



**Centurion® Card**

JEFFREY E EPSTEIN  
Closing Date 01/28/11



<b>New Balance</b>	<b>\$12,560.62</b>
<b>Please Pay By</b>	<b>02/13/11</b>

<b>Membership Rewards® Points</b>	
As of 01/28/11	
	<b>1,611,956</b>
	For details, please see your Membership Rewards page.

See page 2 for important information about your account.

Your payment of \$12,560.62 will be debited from your account on 02/12/11. Any inquiry to American Express concerning this debit should be made before 02/11/11. If your AutoPay payment is less than your New Balance, we must receive an additional payment for at least the difference by your next Closing Date.

**See Page 9** for important information about your account and an updated copy of your Cardmember Agreement.

**Account Summary**

Previous Balance	\$1,971.30
Payments/Credits	-\$1,971.30
New Charges	+\$12,259.17
Fees	+\$301.45
<b>New Balance</b>	<b>\$12,560.62</b>
Days in Billing Period: 30	

**Customer Care**

	<b>Pay by Computer</b> americanexpress.com/pbc
<b>Customer Care</b>	<b>Pay by Phone</b>
1-877-877-0987	1-800-472-9297
	See page 2 for additional information.

**Payment Coupon**  
Do not staple or use paper clips

**Pay by Computer**  
americanexpress.com/pbc

**Pay by Phone**  
1-800-472-9297

Enter account number on all documents.  
Make check payable to American Express.

JEFFREY E EPSTEIN  
6100 RED HOOK QTR  
STE 3B  
SAINT THOMAS VI 00802

Please Pay By <b>02/13/11</b> AutoPay Amount <b>\$12,560.62</b>
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Check here if your address or phone number has changed.  
Note changes on reverse side.

AMERICAN EXPRESS  
P.O. BOX 1270  
NEWARK NJ 07101-1270



0000349990885308405 001256062001256062 25 H

**Payments:** Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

**Permission for Electronic Withdrawal:** (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

**How We Calculate Your Balance:** We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Service number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

**Paying Interest:** If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will not charge you interest on charges added automatically to a Pay Over Time balance, or to charges that were added to a Pay Over Time balance at your request in prior billing periods, if you pay the Account Total New Balance by the next Closing Date.

**Foreign Currency Charges:** If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. **We will charge a fee of 2.7% of the converted US dollar amount.** We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion 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 in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

**Credit Balance:** A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

**New York residents** may contact the New York Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-800-518-8866.

	<b>Customer Service &amp; Billing Inquiries</b>	1-877-877-0987	<b>Hearing Impaired</b>
	<b>International Collect</b>	1-954-503-8905	<b>TTY:</b> 1-800-221-9950
	<b>Large Print &amp; Braille Statements</b>	1-877-877-0987	<b>FAX:</b> 1-800-695-9090
	<b>Express Cash</b>	1-800-CASH-NOW	<b>In NY:</b> 1-800-522-1897

	<b>Website:</b> americanexpress.com
	<b>Mobile Site:</b> amexmobile.com
<b>Customer Service &amp; Billing Inquiries</b>	<b>Payments</b>
P.O. BOX 981535	P.O. BOX 1270
EL PASO, TX	NEWARK NJ
79998-1535	07101-1270

**Change of Address**  
If correct on front, do not use.

- To change your address online, visit [www.americanexpress.com/updatecontactinfo](http://www.americanexpress.com/updatecontactinfo)
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

**Pay Your Bill with AutoPay**

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit [americanexpress.com/autopay](http://americanexpress.com/autopay) today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit [www.americanexpress.com/privacy](http://www.americanexpress.com/privacy).



**Payments and Credits**

**Summary**

	<b>Total</b>
<b>Payments</b>	-\$1,971.30
<b>Credits</b>	\$0.00
<b>Total Payments and Credits</b>	<b>-\$1,971.30</b>

**Detail** \*Indicates posting date

<b>Payments</b>	<b>Amount</b>
12/30/10* ONLINE PAYMENT - THANK YOU	-\$1,971.30

**New Charges**

**Summary**

	<b>Total</b>
<b>Total New Charges</b>	<b>\$12,259.17</b>

**Detail**

\*\* Foreign currency charges subject to a conversion fee equal to 2.7% of the converted US dollar amount. See page 2 for details.



**JEFFREY E EPSTEIN**



		Foreign Spend	Amount
12/29/10	AT&T DATA 190 ALPHARETTA GA 800-331-0500 Description TELECOMMUNICAT		\$25.00
01/01/11	SPORTS AUTHORI004895NEW YORK NY 800-6668143		\$185.53
01/01/11	RITE AID 10533 RITE NEW YORK NY BE		\$377.42
01/04/11	ITUNES MUSIC STORE IAUSTIN TX iTunes Music Store		\$4.99
01/05/11	YAHOO SPORTS 866-562-7228 CA SERVICE		\$44.95
01/09/11	ITUNES MUSIC STORE IAUSTIN TX iTunes Music Store		\$49.99
01/09/11	ITUNES MUSIC STORE IAUSTIN TX iTunes Music Store		\$99.99
01/11/11	ITUNES MUSIC STORE IAUSTIN TX iTunes Music Store		\$49.99
01/11/11	ITUNES MUSIC STORE IAUSTIN TX iTunes Music Store		\$99.99
01/12/11	ITUNES MUSIC STORE IAUSTIN TX iTunes Music Store		\$7.98
01/16/11	ITUNES MUSIC STORE IAUSTIN TX iTunes Music Store		\$14.99

Continued on reverse

**Detail Continued**

\*\* Foreign currency charges subject to a conversion fee equal to 2.7% of the converted US dollar amount. See page 2 for details.

			Foreign Spend	Amount
01/17/11	ITUNES MUSIC STORE IAUSTIN iTunes Music Store	TX		\$23.95
01/21/11	ITUNES MUSIC STORE IAUSTIN iTunes Music Store	TX		\$59.89
01/22/11	ITUNES MUSIC STORE IAUSTIN iTunes Music Store	TX		\$42.88
01/24/11	ITUNES MUSIC STORE IAUSTIN iTunes Music Store	TX		\$0.99
01/25/11	ITUNES MUSIC STORE IAUSTIN iTunes Music Store	TX		\$5.98
01/26/11	RITZ HEALTH CLUB RITPARIS 0143163708	PA	4,000.00 **European Union Euro	\$5,474.41
01/27/11	L'AVION INT WISSOUS AIRLINE/AIR CARRIER 62FMU4		4,146.20 **European Union Euro	\$5,690.25

**Fees**

			Amount
01/26/11	FOREIGN TRANSACTION FEE RITZ HEALTH CLUB RITZ HEA \$5474.41		\$147.81
01/27/11	FOREIGN TRANSACTION FEE L'AVION INT \$5690.25		\$153.64
<b>Total Fees for this Period</b>			<b>\$301.45</b>

**2011 Fees and Interest Totals Year-to-Date**

	Amount
Total Fees in 2011	\$301.45
Total Interest in 2011	\$0.00

**Important Notice****Information on Pay Over Time Features**

You may have access to one or more Pay Over Time Features as part of your Card account. The following are the current Annual Percentage Rates (APRs) for Pay Over Time Features. (v) indicates variable rate.

For Sign and Travel, the APR is 9.15% (v).

For Sign and Travel, the APR is 9.15% (v).

Please refer to page 2 for further important information regarding your account



**Membership Rewards First®  
Monthly Statement and Program News**

MEMBERSHIP  
**rewards**  
FIRST™

Prepared for JEFFREY E EPSTEIN [REDACTED]

**Total Points Balance** **1,611,956**

**Points Earned this Period** **64,526**

**Account Summary** December 1, 2010 - December 31, 2010

Opening Points Balance	1,547,430
Points Earned this Period	+64,526
Points Used this Period	0
Reinstated Points and Adjustments	0
<b>Total Points Balance</b>	<b>1,611,956</b>

**Points Earned this Period are pending until charges are paid in full and all your accounts are in good standing.** Points Earned this Period may include Bonus Points.

**Questions About Your Account?**

 [membershiprewards.com](http://membershiprewards.com)

1-800-297-1300  
International Collect: 305-816-2799

**Did You Know?**

**Use Points For Everyday Charges**  
Use your Card for everyday purchases like groceries, gas, phone bills and more, then go online and use the points you earned to cover those charges. Learn more at [membershiprewards.com/everydaycharges](http://membershiprewards.com/everydaycharges)

**Earn 4X Points When You Shop Online**  
Earn points fast by going through [bonuspointsmall.com](http://bonuspointsmall.com) every time you shop online at over 275 retailers.

**Points Transaction Detail**

December 1, 2010 - December 31, 2010

Points Earned this Period	Points Activity On Eligible Charges	Bonus Points Awarded	Total Points Activity Per Card
[REDACTED]	1,970	0	1,970
[REDACTED]	713	0	713
[REDACTED]	0	0	0
[REDACTED]	0	0	0
[REDACTED]	0	0	0
[REDACTED]	58,686	0	58,686
[REDACTED]	2,758	0	2,758
[REDACTED]	399	0	399
<b>Total</b>	<b>64,526</b>	<b>0</b>	<b>64,526</b>

Membership Rewards points earned may be transferred or redeemed as long as all enrolled Card accounts are in good standing. Points transferred or redeemed cannot be reversed back into the program. **Forfeited points can be reinstated for a fee by calling the number provided below or visiting [membershiprewards.com](http://membershiprewards.com).** Terms and Conditions of the Membership Rewards® program apply. For more information, visit [REDACTED] call 1-800-297-1300. From overseas, call collect 305-816-2799.

Continued on reverse



### Redeem Membership Rewards® Points for Ruth's Chris Steak House® Gift Cards

Savor the ultimate steak experience at Ruth's Chris Steak House, where we hand-select each of our steaks from the top 2% of the country's beef and perfectly prepare them to your liking in our special 1800-degree broiler. Serving your steak with our signature "sizzle" ensures that every last bite is as hot and delicious as the first. We invite you to stop by soon. Locations and reservations at [www.ruthschris.com](http://www.ruthschris.com)

To start redeeming Membership Rewards points today, log on to [membershiprewards.com](http://membershiprewards.com) or call **1-800-AXP-EARN (297-3276)**.

(MR Message 5661)

Terms and conditions for the Membership Rewards First® program apply. Visit [membershiprewards.com/terms](http://membershiprewards.com/terms) or call 1-800-297-1300 for more information. Participating partners and available rewards are subject to change without notice.



### Introducing the Four Seasons Hotels and Resorts in the Membership Rewards® Program

Now you can use Membership Rewards® points to stay at Four Seasons Hotels and Resorts. From New York to Paris to the Seychelles Islands, you can enjoy highly personalized service--24 hours a day--in truly exceptional surroundings. Whether you are relaxing poolside, dining in a world-class restaurant, or stepping out onto a lovely terrace to take in a breathtaking view, a stay at a Four Seasons property always promises to create memorable moments.

For more information, visit [membershiprewards.com/fourseasons](http://membershiprewards.com/fourseasons)

(MR Message 5674)

Terms and conditions for the Membership Rewards® program apply. Visit [membershiprewards.com/terms](http://membershiprewards.com/terms) or call **1-800-AXP-EARN (297-3276)** for more information. Participating partners and available rewards are subject to change without notice.



### Save 10% on The North Face® Apex Bionic Jacket

The North Face® Apex Bionic is the most versatile shell in the Apex collection. This stylish jacket is perfect for activities in cool, damp conditions. The Apex Weatherblock fabric provides four-way stretch, excellent breathability, water resistance and good thermal capability.

Visit [membershiprewards.com](http://membershiprewards.com) or call **1-800-AXP-EARN (297-3276)** and redeem 13,400 points for reward code **PRM781**.

(MR Message 5653)

Save 10% on The North Face® Apex Bionic Jacket when you redeem by February 28th, 2011.

Terms and conditions for the Membership Rewards® program apply. Visit [membershiprewards.com/terms](http://membershiprewards.com/terms) or call **1-800-AXP-EARN (297-3276)** for more information. Participating partners and available rewards are subject to change without notice.

*Continued on next page*

**Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.**



**Earn Double Points for Spa Getaways at Exclusive Resorts**



Unwind and indulge with Destination Hotels & Resorts.

Staying at these luxury spa retreats earns you double Membership Rewards® points through 3/31/11.

Earn double Membership Rewards points at premier resorts. For more information, go to [www.destinationhotels.com/rewards](http://www.destinationhotels.com/rewards)

(MR Bonus ID 7711)

**Offer valid 1/1/11-3/31/11** at select participating hotels only. To be eligible to earn bonus points, you must be enrolled in the Membership Rewards program at time of stay & charge your stay on an eligible, enrolled American Express® Card. 20% discount is based on availability, valid for new reservations only, and upgrade is based on availability at check in. Ineligible rates include but are not limited to, Internet wholesale rates (such as third party online travel agents), traditional wholesale rates, or contracted rooms. Bonus points will be credited to your Membership Rewards account within 6-8 weeks after charges appear on your billing statement. **Bonus ID: 7711.**

**Save 28% on a TaylorMade R9 SuperTri Driver**



Loaded. Longer. Distance comes through optimization. Features first time combining FCT and MWT® in a 460cc head. Promotes up to 75 yards of side-to-side trajectory change for straighter, longer tee shots. Aerodynamic shape, deeper face and deeper CG promote higher launch and more spin. Lighter, softer-tipped Motore graphite shaft promotes more speed, higher launch for added distance. Save 28% on a TaylorMade R9 SuperTri Driver redeemed by 2/28/11.

Visit [membershiprewards.com](http://membershiprewards.com) or call **1-800-AXP-EARN (297-3276)** and redeem 36,800 points for reward code **PAM2100**.

(MR Message 5652)

Terms and conditions for the Membership Rewards® program apply. Visit [membershiprewards.com/terms](http://membershiprewards.com/terms) or call **1-800-AXP-EARN (297-3276)** for more information. Participating partners and available rewards are subject to change without notice.

**Use Membership Rewards® Points to Plan Your Winter Escape Today!**



Boundless dining, amazing nightlife and four mountains with a variety of bumps, bowls, chutes and cruisers spread across 5,300 acres of terrain provides the perfect winter escape! There's never been a better time to visit Aspen/Snowmass--come live it! Redeem Membership Rewards points for 1- or 3-day lift tickets, equipment rentals and ski/snowboard school lessons. Rewards start at only 3,000 points. As always, kids ages 6 and under ski/ride for FREE at all four Aspen/Snowmass mountains.

To redeem points for Aspen/Snowmass lift tickets, ski/snowboard rentals or adult group lessons, visit [membershiprewards.com/aspen](http://membershiprewards.com/aspen) or call **1-800-AXP-EARN (297-3276)**.

(MR Message 5675)

Terms and conditions for the Membership Rewards program apply. Visit [membershiprewards.com/terms](http://membershiprewards.com/terms) or call **1-800-AXP-EARN (297-3276)** for more information. Participating partners and available rewards are subject to change without notice.

**Offers are made only to Cardmembers who meet certain qualifying criteria. By responding you will be disclosing to the merchant that you meet these criteria.**





Re: Centurion® Card



01/20/2011

Dear Jeffrey E Epstein,

We want to help you understand how your charge card works. This includes changes we're required to make because of new federal regulations that impact late payment fees, returned payment fees, and Penalty APRs. These changes are summarized in the table below.

We're also pleased to let you know we've rewritten your Cardmember Agreement so it's simpler and easier to use and understand. We've enclosed a copy of your new Cardmember Agreement, which includes information on:

- rates and fees for your account
- the minimum payment due and how payments are applied
- when interest charges apply, and when they don't
- other account terms

You can learn more about how to manage your card account and protect your credit with simple tips, advice, and explanations by visiting [americanexpress.com/consumerresources](http://americanexpress.com/consumerresources).

**Important Changes to Your Account Terms**

The following is a summary of changes to your account terms, effective August 22, 2010. More detailed information about these account terms appears on page 2 of the Cardmember Agreement.

Revised Terms, as of August 22, 2010	
<b>Late Payment Fee</b>	Up to <b>\$35</b> ; however, if you do not pay for two billing periods in a row, your fee will be <b>\$35</b> or <b>2.99%</b> of the past due amount, whichever is greater.
<b>Returned Payment Fee</b>	Up to <b>\$35</b>
<b>Penalty APR and When It Applies</b>	<p><b>27.24%</b> This APR will vary with the market based on the Prime Rate.</p> <p>This APR will apply to your account if you: 1) make one or more late payments; or 2) make a payment that is returned.</p> <p><b>How Long Will the Penalty APR Apply?</b> 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>

**IMPORTANT:** See the reverse side of this letter for information about the duration of the Penalty APR.

Thank you for your Cardmembership. We look forward to continuing to serve you.

Sincerely,  
American Express

*See reverse side for important information*

CMAEUALE0000104

**How Long will the Penalty APR Apply?**

If a Penalty APR currently applies to your Account, we will review it on or before February 22, 2011. Before this review, this Penalty APR will apply unless you meet the conditions in effect prior to this change.



## Cardmember Agreement: Part 1 of 2

As of: 01/20/2011

**Centurion® Card**  
Issuer: American Express Centurion Bank

Cardmember Name: Jeffrey E Epstein

### Rates and Fees Table

Interest Rates	
<b>Annual Percentage Rate (APR)</b>	<b>9.15%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<b>27.24%</b> This APR will vary with the market based on the Prime Rate.  This APR will apply to your account if you: 1) make one or more late payments; or 2) make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> 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.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing period. We will begin charging interest on charges as of the date they are added to a Pay Over Time balance, including Select & Pay Later. We will not charge interest on charges added to a Pay Over Time balance automatically if you pay the Account Total New Balance by the due date each month.
Fees	
<b>Annual Membership Fee</b>	<b>\$2500</b>
<b>Transaction Fees</b> • Foreign Transaction	<b>2.7%</b> of each transaction after conversion to US dollars.
<b>Penalty Fees</b> • Late Payment • Returned Payment	Up to <b>\$35</b> ; however, if you do not pay for two billing periods in a row, your fee will be <b>\$35</b> or <b>2.99%</b> of the past due amount, whichever is greater. Up to <b>\$35</b>

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

**Your Billing Rights:** See Part 2 for information on how to exercise your rights to dispute transactions.

## How Rates and Fees Work

Rates for Pay Over Time balances		See About Pay Over Time features in Part 2 of this Agreement		
<b>Calculating APRs and DPRs</b>	The Annual Percentage Rate (APR) for variable rates is determined by adding an amount ( <i>margin</i> ) to the Prime Rate (see <i>Determining the Prime Rate</i> in Part 2). The Daily Periodic Rate (DPR) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.			
	<b>Rate Description</b>	<b>Prime + Margin</b>	<b>APR</b>	<b>DPR</b>
	Annual Percentage Rate	Prime + 5.90%	9.15%	0.0251%
	Penalty APR	Prime + 23.99%	27.24%	0.0746%
<b>Penalty APR for new transactions</b>	<p>The penalty APR applies to new transactions if:</p> <ul style="list-style-type: none"> <li>• you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due 3 times in 12 billing periods,</li> <li>• you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due and you still do not pay it by the Closing Date of the next billing period, or</li> <li>• your payment is returned by your bank.</li> </ul> <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>			
<b>Penalty APR for existing balances</b>	If you do not pay at least the Minimum Payment Due within 60 days after its Payment Due Date, we can apply the penalty APR to those balances it does not already apply to. After you pay on time for 6 billing periods in a row, the penalty APR will no longer apply to those balances (but it may still apply to other balances as described above).			
Fees				
<b>Initiation</b>	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. This fee is a finance charge.			
<b>Annual Membership</b>	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. We will charge \$1,500 for each additional Centurion Card, \$175 for up to 3 additional Platinum Cards, \$175 for each additional Platinum Card after the first 3, \$45 for up to 5 additional Gold Cards, and \$45 for each additional Gold Card thereafter.			
<b>Late Payment</b>	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 20th 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. Paying late may also result in a Penalty APR. See <i>Penalty APR for new transactions</i> and <i>Penalty APR for existing balances</i> above.			
<b>Returned Payment</b>	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. A returned payment may also result in a Penalty APR. See <i>Penalty APR for new transactions</i> above.			
<b>Returned Check</b>	\$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.			
<b>Statement Copy</b>	\$5 for each statement you request, except for the 3 most recent billing periods.			
<b>Account Re-opening</b>	\$25 if your Account is cancelled, you ask us to re-open it, and we do so.			
<b>Foreign Transaction</b>	2.7% of the converted U.S. dollar amount. This fee is a finance charge. See <i>Converting charges made in a foreign currency</i> in Part 2.			

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



## Cardmember Agreement: Part 2 of 2

CD 27737

### Introduction

<b>About your Cardmember Agreement</b>	This document together with Part 1 make up the Cardmember Agreement ( <i>Agreement</i> ) 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.
<b>Changing the Agreement</b>	We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment.  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.
<b>Words we use in the Agreement</b>	<b>We, us, and our</b> mean the issuer shown on page 1 of Part 1. <b>You and your</b> 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 <b>Basic Cardmember</b> . You may request a card for an <b>Additional Cardmember</b> (see <i>About Additional Cardmembers</i> in Part 2).	<b>Card</b> means any card or other device that we issue to access your Account. A <b>charge</b> is any amount added to your Account, such as purchases, fees and interest charges. A <b>purchase</b> is a charge for goods or services.  To <b>pay</b> 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).

### About using your card

<b>Using the card</b>	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.  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.  You may arrange for certain merchants to charge your Account at regular intervals. We may (but are	not required to) tell these merchants about your Account status or changes to your card number or expiration date. You must notify the merchants directly if you want them to stop charging your Account.  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.
<b>Promise to pay</b>	You promise to pay all charges, including: <ul style="list-style-type: none"> <li>• charges you make, even if you do not present your card or sign for the transaction,</li> <li>• charges that other people make if you let them use your Account, and</li> <li>• charges that Additional Cardmembers make or permit others to make.</li> </ul>	
<b>Declined transactions</b>	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.
<b>About Pay Over Time features</b>	We may add <i>features</i> to your Account that allow you to pay certain charges over time. These features include Select & Pay Later, Sign & Travel <sup>®</sup> and the Extended Payment Option.  Select & Pay Later lets you pay a charge over time in two ways. You may ask a travel industry merchant at the time you make the charge, or ask us after the charge appears on your statement. If we approve your request, we will place the charge into a Pay Over Time balance. If we decline your request, you must pay the charge in full upon receipt of your billing statement.  If you enroll in Sign & Travel, we will automatically place eligible travel-related charges into a Pay Over Time balance. Some examples are airline and cruise ship tickets, hotels, car rentals and charges made	outside the U.S. If you enroll in the Extended Payment Option, we will automatically place all eligible charges into a Pay Over Time balance. A charge is eligible if it equals or is more than a certain dollar amount. We will tell you this amount when you enroll, and it is subject to change. We will tell you if we change it. Certain charges are not eligible, such as cash and similar transactions.  We will not place any charge into a Pay Over Time balance if it causes the total of your Pay Over Time balances to go over \$35,000. We will tell you if we change that amount. You must pay in full all charges that are not placed into a Pay Over Time balance upon receipt of your billing statement. We may change which charges are eligible to be placed into a Pay Over Time balance.

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## About your payments

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### When you must pay

Payment of the New Balance is due upon receipt of your statement. If a statement includes a Pay Over Time balance, it will show a Minimum Payment Due. In this case, you must pay at least the Minimum Payment Due by the Payment Due Date. Each 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.

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:

- 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 *How Rates and Fees Work* on page 2 of Part 1).

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.

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

If a statement includes a Pay Over Time balance, it will show a Minimum Payment Due. The Minimum Payment Due is the Pay In Full New Balance plus the Pay Over Time Minimum Due.

If you have a Pay Over Time balance, we generally apply payments up to the Minimum Payment Due first to the Pay Over Time Minimum Due and then to the Pay In Full New Balance. When applying a payment to the Pay Over Time Minimum Due, we apply it 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 to the remaining Pay Over Time balance. When we do this, we apply payments first to the balance with the highest interest rate and then to balances with lower interest rates.

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.

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## About your Minimum Payment Due

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### How we calculate your Minimum Payment Due

The Minimum Payment Due is the Pay In Full amount plus any Pay Over Time Minimum Due.

To calculate the Pay Over Time Minimum Due for each statement, we start with the **highest** of the following three amounts:

- (1) 2% of the Pay Over Time New Balance; **or**
- (2) interest charged on the statement plus 1% of the Pay Over Time New Balance (excluding interest on the statement), not to exceed 4% of the Pay Over Time New Balance; **or**
- (3) \$20.

Then we round to the nearest dollar. After that, we add any Pay Over Time amount past due.

However, your Pay Over Time Minimum Due will not exceed your Pay Over Time New Balance.

#### **EXAMPLE: Pay Over Time Minimum Due**

Assume that your Pay Over Time New Balance is \$3,000, interest is \$29.57 (see the example on the next page), and you have no Pay Over Time amounts past due.

(1)  $2\% \times \$3,000 = \$60.00$

(2)  $\$29.57 + 1\% \times (\$3,000 - \$29.57) = \$59.27$

(3) \$20.00

The **highest** of the three amounts is \$60.00.

So the **Pay Over Time Minimum Due** is \$60.00.

### Adjusting your Pay Over Time Minimum Due

If you regularly pay more than the Minimum Payment Due described above, we may adjust the Pay Over Time Minimum Due in future billing periods. This may let you make a smaller minimum payment from time to time. But if you then do not regularly pay more than the Minimum Payment Due described above, we will stop making the adjustment and return to the formula above. If we start or stop making the adjustment, we will do so for at least six billing periods in a row. To adjust the Pay Over Time Minimum Due, we will not add 1% of the Pay Over Time New Balance in (2). Then, if (2) is the highest (but less than 4% of the Pay Over Time New Balance), we will add \$15.

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We will do this if over six billing periods the sum of payments credited to your Pay Over Time balance is more than the sum of the Pay Over Time Minimum Dues (not adjusted, except any Pay Over Time amount past due is counted only in the first of those six periods). We will also make the adjustment if over six billing periods the sum of the Pay Over Time Minimum Dues (not adjusted) is not more than \$120 and equals the sum of payments credited to your Pay Over Time balance. However, we will not make the adjustment if the sum of the Pay Over Time Minimum Dues is zero and we did not adjust the Pay Over Time Minimum Due the last time it was not zero.

## About interest charges on Pay Over Time balances

### When we charge interest

#### For charges added at your request

We charge interest on charges that are added at your request to a Pay Over Time balance as of the date the charge is added. If you pay the Account Total New Balance on a statement by the Closing Date on the next statement, then on that next statement we will not charge interest on any Pay Over Time portion of that Account Total New Balance.

#### For charges added automatically

We charge interest on charges that are added automatically to a Pay Over Time balance beginning on the transaction date. However, you can avoid paying interest on those charges as described below.

If you pay the Account Total New Balance on a statement by the Closing Date shown on the next statement, then on that next statement we will not charge interest on those charges.

If you paid the Account Total Previous Balance on a statement by its Closing Date, and you pay less than the Account Total New Balance on that statement by the Closing Date of the next statement, then we will not charge interest on the portion of automatically added charges that we apply your payment to. But we will charge interest on the remaining portion of those charges.

Also, we will not charge interest on automatically added charges shown on a statement if the Account Total Previous Balance on that statement is zero or a credit balance.

### How we calculate interest

We calculate interest for a billing period by first figuring the interest on each balance. Balances within each feature such as Select & Pay Later, Sign & Travel and Extended Payment Option 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:

- Average Daily Balance (ADB) x
- Daily Periodic Rate (DPR) x
- 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* on page 2 of 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% ÷ 365 days = 0.0438%*

*Interest is \$2,250 x 0.0438% x 30 days = \$29.57*

#### Daily Balance

For each day a DPR is in effect, we figure the daily 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.

#### 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.*

When an interest rate changes, the new DPR may come into effect during not just at the beginning of the billing period. When this happens, we will create a new balance and apply the new DPR to it. To get the beginning balance on the first day for this new balance, we multiply the previous day's daily balance by the old DPR and add the result to that day's daily balance.

#### 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.

<b>Determining the Prime Rate</b>	<p>We use the Prime Rate from the Money Rates section (or successor section) of <i>The Wall Street Journal</i>. The Prime Rate for each billing period is the Prime Rate published in <i>The Wall Street Journal</i> 2 days before the Closing Date of the billing period.</p> <p><i>The Wall Street Journal</i> 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 <i>The Wall Street Journal</i> is no longer published, we may</p>	<p>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.</p> <p>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.</p>
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## Other important information

<b>About Additional Cardmembers</b>	<p>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.</p> <p>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.</p>	<p>You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.</p> <p>If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.</p>
<b>Converting charges made in a foreign currency</b>	<p>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</p>	<p>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.</p>
<b>Changing your billing address</b>	<p>You must notify us immediately if you change the:</p> <ul style="list-style-type: none"> <li>• mailing address where we send billing statements; or</li> <li>• e-mail address to which we send notice that your billing statement is available online.</li> </ul>	<p>If you have more than one account, you need to notify us separately for each account.</p> <p>We may update your billing address if we receive information that it has changed or is incorrect.</p>
<b>Closing your Account</b>	<p>You may close your Account by calling us or writing to us.</p>	
<b>Cancelling or suspending your Account</b>	<p>We may:</p> <ul style="list-style-type: none"> <li>• cancel your Account,</li> <li>• suspend the ability to make charges,</li> <li>• cancel or suspend any feature on your Account, and</li> <li>• notify merchants that your Account has been cancelled or suspended.</li> </ul> <p>If we do any of these, you must still pay us for all charges under the terms of this Agreement.</p>	<p>We may do any of these things at our discretion, even if you pay on time and your Account is not in default.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• reinstate any additional cards issued on your Account,</li> <li>• charge you any applicable annual fees, and</li> <li>• charge you a fee for reinstating the Account.</li> </ul>
<b>About default</b>	<p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> <li>• you violate a provision of this Agreement,</li> <li>• you give us false information,</li> <li>• you file for bankruptcy,</li> <li>• you default under another agreement you have with us or an affiliate,</li> <li>• you become incapacitated or die, or</li> <li>• we believe you are unable or unwilling to pay your debts when due.</li> </ul>	<p>If we consider your Account in default, we may:</p> <ul style="list-style-type: none"> <li>• suspend your ability to make charges,</li> <li>• cancel or suspend any feature on your Account,</li> <li>• require you to pay more than your Minimum Payment Due immediately, and</li> <li>• require you to pay your Account balance immediately.</li> </ul>
<b>Credit reports</b>	<p>You agree that we may obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources. And you agree that we may use such information for any purposes, subject to applicable law.</p> <p>You agree that we may give information about your Account to credit reporting agencies. We may tell a credit reporting agency if you fail to comply with any</p>	<p>term of this Agreement. This may have a negative impact on your credit record.</p> <p>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.</p>



<b>Collection costs</b>	You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.	
<b>Sending you notices</b>	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.	
<b>We may contact you</b>	From time to time, we may contact you about topics ranging from servicing to marketing offers to collecting amounts you owe. We may monitor and record phone calls between you (or any Additional Cardmembers on your Account) and us. We do this	to ensure the quality of customer service or when it is required by law.  You can choose to not receive marketing offers from us. To do this, call us at 1-800-297-8378 or log on to <a href="http://www.americanexpress.com/communications">www.americanexpress.com/communications</a>
<b>About insurance products</b>	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.
<b>How we handle electronic debits from your checking account</b>	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: <ul style="list-style-type: none"> <li>• the amount,</li> <li>• the routing number,</li> <li>• the account number, and</li> <li>• the check serial number.</li> </ul>	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.
<b>ExpressPay</b>	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.	
<b>Privacy Act of 1974 notice</b>	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.	
<b>Changing benefits</b>	We have the right to add, modify or delete any benefit or service of your Account at our discretion.	
<b>Assigning the Agreement</b>	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.	
<b>Assigning claims</b>	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.
<b>We do not waive our rights</b>	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.	
<b>Governing law</b>	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.

## Arbitration

This Arbitration provision sets forth the circumstances and procedures under which claims may be arbitrated instead of litigated in court.

### Definitions

As used in this Arbitration provision, the term *claim* means any claim, dispute or controversy between you and us arising from

or relating to your Account, this Agreement, the Electronic Funds Transfer Services Agreement, and any other related or prior agreement that you may have had with us, or the relationships resulting from any of the above *agreements*, except for the validity, enforceability or scope of this Arbitration provision. For purposes of this Arbitration provision, *you* and *us* also includes any

corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of claims. *Claim* includes claims of every kind and

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nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. *Claim* also includes claims by or against any third party using or providing any product, service or benefit in connection with any account (including, but not limited to, credit bureaus, third parties who accept the card, third parties who use, provide or participate in fee-based or free benefit programs, enrollment services and rewards programs, credit insurance companies, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is a party in connection with the claim. The term claim is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) any of the accounts created under any of the agreements, or any balances on any such accounts, (b) advertisements, promotions or oral or written statements related to any such accounts, goods or services financed under any of the accounts or the terms of financing, (c) the benefits and services related to Cardmembership (including fee-based or free benefit programs, enrollment services and rewards programs), and (d) your application for any account. We shall not elect to use arbitration under this Arbitration provision for any claim that you properly file and pursue in a small claims court of your state or municipality so long as the claim is individual and pending only in that court.

#### **Initiation of Arbitration**

Any claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration provision and the code of procedures of the arbitration organization to which the claim is referred in effect at the time the claim is filed (*code*), except to the extent the code conflicts with this Agreement. Claims shall be referred to either JAMS or the American Arbitration Association (AAA), as selected by the party electing to use arbitration. If our selection of either of these organizations is unacceptable to you, you may select the other organization within 30 days after you receive notice of our selection. For a copy of the code, to file a claim or for other information, contact either: JAMS (1920 Main St #300, Irvine, CA 92614 or jamsadr.com) or AAA (335 Madison Ave, New York, NY 10017 or adr.org).

In addition to the organizations listed above, claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to § 5 of the Federal Arbitration Act,

9 U.S.C. §§ 1-16, as it may be amended below. (FAA), provided that any such organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration subsection set forth below.

#### **Significance of Arbitration**

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, 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 OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

#### **Restrictions on Arbitration**

IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE SHALL 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 to resolve claims is limited to claims between you and us alone, and the arbitrator's authority to make awards is limited to awards to you and us alone. Furthermore, claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision of this Agreement (including but not limited to the Continuation subsection below) and without waiving either party's right to appeal such decision, should any portion of this Restrictions on Arbitration subsection be deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) shall not apply.

#### **Arbitration Procedures**

This Arbitration provision is made pursuant to transactions involving interstate commerce and shall be governed by the FAA. The arbitration shall be governed by the applicable code, except that this Agreement shall apply if there are any conflicts. The arbitrator shall apply applicable substantive law consistent

with the FAA and applicable statutes of limitations, shall honor claims of privilege recognized at law, and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision.

The arbitration proceeding shall not be governed by any federal or state rules of civil procedure or rules of evidence. Any party may request that the arbitrator expand the scope of discovery by doing so in writing and copying any other parties, who shall have 15 days to make objections. The arbitrator will notify the parties of his/her decision within 20 days of any objecting party's submission. The arbitrator shall take reasonable steps to preserve privacy. The arbitrator's award shall be final and binding, except for any right of appeal provided by the FAA; however, either party shall have 30 days to appeal that decision by notifying the arbitration organization and any other parties in writing. The organization will then appoint a three-arbitrator panel which shall consider anew any aspect of the decision objected to by the appealing party. The panel shall issue its decision, by majority vote, within 120 days of the appealing party's written notice. Judgment upon any award rendered by the arbitrator or panel may be entered in any court having jurisdiction.

#### **Location of Arbitration**

Arbitration hearings you attend shall take place in the federal judicial district of your residence.

#### **Payment of Fees**

You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in the state or federal court closest to your billing address that would have had jurisdiction. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of any arbitration fees. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

#### **Continuation**

This Arbitration provision shall survive termination of your Account; voluntary payment of the Account balance in full by you; any legal proceeding by you or us to collect a debt owed by the other; any bankruptcy by you or us; and any sale by us of your Account (in the case of a sale, its terms shall apply to the buyer of your Account). If any portion of this Arbitration provision, except as otherwise provided in the Restrictions on Arbitration subsection, is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this provision.



## Your Billing Rights: Keep this Document for Future Use

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This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express  
PO Box 981535  
El Paso TX 79998-1535

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay.

If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

American Express  
PO Box 981535  
El Paso TX 79998-1535

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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