# Cardmember Agreement: Part 1 of 2

**As of:** 12/31/2013

**The American Express® Card**
**Issuer:** American Express Travel Related Services Company, Inc.

## Fees Table

| Fees | |
|---|---|
| **Annual Membership Fee** | **$150** |
| **Transaction Fees**<br>• Foreign Transaction | **2.7%** of each transaction after conversion to US dollars. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | Up to **$35**; however, if you do not pay for two billing periods in a row, your fee will be **$35** or **2.99%** of the past due amount, whichever is greater.<br>Up to **$35** |

## How Fees Work

| Fees | |
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| **Annual Membership** | This fee is on the *Rates and Fees Table* on page 1 of Part 1. We will charge $40 for each additional card. |
| **Late Payment** | Up to $35 or 2.99% of the amount past due. If you do not pay the Amount Due on a billing statement before the 10th day after the next Closing Date, the fee is $25. If this happens again within the next 6 billing periods, the fee is $35 instead. In both cases, if you do not pay the amount past due by the following Closing Date, we will charge, in that same billing period, the greater of $35 or 2.99% of the amount past due. For each subsequent billing period that an amount past due remains unpaid, the fee is the greater of $35 or 2.99% of any amount past due. However, the late fee will not exceed the Minimum Payment Due. |
| **Returned Payment** | Up to $35. If your payment is returned unpaid the first time we present it to your bank, the fee is $25. If this happens again within the next 6 billing periods, the fee is $35. However, the returned payment fee will not exceed the Minimum Payment Due on the last Payment Due Date before the payment is returned. |
| **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. |
| **Foreign Transaction** | 2.7% of the converted U.S. dollar amount. This fee is a finance charge. See *Converting charges made in a foreign currency* in Part 2. |

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

# Cardmember Agreement: Part 2 of 2



## How Your American Express Account Works

### Introduction

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| **About your Cardmember Agreement** | This document together with Part 1 make up the Cardmember Agreement *(Agreement)* for the *Account* 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. | 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** | ***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 *About Additional Cardmembers* below). | ***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 and fees. A ***purchase*** is a charge for goods or services.<br>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 *About your payments* below). |

### About using your card

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| **Using the card** | You may use the card to make purchases. You may also use the card at an ATM to get cash from a checking account you designate.<br>We decide whether to approve a charge based on how you spend and pay on this Account and other accounts you have with us and our affiliates. We also consider your credit history and your personal resources that we know about.<br>You may arrange for certain merchants to store your card number and expiration date, so that, for example:<br>● the merchant may charge your account at regular intervals; or<br>● you may make charges using that stored card information. | We may (but are not required to) tell these merchants if your expiration date or card number changes or if your account is cancelled. You must notify the merchants directly if you want them to stop charging your Account.<br>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. |
| **Promise to pay** | You promise to pay all charges, including:<br>● charges you make, even if you do not present your card or sign for the transaction,<br>● charges that other people make if you let them use your Account,<br>● charges that Additional Cardmembers make or permit others to make, and<br>● any amounts guaranteed by the use of the card. | |
| **Declined transactions** | 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. | 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. |
| **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.<br>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.<br>If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us. |

## About your payments

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| **When you must pay** | Payment of the New Balance is due upon receipt of your statement. Each statement 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. | Each statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the statement. Each Closing Date is about 30 days after the previous statement's Closing Date. |
| **How to make payments** | Make payments to us in U.S. dollars with:<br>● a single check drawn on a U.S. bank, or<br>● a single negotiable instrument clearable through the U.S. banking system, for example a money order, or<br>● an electronic payment that can be cleared through the U.S. banking system.<br>When making a payment by mail:<br>● make a separate payment for each Account,<br>● mail your payment to the address shown on the payment coupon on the billing statement, and<br>● write the Account number on your check or negotiable instrument and include the payment coupon.<br>If your payment meets the above requirements, we will credit it to the 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<br>If your payment does not meet the above requirements, there may be a delay in crediting the Account. This may result in late fees and additional interest charges (see *How Fees Work* on page 2 of Part 1).<br>If we decide to accept a payment made in a foreign currency, we will choose a rate to convert your payment into U.S. dollars, unless the law requires us to use a particular rate.<br>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** | Subject to applicable law, we will apply payments and credits among charges in any order we choose. | |

## Other important information

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| **Converting charges made in a foreign currency** | If you make a charge in a foreign currency, we will convert it into U.S. dollars on the date we or our agents process it. Unless a particular rate is required by law, we will choose a conversion rate that is acceptable to us for that date. The rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify 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:<br>● mailing address to which we send billing statements; or<br>● 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.<br>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. | |
| **Cancelling or suspending your Account** | We may:<br>● cancel your Account,<br>● suspend the ability to make charges,<br>● cancel or suspend any feature on your Account, and<br>● notify merchants that your Account has been cancelled or suspended.<br>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.<br>If your Account is cancelled, you must destroy your cards.<br>We may agree to reinstate your Account after a cancellation. If we do this, we may:<br>● reinstate any additional cards issued on your Account,<br>● charge you any applicable annual fees, and<br>● charge you a fee for reinstating the Account. |
| **About default** | We may consider your Account to be in default if:<br>● you violate a provision of this Agreement,<br>● you give us false information,<br>● you file for bankruptcy,<br>● you default under another agreement you have with us or an affiliate,<br>● you become incapacitated or die, or<br>● we believe you are unable or unwilling to pay your debts when due. | If we consider your Account in default, we may:<br>● suspend your ability to make charges,and<br>● cancel or suspend any feature on your Account, |
| **Collection costs** | You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe | |

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| **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. And you agree that we will use such information for any purposes, subject to applicable law.<br>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.<br>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**<br>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) to contact you at any number you provide, from which you call us, or at which we believe we can reach you. We may contact you in any way, such as calling or texting. 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.<br>**Call monitoring**<br>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.<br>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.<br>We may process the check electronically by transmitting to your financial institution:<br>● the amount,<br>● the routing number,<br>● the account number, and<br>● 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.<br>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. |
| **ExpressPay** | Cards issued on your Account may be equipped with ExpressPay. ExpressPay enables you to make charges without having the card swiped or imprinted. You can call us to deactivate ExpressPay at any time. Also, we may deactivate ExpressPay at any time. | |
| **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. | |
| **Change the 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** | New York 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 New York. We hold your Account in New York. We entered into this Agreement with you in New York. |

# 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, 111 8th Ave., NY, NY 10011. 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 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 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. §§ 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.**

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* 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. 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.

**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.

**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.