

# Welcome to Membership Rewards!

**Last Updated: January 2023**

Welcome to the Membership Rewards® Program (*Rewards Program*)! These Terms and Conditions are the agreement between you and the Rewards Program owner and operator, American Express Travel Related Services Company, Inc. These Terms and Conditions will help you understand how the Rewards Program works.

These Terms and Conditions relate only to the Rewards Program. For terms and conditions related to a specific product, please refer to the separate document(s) that you received upon enrollment.

We may make changes to the Rewards Program, and we may add to and/or change these Terms and Conditions at any time.

For example, we could:

- Change the number of Membership Rewards® points (*points*) you can earn for eligible purchases
- Change the number of points required to redeem for rewards
- Change rewards options based on your enrolled product(s)
- Impose caps and/or fees on earning and/or using points
- Increase annual and/or other program fees
- Cancel rewards and/or the Rewards Program

If we cancel the Rewards Program, we'll notify you at least 90 days in advance. You'll be able to earn or use points during that time, but we may change or cancel certain rewards.

## Important Program Details

### **Eligibility and enrollment:**

To participate in the Rewards Program and to have an account (a *Rewards Account*), you must have at least one eligible and enrolled product (a *Product*). Please refer to the '**Compare Products**' section of these Terms and Conditions for a list of Products, enrollment requirements and other important details. We may change Product eligibility at any time.

In these Terms and Conditions, when we say "*Card*" or "*Card Account*", we are referring to a credit or charge Card Product. When we say "*Card Member*", we are referring to a holder of a Card or Card Account. We will separately refer to a Debit Card and Debit Card holders, which are linked to a Checking Account, throughout these Terms and Conditions, where applicable.

You're receiving this document because you're the primary Card Account holder (a Basic Card Member) or the primary account holder of another Product. Your Product is now enrolled in the Rewards Program. Additional Card Members on Consumer Card Accounts and Business Card Accounts will not have their own Rewards Accounts. Additional Card Members or Additional Business Card Members are those who have Cards tied to your Card Account.

### **Rewards Account Linking and Redemption Options:**

If you have multiple Products, we may automatically link them to the same Rewards Account. Your ability to use points may differ based on your Product and/or the Products linked to the Rewards Account.

If you would like to link or delink any of the Products to the same Rewards Account, you may call us at the number listed on the back of your Card to do so.

The ways you can use points may vary depending on the Product(s) that are linked to your Rewards Account. If you have a Card Account linked to your Rewards Account, you will have access to all the different ways to use points as described in the '**Program Terms & Conditions for Card Members**' section. If you do not have a Card Account linked to your Rewards Account, and you only have a Checking Account linked to your Rewards Account, your use of points is limited. These limitations are further described in '**Program Terms & Conditions for Checking Accounts**'.

Corporate Cards issued to more than one individual may not be linked to a single Rewards Account.

### **You agree that:**

- When you use points to redeem for rewards, you release American Express and all its affiliates from liability for your use of points, for the reward and how you use it, and for your participation in the Rewards Program.
- We and participating retailers aren't responsible for replacing any lost, stolen or damaged certificates, tickets or gift cards.
- Generally, you can't use points, and we may cancel your Rewards Account, if your Product is in restricted status, cancelled or past due, or there is a return payment outstanding.
- You're responsible for learning about and paying any federal, state or local taxes that may apply to earning or using points. Points may be

considered taxable income to you and may be reported to the IRS on Form 1099 or Form 1042-S. Please consult your tax advisor if you have questions about the tax treatment of earning or using points.

- Points don't belong to you and are not your property. You can't transfer them to someone else's Rewards Account, you can't sell them, and you can't pass them on as part of a legal action, such as a divorce, an inheritance or bankruptcy.
- The value of points varies according to how you choose to use them. To learn more, visit [membershprewards.com/pointsinfo](https://membershprewards.com/pointsinfo).

## Program Terms & Conditions for Card Members

If you have a Card Account, this section, '**Program Terms & Conditions for Card Members**' applies to you. If you also have a Checking Account, please make sure you read this section as well as '**Program Terms & Conditions for Checking Accounts**'.

### Earn Points

#### Conditions for earning points:

Card Members will earn one point for every dollar of spend on an eligible purchase using an enrolled Card, except that some Corporate Card Members enrolled in the Rewards Program will earn one point for every two dollars, charged on the Corporate Card, depending on the earn rate selected by the company for its employees enrolled in the Rewards Program. The earn rate selected will apply to all eligible purchases made on the Corporate Card.

An eligible purchase is anything **except**:

- Cash advances and cash equivalents
- Person-to-person transactions
- Balance transfers
- Express Cash or Corporate Express Cash
- Purchases of traveler's checks
- American Express Gift Cards bought online
- Purchases or reloading of prepaid cards
- Fees or interest charges on your Card Account
- Foreign exchange fees and fees for account services
- Fees for any Card Member services you enroll in

- Rewards Program fees and charges
- Purchases covered by points or other rewards

This list of eligible purchase exclusions is subject to change at any time, without notice.

You earn points for eligible purchases only if we receive timely payment of the minimum amount due on your Card Account billing statement. If your Card Account is a Consumer Card Account or a Business Card Account, you must pay the amount due on your billing statement so that we receive your payment by the Payment Due Date shown on that billing statement.

If your Card Account is a Corporate Card account, you must pay the minimum amount due on your Card Account statement so that we receive your payment by the Closing Date of the next billing period.

#### Conditions for earning extra points:

Check the '**Compare Products**' section of these Terms and Conditions to see if your Card earns extra points for certain purchases. You can check your online account to see which of your recent purchases earned extra points.

Merchants are assigned codes based on what they primarily sell. We group certain merchant codes into categories that are eligible to earn additional points. A purchase with a merchant will not earn additional points if the merchant's code is not included in an additional points category.

You may not receive additional points if we receive inaccurate information or are otherwise unable to identify your purchase as eligible for an additional points category. For example, you may not receive additional points when:

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

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

#### When you return a reward

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

#### Buy points

You can't buy and bank points for future rewards, but you may be able to buy them when you're in the process of

using points and you don't have enough. The charge for the points you buy will appear on your Card Account.

#### Conditions for buying points:

- 1,000 points for \$25
- A minimum of 1,000 points at a time and only multiples of 1,000 (for example, you'd buy 2,000 points instead of 1,750)
- Up to 100,000 or 500,000 points each calendar year, depending on your Card

Corporate Card Members can't buy points. Check the **'Compare Products'** section of these Terms and Conditions to see whether you can buy points, and how many points you can buy each year.

## Use Points

### Transfer points to partner loyalty programs

You may be able to transfer points to participating partner loyalty programs, like those offered by airlines and hotels. The partner loyalty program account must be in your name or the name of an Additional Card Member on your Card Account. An Additional Card must be issued to the Additional Card Member at least 90 days prior to linking your program account to that Additional Card Member's partner loyalty account. Check the **'Compare Products'** section of these Terms and Conditions to see if you can transfer points.

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

#### The exceptions are:

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

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

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

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

### Useful Tips:

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

### Use Pay with Points

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

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

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

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

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

If you use a Pay Over Time feature (such as Pay Over Time Direct on a Consumer Card) for a purchase using Pay with Points, the billing statement credit you get may not be applied to that feature. Instead, it might be applied to your Pay in Full Balance. If you think this has happened,

please call us at the number on the back of your Card.

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

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

### Use points at Amazon.com

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

#### How it works:

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

#### For example:

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

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

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

### Use points for taxi fares

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

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

### Use points for gift cards and certificates

You can use points to get gift cards and certificates from a variety of merchants. Or you can get American Express Gift Cards to use anywhere American Express is accepted.

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

- Gift cards and certificates have no cash value. You can't exchange them for cash or get a cash return for any unused amount (unless the gift card or certificate says otherwise). Each also may have specific terms, conditions or restrictions that apply.
- Retailers choose whether to accept gift cards and certificates. Most require original cards or certificates; photocopies aren't acceptable.
- You may be able to combine cards and certificates you get with points, but they can't be combined with other promotional offers.
- You can't use gift cards or certificates to pay for purchases you've already made or in places where gift cards or certificates are illegal. You also can't use gift cards or certificates to pay any existing account balance.
- Gift cards can only be shipped to the U.S. or U.S. territories, excluding Hawaii and Vermont. Further restrictions may be imposed by specific merchants. Since we have no control over merchant programs, you're responsible for understanding all guidelines and restrictions before using points to get gift cards and certificates.

#### Useful Tips:

1. You can only use points for American Express Gift Cards when you purchase them online. You must have at least 1,000 points in your Rewards Account to get started.
2. Most gift cards arrive within 7-10 business days. If you need them sooner, you may be able to choose faster delivery for a fee.
3. The funds on an American Express Gift Card don't automatically expire after the Valid Thru date printed on the card. If you still have funds on your gift card after this date, call the customer service number on or with the gift card to get a replacement.

### Use points to Cover your Card Charges

With Cover your Card Charges, Basic Card Members can use points towards eligible charges. Account Managers and Rewards Managers on a Card Account may also be

able to use points towards eligible charges. Corporate Card Members are not eligible for Cover your Card Charges.

Generally, an eligible charge is one that:

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

The list of eligible charges can change from time to time without notice. We reserve the right to exclude any charge from eligibility for Cover your Card Charges.

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

The corresponding statement credit will appear on your Card Account within 48 hours, but we may deduct points from your Rewards Account immediately.

If we process the statement credit after your Card Account closing date, it will appear on your next statement. If this happens, you must still pay the minimum amount due on your current Card Account statement by the due date.

## Program Terms & Conditions for Checking Accounts

If you have a Checking Account, this section, '**Program Terms & Conditions for Checking Accounts**' applies to you. If you also have a Card, please make sure you read this section as well as '**Program Terms & Conditions for Card Members**'.

### Earn Points

You'll earn one point for every two dollars you spend on an eligible purchase using the Debit Card generally within 2-4 days after your transaction has posted. You will not earn points on any other Checking transaction.

An eligible purchase is anything **except**:

- Cash withdrawals
- Cash equivalents
- Person-to-person transactions
- Purchases of traveler's checks
- American Express Gift Cards bought online
- Purchases or reloading of prepaid cards
- Foreign exchange fees and fees for account

services

This list of eligible purchase exclusions is subject to change at any time, without notice.

### Use Points

If you have a Card Account linked to your Rewards Account, you will be able to redeem points the same way you always have. See 'Use Points' section under '**Program Terms and Conditions for Card Members**'.

If you do not have a Card Account linked to your Rewards Account, and you only have a Checking Account linked to your Rewards Account, your use of points is limited to Redeem for Deposits. We may continue to update the different ways you may use points.

For more information on linking or delinking your Products, please refer to the 'Rewards Account Linking' section found in the '**Important Program Details**' section above.

### Use Redeem for Deposits for a deposit into your Checking Account

Primary account holders can redeem points for a deposit into their Checking Account. View-Only Users on Checking Accounts or Account Managers and Rewards Managers on Card Accounts are not eligible to initiate redemptions for deposits.

To use points for a deposit, your Checking Account must not be in restricted status or cancelled. Your linked Card Accounts must not be past due or have a returned payment outstanding.

How it works:

- Points will immediately be deducted from your Rewards Account.
- Generally, deposits will post to your account within 48 hours but may take up to 6 weeks.

All redemptions are final and cannot be reversed. There is no minimum number of points needed to use Redeem for Deposits. If you have both a Business Platinum Card and an American Express Business Checking Account linked to the same Rewards Account, you can redeem up to 1 million points per calendar year at the Business Platinum Rate (1,000 points for \$10 in deposits) and an unlimited number of points at the standard rate (1,000 points for \$8 in deposits) thereafter.

Refer to the rate table below for more details:

Customer Type	Rate
American Express Business Checking Account with a linked Business Platinum Card	1,000 points for a \$10 deposit up to the first 1,000,000 points per calendar year, then 1,000 points for an \$8 deposit.
American Express Business Checking	1,000 points for an \$8 deposit

Account or Rewards Checking Account (including Checking Accounts linked to other Cards)	
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## Lose Points

This section of the Terms and Conditions contains important details for Products enrolled in the Rewards Program. Sections applicable to you may vary depending on the Products you have.

### **When you make a late payment on your Card Account**

If you don't make a timely payment of the minimum amount due on your Card Account, you may forfeit all the points that you earned from that Card Account during the period covered by the billing statement. You can eventually receive these points, but first you must pay the amounts due on your Card Account or Accounts. Then, you must request those points from us and pay a \$35 fee for each billing period, and each Card Account, for which you requested the points. You must request the points within 12 months after the billing period for which you didn't get them.

### **When you return a purchase**

When you return a purchase that you paid for with your enrolled Product, the statement credit you'll receive will cause a corresponding deduction of the points you earned from your Rewards Account.

### **When we cancel your Product**

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

#### **However:**

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

### **When you cancel your Rewards Account**

What happens to the points in your Rewards Account depends on whether you keep another Product linked to your Rewards Account. You will immediately lose all of the points in your Rewards Account if you cancel your last linked Product. However, if your last linked Product is a Corporate Card, you may be able to redeem points for up to 30 days after cancellation.

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

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

- Temporarily suspend your ability to earn or use points
- Take away any points in your Rewards Account, even if it results in a negative points balance
- Cancel your Product(s)

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

### **When you are ineligible to use points on your Corporate Card**

If your Corporate Card is the Card you have enrolled in the Rewards Program, and we suspend your ability to make charges with your Card for any reason (including bankruptcy or insolvency of your employer), we'll also suspend your ability to use the points in your Rewards Account.

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

### **Negative Points Balance**

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

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

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

## Arbitration

### Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this

section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision.

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your participation in the program, these Terms & Conditions or any prior program agreement, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to:

1. Initial claims, counterclaims, crossclaims and third-party claims;
2. Claims based upon contract, tort, fraud, statute, regulation, common law and equity;
3. Claims by or against any third party using or providing any product, service or benefit in connection with the program; and
4. Claims that arise from or relate to (a) the program account or any point balances on the program account, (b) advertisements, promotions or oral or written statements related to the program or any reward or (c) the redemption for and use of any reward. You may not sell, assign or transfer a claim.

### Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a claim notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to [americanexpress.com/claim](https://americanexpress.com/claim) for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to:

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

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

### Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, [jamsadr.com](https://jamsadr.com)) or the American Arbitration Association ("AAA") (1-800-778-7879, [adr.org](https://adr.org)) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

### Arbitration

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

**If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.**

### Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with these Terms & Conditions. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

### Limitations on Arbitration

**If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis.**

**There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Card Members or other persons similarly situated.**

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

### Arbitration Procedures

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

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

### Arbitration Fees and Costs

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

### Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in

arbitration, the arbitrator's award will include:

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

### Continuation

This section will survive termination of the program or your participation in it. If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

### Claims Resolution for Military Lending Act (MLA) Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. For this section, you and us includes any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your participation in the program, these Terms & Conditions, or any prior program agreement, except for the validity, enforceability or scope of the Arbitration provision. Claim includes but is not limited to:

1. Initial claims, counterclaims, cross-claims and third-party claims;
2. Claims based upon contract, tort, fraud, statute, regulation, common law and equity;
3. Claims by or against any third party using or providing any product or service in connection with the program; and
4. Claims that arise from or relate to (a) the program account or any point balances on the program account, (b) advertisements, promotions or statements related to the program or any reward, and (c) the redemption for and use of any reward. You may not sell, assign or transfer a claim.

### Sending a Claim Notice

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a claim notice) to us. Go to [americanexpress.com/claim](https://americanexpress.com/claim) for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not required to accept our request. We may include our request with your billing



statement or mail it to your home address. Notice to us should include your name, address and Account number and be sent to:

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

If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. You are not required to resolve your claim through mediation or arbitration. You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.

### Mediation

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) 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 until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect litigation or arbitration. The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.

### Arbitration

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

If you elect or agree to resolve a claim through arbitration, your or our right to litigate that claim in court or have a jury trial on that claim may be limited. Further, you and we may not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

### Initiating Arbitration

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

Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA). We will not request arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

### Limitation on Arbitration

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

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

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

### Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration provisions, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the

award by notifying the arbitration organization and all parties in writing. The organization will appoint a three arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

### Arbitration Fees and Costs

You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees.

At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

## Questions?

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

### Additional Arbitration Awards

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

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

### Continuation

This section will survive termination of the program or your participation in it. If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

# Compare Products

The table below shows the American Express products that are eligible to participate in the Rewards Program. Card products must be issued by American Express or one of its affiliates in the U.S. and be billed in U.S. dollars. It also summarizes some of the Rewards Program differences between the products, including eligibility to buy points or transfer points.

Also, some products will earn extra points on certain purchases, while others won't. The value of the points you earn depends on which product you have. Visit [membershiprewards.com/pointsinfo](https://membershiprewards.com/pointsinfo) to see the value of points by product.

## Consumer Cards

Product Name	Automatically Enrolled?	Annual Enrollment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Amex EveryDay <sup>®</sup> Credit Card	Yes	None	500,000	Yes	<p>1 additional point (for a total of 2 points) on the first \$6,000 of eligible purchases in a calendar year at supermarkets in the U.S. (superstores, convenience stores, warehouse clubs, and meal-kit delivery services are not considered supermarkets).</p> <p>20% extra points - make 20 or more separate purchases of goods or services in a billing period and earn 20% extra points on those purchases (less returns and credits). A transaction where you buy multiple items counts as one purchase. Purchases do not include cash advances, balance transfers, purchases of travelers cheques, purchases or reloading of prepaid cards, or purchases of other cash equivalents. Does not apply to limited time promotions and offers (such as a Welcome Bonus). <b>Returns and credits do not reduce your purchase count but will reduce the number of points and extra points earned.</b> (Example: Suppose in a billing period you make 20 purchases totaling \$500 and you return a \$200 item that you purchased in the same or a prior billing period. The return does not reduce your purchase count but it does reduce the points on those purchases from 500 to 300. So, you would earn 20% extra points on the 300 points.) To count purchases, we use the purchase date. In rare instances, a purchase may not post to your account for several billing periods. If a purchase posts to your account more than 4 billing periods after the purchase date, we will count it in the billing period in which it posts. Some merchants combine separate charges into a single transaction. When this happens, the combined charges will count as a single purchase for the purpose of counting purchases. The purchase date may not be the date you made a transaction - for example, if you buy goods online, the purchase date may be the date the goods are shipped. The 20% extra points are typically awarded 6 to 8 weeks after the billing period in which you make the 20 or more eligible purchases.</p>

Product Name	Automatically Enrolled?	Annual Enrollment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
<b>Amex Everyday<sup>®</sup> Preferred Credit Card</b>	Yes	None	500,000	Yes	<p>2 additional points (for a total of 3 points) on the first \$6,000 of eligible purchases in a calendar year at supermarkets in the U.S. (superstores, convenience stores, warehouse clubs, and meal-kit delivery services are not considered supermarkets).</p> <p>1 additional point (for a total of 2 points) on gasoline at gas stations in the U.S. (not including superstores, supermarkets or warehouse clubs that sell gasoline).</p> <p>50% extra points - make 30 or more separate purchases of goods or services in a billing period and earn 50% extra points on those purchases (less returns and credits). A transaction where you buy multiple items counts as one purchase. Purchases do not include cash advances, balance transfers, purchases of travelers cheques, purchases or reloading of prepaid cards, or purchases of other cash equivalents. Does not apply to limited time promotions and offers (such as a Welcome Bonus). Returns and credits do not reduce your purchase count but will reduce the number of points and extra points earned. (Example: Suppose in a billing period you make 30 purchases totaling \$500 and you return a \$200 item that you purchased in the same or a prior billing period. The return does not reduce your purchase count but it does reduce the points on those purchases from 500 to 300. So, you would earn 50% extra points on the 300 points.) To count purchases, we use the purchase date. In rare instances, a purchase may not post to your account for several billing periods. If a purchase posts to your account more than 4 billing periods after the purchase date, we will count it in the billing period in which it posts. Some merchants combine separate charges into a single transaction. When this happens, the combined charges will count as a single purchase for the purpose of counting purchases. The purchase date may not be the date you made a transaction - for example, if you buy goods online, the purchase date may be the date the goods are shipped. The 50% extra points are typically awarded 6 to 8 weeks after the billing period in which you make the 30 or more eligible purchases.</p>
<b>American Express<sup>®</sup> Green Card</b>	Yes	None	500,000	Yes	<p>2 additional points (for a total of 3 points) for each dollar charged on eligible travel purchases including airfare, hotels, cruises, car rentals, campgrounds, trains, taxicabs, rideshare services, tours, ferries, tolls, parking, buses, subways, on third party travel websites, and on amextravel.com. You will not earn additional points for purchases of timeshare properties.</p> <p>2 additional points (for a total of 3 points) for each dollar charged at restaurants worldwide.</p>
<b>American Express<sup>®</sup> Senior Green Card</b>	No	\$40	500,000	Yes	No
<b>American Express<sup>®</sup> Traditional Green Card</b>	No	\$40	500,000	Yes	No
<b>Blue from American Express<sup>®</sup> Cards</b> (applicable for certain Blue cards)	Yes	None	Contact us to find out	No	No

Product Name	Automatically Enrolled?	Annual Enrollment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Centurion® Card	Yes	None	500,000	Yes	No
American Express Classic Gold Card	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) for airfares on scheduled flights charged directly with passenger airlines - charter flights and private jet flights excluded. 1 additional point (for a total of 2 points) at restaurants in the U.S.
Gold Optima® Card	No	None	100,000	No	No
Senior Gold Card from American Express	No	\$40	500,000	Yes	No
The American Express® Card International Dollar Card	Yes	\$40	500,000	Yes	No
The Centurion® Card International Dollar Card	Yes	None	500,000	Yes	No
The Platinum Card® International Dollar Card	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) at restaurants in the U.S.
American Express® Gold Card International Dollar Card	Yes	None	500,000	Yes	No
The Gold Card International Dollar Card	Yes	\$40	500,000	Yes	No
Morgan Stanley Credit Card from American Express	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) for airfares on scheduled flights charged directly with passenger airlines - charter flights and private jet flights excluded. 1 additional point (for a total of 2 points) at restaurants in the U.S. 1 additional point (for a total of 2 points) at select department stores in the U.S. listed at <a href="http://americanexpress.com/rewards-info">americanexpress.com/rewards-info</a> . 1 additional point (for a total of 2 points) on car rentals directly from select car rental companies listed at <a href="http://americanexpress.com/rewards-info">americanexpress.com/rewards-info</a> .
Optima® Credit Card	No	None	100,000	No	No
Optima® Platinum Card®	No	None	100,000	No	No
Platinum Card® from American Express	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first \$500,000 of airfare per calendar year on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded). 4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.

Product Name	Automatically Enrolled?	Annual Enrollment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
The Platinum Card <sup>®</sup> from American Express Exclusively for Charles Schwab	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first \$500,000 of airfare per calendar year on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded). 4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
The Platinum Card <sup>®</sup> from American Express for Goldman Sachs	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first \$500,000 of airfare per calendar year on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded). 4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
The Platinum Card <sup>®</sup> from American Express Exclusively for Morgan Stanley	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first \$500,000 of airfare per calendar year on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded). 4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
American Express <sup>®</sup> Gold Card	Yes	None	500,000	Yes	3 additional points (for a total of 4 points) at restaurants globally 3 additional points (for a total of 4 points) on the first \$25,000 of eligible purchases in a calendar year at supermarkets in the U.S. (superstores, convenience stores, warehouse clubs, and meal-kit delivery services are not considered supermarkets). 2 additional points (for a total of 3 points) for airfares on scheduled flights charged directly with passenger airlines or American Express Travel - charter flights and private jet flights excluded.
Traditional Gold Card from American Express	No	\$40	500,000	Yes	No
ZYNC <sup>®</sup> Card	Yes	None	100,000	No	No

#### Notes

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

## Business Cards

Product Name	Automatically Enrolled? (2)	Annual Enrollment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Blue for Business <sup>®</sup> Credit Card	Contact us to find out	Maybe	100,000	No	No
Blue Business <sup>SM</sup> Plus Credit Card	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) on the first \$50,000 of eligible purchases in a calendar year.
Business Centurion <sup>®</sup> Card	Yes	None	100,000	Yes	No

Product Name	Automatically Enrolled? (2)	Annual Enrollment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
<b>Business Gold Rewards Card</b>	Yes	None	500,000	Yes	<p>From the five categories below, choose 2 additional points (for a total of 3 points) in one category and get 1 additional point (for a total of 2 points) in the other categories. You will get additional points for only the first \$100,000 of eligible purchases in each category in a calendar year.</p> <ol style="list-style-type: none"> <li>1. Airfares for scheduled flights charged directly with passenger airlines - charter flights and private jet flights excluded.</li> <li>2. Advertising purchased in the U.S. to promote your business online, on television, or on the radio.</li> <li>3. Gasoline at gas stations in the U.S. (not including superstores, supermarkets or warehouse clubs that sell gasoline).</li> <li>4. Shipping services purchased in the U.S. for courier, postal, and freight.</li> <li>5. Computer hardware, software, and cloud computing purchases in the U.S. made directly from providers listed at <a href="http://americanexpress.com/rewards-info">americanexpress.com/rewards-info</a>.</li> </ol> <p>Choose your preferred category for getting 2 additional points in the first 2 months of becoming a Card Member. If you don't choose, you'll get 2 additional points on the airfares category. You can change your choice once a year, between December 1 and January 31. To change, call the number on the back of your Card.</p>
<b>Business Gold Card</b>	Yes	None	500,000	Yes	<p>3 additional points per dollar (for a total of 4 points), on the 2 categories (of 6) where you spend the most each billing cycle, up to the first \$150,000 in combined eligible purchases from these 2 categories each calendar year. You will get additional points for only the first \$150,000 of eligible purchases in a calendar year.</p> <p>Determining your top 2 categories: To calculate your top 2 categories each billing cycle, we use your posted account transactions that fall into the 6 categories below and issue additional points based on your 2 highest categories of total spend less returns and credits in that same billing cycle. You will only earn 3 additional points in 2 categories each billing cycle even if you have equal spend in more than 2 categories. The 6 categories that qualify for additional points are:</p> <ol style="list-style-type: none"> <li>1. Airfare for scheduled flights charged directly with passenger airlines - charter flights and private jet flights excluded;</li> <li>2. Advertising purchased in the U.S. to promote your business online, on television, or on the radio;</li> <li>3. Computer hardware, software, and cloud computing purchases in the U.S. made directly from providers listed at: <a href="http://americanexpress.com/rewards-info">americanexpress.com/rewards-info</a>;</li> <li>4. Gasoline at gas stations in the U.S. (not including superstores, supermarkets and warehouse clubs that sell gasoline);</li> <li>5. Restaurants in the U.S.;</li> <li>6. Shipping services purchased in the U.S. for courier, postal, and freight.</li> </ol>

Product Name	Automatically Enrolled? (2)	Annual Enrollment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Some Business Green Cards	No	\$40	500,000	Yes	No
Business Green Rewards Card	Yes	None	500,000	Yes	No
Business Management Account	No	None	100,000	No	No
Business Membership Rewards® Card	Yes	None	500,000	Yes	No
Business Platinum Card®	Yes	None	500,000	Yes	0.5 additional points (for a total of 1.5 points) for each dollar of eligible purchases on your Card made at U.S. construction material and hardware suppliers, at U.S. electronic goods retailers and software & cloud system providers, and at U.S. shipping providers as well as on each eligible purchase of \$5,000 or more everywhere else (no category exclusions), on up to \$2 million of these purchases per calendar year per account. 4 additional points (for a total of 5 points) for flights and eligible hotels (prepaid hotels or prepaid travel packages) booked on amextravel.com.
Business Purchase Account	No	\$40	500,000	Yes	No
Executive Business Card	No	\$40	500,000	Yes	No
Platinum Business Credit Card®	No	None	100,000	No	No
Small Business Card <sup>SM</sup>	No	\$40	500,000	Yes	No
<b>Notes</b>					
1. If you pay an annual program fee for the Rewards Program, we'll bill your Card Account for the non-refundable fee on the anniversary of your enrollment date (the date we finish processing your enrollment).					
2. If you already have a Card enrolled in the Rewards Program when you enroll a Business Card, we may automatically link the Business Card to your existing Rewards Account.					

## Corporate Cards

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

Corporate Cards	Automatically Enrolled? (2), (3), (4)	Annual Program Fee (1)	Points available to buy	Able to transfer points?	Extra points on some purchases
American Express® Corporate Green Card	No	\$55	None	Yes	No



Corporate Cards	Automatically Enrolled? (2), (3), (4)	Annual Program Fee (1)	Points available to buy	Able to transfer points?	Extra points on some purchases
American Express® Corporate Gold Card	Maybe	None	None	Yes	No
American Express Corporate Platinum Card®	Maybe	None	None	Yes	No
Corporate Centurion® Card from American Express	Maybe	None	None	Yes	No
Global Dollar Card - American Express® Corporate Card	No	\$55	None	Yes	No
Global Dollar Card - American Express® Corporate Executive Gold Card	Maybe	None	None	Yes	No
Global Dollar Card - American Express® Corporate Platinum Card	Maybe	None	None	Yes	No

**Notes**

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

**Checking Accounts**

Product Name	Automatically Enrolled?	Annual Program Fee	Points available to buy	Able to transfer points?	Extra points on some purchases
American Express Rewards Checking Account	Yes	No	No	No	No
American Express Business Checking Account	Yes	No	No	No	No