Your Pay Over Time and/or Cash Advance Minimum Due is the highest of:

- (1) \$40
- (2) 2% of the Pay Over Time and/or Cash Advance New Balance
- (3) The total calculated by following these steps: Use the Pay Over Time and/or Cash Advance New Balance minus the Interest charged on the billing statement as the *Amount* to calculate the sum of a. through d. below:
 - a. 1% of the Amount from \$0 through \$20,000
 - b. 2% of the Amount from \$20,000.01 through \$35,000
 - c. 5% of the Amount from \$35,000.01 through \$50,000
 - d. 10% of the Amount above \$50,000

Then continue with the following steps:

e. Divide the sum from steps a. through d. by the Amount and round to four decimals

f. Multiply by the Amount

g. Add the Interest charged on the billing statement

Plus any Pay Over Time and/or Cash Advance amount past due.

Your Pay Over Time and/or Cash Advance Minimum Due will not exceed your Pay Over Time and/or Cash Advance New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

EXAMPLE: You have: a Pay In Full New Balance of \$200 and a Pay Over Time and/or Cash Advance New Balance of \$30,300, which includes Interest of \$300

1. **\$40**

2. 2% multiplied by \$30,300 equals **\$606**

3. \$30,300 minus \$300 equals \$30,000

a. 1% multiplied by \$20,000 equals \$200

b. 2% multiplied by (\$30,000 minus \$20,000) equals \$200

e. (\$200 plus \$200) divided by \$30,000 equals 0.0133

f. \$30,000 multiplied by 0.0133 equals \$399

g. \$399 plus \$300 equals **\$699**

The highest of 1., 2. or 3 is \$699. The Pay Over Time and/or Cash Advance Minimum Due of \$699 plus the Pay In Full New Balance of \$200 together make up the Minimum Payment Due of **\$899**.

About interest charges on Pay Over Time and Cash Advance balances

When we charge interest

We charge interest on Pay Over Time Balances as described below. For cash advances, we charge interest from the transaction date. You cannot avoid paying interest on cash advances.

For charges added automatically to a Pay Over Time balance at the time they post to your account, we charge interest from the transaction date until they are paid. For charges or portions of charges that we automatically move from your Pay In Full balance to your Pay Over Time balance on your Closing Date, we charge interest from the day after they are added to your Pay Over Time balance until they are paid. However, we will not charge interest on charges added automatically to your Pay Over Time balance in a billing period if:

- your Pay Over Time Previous Balance for the billing period is zero; or
- you paid the Account Total New Balance on your billing statement (if any) or Adjusted Balance (if you have an active plan created through Plan It) for each of the previous two billing periods in full by the Payment Due Date shown on each of those billing statements.

For Pay Over Time Select: we charge you interest on purchases added at your request to a Pay Over Time Select balance from the date they are added to a Pay Over Time Select balance until they are paid.

How we calculate interest

We calculate interest for a billing period by first figuring the interest on each balance. Balances within the Pay Over Time feature and Cash Advance balances may have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to figure interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.

Interest

The interest charged for a balance in a billing period, except for variations caused by rounding, equals:

- (1) Average Daily Balance (*ADB*) multiplied by
- (2) Daily Periodic Rate (*DPR*) multiplied by
- (3) number of days the DPR was in effect.

ADB

To get the ADB for a balance, we add up its *daily balances*. Then we divide the result by the number of days the DPR for that balance was in effect. If the daily balance is negative, we treat it as zero.

DPR

A DPR is 1/365th of an APR, rounded to one ten-thousandth of a percentage point. Your DPRs are shown in *How Rates and Fees Work* in Part 1.

EXAMPLE: Calculating Interest

Assume that you have a single interest rate of 15.99%, your ADB is \$2,250 and there are 30 days in the billing period.

The *DPR* is 15.99% divided by 365 days = 0.0438%

The *Interest* is \$2,250 multiplied by 0.0438% multiplied by 30 days = \$29.57

Daily Balance

We figure the daily balance for each balance by:

- taking the beginning balance for the day,
- adding any new charges,
- subtracting any payments or credits; and
- making any appropriate adjustments.

We add a new charge to a daily balance as of its transaction date, except for charges automatically moved from your Pay In Full balance to your Pay Over Time balance on your Closing Date, which we add to a daily balance as of the day after they are moved to your Pay Over Time balance. If the daily balance is negative, we treat it as zero.

Beginning balance

For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance *plus an amount of interest equal to the previous day's daily balance multiplied by the DPR for that balance*. This method of figuring the beginning balance results in daily compounding of interest.

Other methods

To figure the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.

Determining the Prime Rate

We use the Prime Rate from the rates section of *The Wall Street Journal*. The Prime Rate for each billing period is 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 Wall Street Journal* is no longer published, we may use the Prime Rate from any other newspaper of general circulation in New York, New York. Or we may choose to use a similar published rate.

If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may 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.

Other important information

Military Lending Act

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee (other than certain participation fees for a credit card account).

To listen to this statement, as well as a description of your payment obligation for this Account, call us at **855-531-0379**.

If you are a covered borrower, the Claims Resolution section of this Agreement will not apply to you in connection with this Account. Instead, the *Claims Resolution for Covered Borrowers* section will apply.

About Additional Cardmembers

At your request, we may issue cards to Additional Cardmembers. They do not have accounts with us but they can use your Account subject to the terms of this Agreement. We may report an Additional Cardmember's use of your Account to credit reporting agencies.

You are responsible for all use of your Account by Additional Cardmembers and anyone they allow to use your Account. You must pay for all charges they make.

You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.

If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.

If an Annual Membership fee applies for an Additional Card, please refer to the refund policy disclosed in the *Closing your Account* sub-section of your Cardmember Agreement. If a single Annual Membership fee applies for a group of Additional Cards on your Account, this policy will apply when you cancel the Additional Card on which the fee was assessed. If an Annual Membership fee applies to Additional Cards on your Account, it is shown on page 2 of Part 1 of the Cardmember Agreement.

Converting charges made in a foreign currency

If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.

Changing your billing address

You must notify us immediately if you change the:

- mailing address where we send billing statements; or
- e-mail address to which we send notice that your billing statement is available online.

If you have more than one account, you need to notify us separately for each account.

We may update your billing address if we receive information that it has changed or is incorrect.

Closing your Account

You may close your Account by calling us or writing to us.

If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.

If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.

Cancelling or suspending your Account

We may:

- cancel your Account,
- suspend the ability to make charges,
- cancel or suspend any feature on your Account, and
- notify merchants that your Account has been cancelled or suspended.

If we do any of these, you must still pay us for all charges under the terms of this Agreement.

We may do any of these things at our discretion, even if you pay on time and your Account is not in default.

If your Account is cancelled, you must destroy your cards.

We may agree to reinstate your Account after a cancellation. If we do this, we may:

- reinstate any additional cards issued on your Account,
- charge you any applicable annual fees, and
- charge you a fee for reinstating the Account.

About default

We may consider your Account to be in default if:

- you violate a provision of this Agreement,
- you give us false information,
- you file for bankruptcy,
- you default under another agreement you have with us or an affiliate,
- you become incapacitated or die, or
- we believe you are unable or unwilling to pay your debts when due.

If we consider your Account in default, we may, to the extent permitted by federal and applicable state law:

- suspend your ability to make charges,
- cancel or suspend any feature on your Account,
- require you to pay more than your Minimum Payment Due immediately, and
- require you to pay your Account balance immediately.

Collection costs

You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.

Credit reports

You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.

You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.

If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.

Sending you notices

We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.

We may contact you

Servicing and Collections

If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

Call monitoring

We may monitor and record any calls between you and us.

About insurance products

We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about.

We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.

How we handle electronic debits from your checking account

When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution:

- the amount,
- the routing number,
- the account number, and
- the check serial number.

If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement.

If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.

Privacy Act of 1974 notice

Some federal agencies may accept the card under authority of statute. When you make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.

Changing benefits

We have the right to add, modify or delete any benefit or service of your Account at our discretion.

Assigning the Agreement

We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

Assigning claims

If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant.

You agree that you will not pursue any claim against the merchant for the credited amount. And you must cooperate with us if we decide to do so.

We do not waive our rights

We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

Governing law

Utah law and federal law govern this Agreement and your Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold your Account in Utah. We entered into this Agreement with you in Utah.

In addition, if your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to your account, we elect to offer your card account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

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 for residents of Washington State

In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes

an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or

related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims,

counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only

to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (**FAA**). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court.

You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

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

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration*, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's

right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include:

(1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

Claims Resolution for Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Card account, this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to Card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a **claim notice**) to us. Go to americanexpress.com/claim for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not required to accept our request. We may include our request with your billing statement or mail it to your home address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005. If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. **You are not required to resolve your claim through mediation or arbitration. You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.**

Mediation

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com)

or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect litigation or arbitration. **The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.**

Arbitration

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

If you elect or agree to resolve a claim through arbitration, your or our right to litigate that claim in court or have a jury trial on that claim may be limited. Further, you and we may not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

If you and we agree to proceed to arbitration, claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information.

Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (**FAA**). We will not request arbitration for any claim you file in small claims

court, so long as the claim is individual and pending only in that court. You may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Limitations on Arbitration

If the parties agree to resolve a claim by arbitration, that claim will be arbitrated on an individual basis pursuant to that agreement, and the agreement would not allow claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Cardmembers, or other persons similarly situated.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* provisions is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration* provisions, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any **arbitration fees** (including filing,

administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an

amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include:

(1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt,

any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.