For 24-HOUR customer service

Visit us online at AmexRewardCard.com or call 1-833-249-6098.

For easiest use ALWAYS KNOW YOUR BALANCE AND TELL THE CASHIER!

AMERICAN EXPRESS® REWARD CARD

CARDHOLDER AGREEMENT

These terms and conditions govern your use of the American Express® Reward Card ("Terms and Conditions"). This American Express Reward Card ("Card") is issued pursuant to an award, reward, loyalty, incentive or other promotional program. By signing or using the Card, you are agreeing to these Terms and Conditions. You acknowledge that you have not paid any direct monetary consideration for this Card.

The terms "you" and "your" refer to the person who receives the Card and/or the person uses the Card. The terms "we" "our" and "us" refer to American Express Travel Related Services Company, Inc. and its subsidiaries and licensees that issue prepaid cards, including American Express Prepaid Card Management Corporation ("AEPCMC"), the issuer of the Card.

ABOUT YOUR CARD

The Card is not a credit, charge, or debit card. The Card is a prepaid payment device with a dollar value that is either printed on the front of the Card or a "variable load" amount that is selected by the entity that purchased the Card. The Card may be used at merchants and retailers in the United States that accept the American Express Card ("Merchants"). The Card cannot be used for ATM cash withdrawals or for recurring billing charges (such as monthly utilities or subscriptions). You may use the Card to make final payments, but may not be able to use the Card to make reservations or deposits (e.g., car rental or hotel reservations). Except where required by law, the Card is not redeemable for cash. The Card is not transferable. The Card may not be used for unlawful purposes.

In most cases, the Card is ready for use immediately after activation. However, in some cases, the Card may be inactive for up to four hours. If your Card has a signature panel, you must sign your name, prior to use.

SERVICE FEES

Subject to applicable law, a $3.00 monthly service fee will be assessed against the Card balance starting in the 12th month after Card issuance. If we send you a replacement Card, we will still begin deducting service fees from your Card 12 months from the date you received your original Card.

FUNDS DO NOT EXPIRE

The funds on the Card do not expire.

TRACK YOUR AVAILABLE BALANCE

The value on the Card at any time is its "Available Balance." You may check your available balance at AmexRewardCard.com or by calling Customer Service at 1-833-249-6098. There are three ways that your Available Balance may be decreased. First, if you make a purchase with the Card, we will deduct the full amount of that purchase, including taxes and any other fees, from the Available Balance. Second, if the Merchant authorizes for an amount greater than the actual purchase, the Available Balance will be temporarily decreased by the amount of the authorization until the actual transaction posts, typically until the eighth (8th) day after purchase. Third, the Available Balance may be decreased by the amount of Service Fees deducted as provided in these Terms and Conditions. Once the Available Balance reaches zero ($0), the Card is no longer valid and you agree that you will no longer use it. However, if a transaction occurs despite an insufficient Available Balance on the Card, you agree to reimburse us, upon request, for the amount of the negative balance created on the Card.

HOW TO USE YOUR CARD

Before Using the Card:

1. Sign the back of the Card where indicated.
2. Write down the Card number, along with the Customer Service Number (1-833-249-6098), the 3 digit card security code on the back of the Card ("CSC"), and 4 digit card security code on the front of the Card (referred to also as the "Card Identification Number" or "CID") and keep these in a safe place. You will need the Card number, CSC, and CID to check your balance or replace the Card if it is lost or stolen.

Making Retail Purchases:

Present the Card to the cashier for payment and tell him/her it is a gift card. Sign the receipt with the same signature you used to sign the back of the Card. Retain the receipt as a record of the purchase.

Making Split Tender Transactions:

Depending on the Merchant's policy, you may be able to use the Card with another form of payment, such as cash, check or another card, to make a purchase. This is known as a "Split Tender Transaction." To make a purchase for more than the Available Balance on the Card:

1. Present the Card for payment and tell the cashier it is a gift card.
2. Tell the cashier the Available Balance and ask whether another form of payment will be accepted for the balance of the purchase.
3. Before the Card is "swiped," tell the cashier to only authorize the Card for the Available Balance.
4. If the Card is declined, remind the cashier of the Available Balance.
5. Be prepared to provide a second form of payment to cover the balance of your purchase.

Some Merchants may only allow you to use cash or check, but not another card, as the second form of payment. Some Merchants do not permit a second form of payment at all. We do not guarantee that a Merchant will permit a Split Tender Transaction. If you are having difficulty making a Split Tender Transaction or using the Available Balance on the card please call 1-833-249-6098 for assistance.

Making Internet or Mail Order Purchases:

Yes, you can also use the Card to make a purchase over the internet or by mail-order. However, some internet and mail order Merchants do not permit Split Tender Transactions. If you experience any difficulty making a purchase online or by mail order with the Card, please call 1-833-249-6098 for assistance.

Using the Card at restaurants, hair salons or other merchants that may be expecting a gratuity:

We and/or Merchants (e.g. Restaurants, hair salons and some other types of Merchants) may obtain an authorization on the Card for an amount up to 20% more than the total service bill to cover any gratuity that may be added. Be sure that the balance on the Card is sufficient to cover the cost of the bill plus any anticipated gratuity. If the Card is declined, ask the Merchant to obtain an authorization for an amount equal to or less than the Available Balance.

Transactions at Gas Stations:

Gas stations will routinely obtain an authorization on the Card for an estimated purchase amount to ensure that the Available Balance will cover the final purchase. To avoid having a gas station obtain an authorization for an amount higher than the Available Balance, we suggest that you prepay inside at the cashier for an amount equal to, or less than, the Available Balance on the Card.

LOST OR STOLEN CARDS

If the Card or Card number is lost or stolen, contact us immediately at 1-833-249-6098. You must provide your name, address, Card number, CID, and other details for identification purposes. You agree to give us all reasonable information to help make a complete investigation of the loss or theft of the Card. If the Card or Card number is reported by you as lost or stolen, we will issue you a replacement Card with a value equal to the Available Balance on the Card at the time you notified us of the loss or theft. NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR LOST OR STOLEN CARD BEFORE YOU NOTIFY US.

MERCHANDISE RETURNS

Merchandise purchased with the Card is subject to the Merchant's return policies. If the Merchant agrees to issue a credit to the Card this amount may not be reflected in the Available Balance until the credit posts, which may take up to seven days.

MERCHANT DISPUTES

Purchases made with the Card are similar to those made with cash, in that you cannot "stop payment" or lodge a "billing dispute" on purchases made with the Card. Any problems or disputes you have regarding a purchase should be addressed directly with the Merchant.

OTHER IMPORTANT NOTICES

No Warranties: We are not responsible or liable to you (i) for any interruption of Card service, (ii) for the quality, safety, legality, or any other aspect of any goods or services purchased from any Merchant with the Card, (iii) if any Merchant refuses to honor the Card or special offers and/or (iv) for any other problems you may have with any Merchant. If a Merchant fails to honor the Card, please call 1-833-249-6098 to report the incident.

Changing these Terms and Conditions: We may change the terms of, or add new terms to, these Terms and Conditions at any time, with or without notice, subject to applicable law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with the Card, with or without notice, subject to applicable law. Any notice given by us shall be deemed given when deposited in the United States mail, postage prepaid, addressed to you at the latest address shown on our records or when such notice is posted on our web site. The most up-to-date Terms and Conditions may always be obtained by calling 1-833-249-6098.

Cancellation or Suspension of the Card: We reserve the right to suspend or cancel your Card if you violate these Terms and Conditions or if: (i) there are concerns regarding potential illegal activity associated with the Card or its usage, and/or (ii) potential fraud or security risks associated with your Card, as determined by us. If your Card is cancelled or suspended, you will not be able to use the Card. If we ultimately determine that there is potential fraud, illegal activity, or security risks associated with the Card, we may work with local, state or federal law enforcement authorities who may require that we turn over the funds on your Card to them. If we ultimately determine that there was no fraud, illegal activity or security issues associated with your Card, we may reinstate your ability to use the Card.

Escheatment: Under certain states' laws, if the a Card is not used for a period of time, we are required to pay the unused funds on the Card to the state as "unclaimed property"; if that occurs, we may deactivate the Card, but we will make the full unused funds available to you at your request and will provide you with a new card. For these reasons, if you attempt to use the Card and the Card is declined, do not assume that there are no funds left on the Card. Please check your Available Balance and call Customer Service for further assistance.

Assignment and Waiver: We may assign these Terms and Conditions to a third party at any time without notice to you. However, if we assign these Terms and Conditions, the terms will remain substantially and materially the same unless you are notified. If we reimburse you for a refund claim you have made for a lost or stolen Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to the Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to the Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under these Terms and Conditions, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under these Terms and Conditions on one occasion, such waiver shall not operate as a waiver as to any other occasion.

Data Protection and Privacy: During any Customer Service call, we may request that you provide the card security code printed on the front of the Card, as well as additional identification information such as your home phone number, date of birth, and zip code. We may also obtain personal information ("Cardholder Information") about you, including information (i) provided to us by the Card purchaser, such as your name and/or your address, (ii) provided by you at the time of activation or during customer service calls, and (iii) about purchases made with the Card, such as the date, the amount and the place of purchase. For purposes of fraud prevention and regulatory compliance, we may also obtain information from providers of identity verification data and demographic information.

Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. We also maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

Disclosure: We will use Cardholder Information to process Card transactions, provide customer service, enhance usage at retailers who may require zip code authorization, process claims for lost or stolen Cards and help protect against fraud. We also use Cardholder Information for marketing purposes and to conduct research and analysis.

We may provide certain Cardholder Information to companies, including our affiliated companies that perform business operations or services, including marketing services, on our behalf. We may provide certain Cardholder Information to others outside of American Express as permitted by law, such as to government entities or other third parties in response to subpoenas. We may develop marketing programs and send you offer for products and services. We do not share customer addresses with other companies for them to market their own products and services.

Offers / Choice: If you prefer not to receive offers, you may opt out by calling us in the United States toll free at 1-800-722-8614. If you opt out from receiving these offers, we may still send important information about the Card or other American Express products and services to you.

Telephone Monitoring/Recording: From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

ARBITRATION

Agreement to Arbitrate Disputes: This Arbitration Provision sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

Definitions: As used in this Arbitration Provision, the term "Claim" shall mean and include any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to the Card or these Terms and Conditions, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Card (including, but not limited to, third parties who accept the Card, third parties who use, provide or participate in programs accessed with the Card, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. As used in 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 any third party using or providing any product, service or benefit in connection with the Card.

Initiation of Arbitration Proceeding/Selection of Administrator: 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 national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be referred to either JAMS ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact (1) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; www.jamsadr.com, (2) AAA at 335 Madison Avenue, New York, NY 10017, www.adr.org. In addition to the arbitration 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 section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth below.

Class Action Waiver and Other Restrictions: Arbitration shall proceed solely on an individual basis without the right 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 others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated 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 in these Terms and Conditions (including the "Continuation" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is 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 a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended ("FAA"), and the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The panel's majority vote decision shall be final and binding.

Location of Arbitration/Payment of Fees: The arbitration shall take place in the federal judicial district of your residence. Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the JAMS or AAA.

Continuation: This Arbitration Provision shall survive termination of the Card, as well as voluntary payment in full of any Shortages, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms and Conditions or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

APPLICABLE LAW

These Terms and Conditions and the Card, and all questions about their legality, enforceability and interpretation, are governed by the laws of the State of New York, USA (without regard to internal principles of conflicts of law).

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