American Express® Reloadable Reward Card

Cardholder Agreement

These terms and conditions govern your use of the American Express® Reloadable Reward Card ("Card"). By signing or using the American Express Reloadable Reward Card ("Card"), you are agreeing to these Terms and Conditions. The Card has been issued to you by request of American Express Travel Related Services Company, Inc., the issuer of the Card.

Frequently Asked Questions About the Card

1. Is the Card a debit, charge, or credit card?
No. The Card is a prepaid, reloadable payment device with a dollar value that is a "variable load" amount determined by the Sponsor in accordance with the terms of the Program. Only the Sponsor is able to direct us to increase funds on the Card. The Card can only be loaded and reloaded by the Sponsor. No more than one (1) Card may be issued to you pursuant to the terms of the Program. The Card is not transferable.

2. Is the Card ready to use immediately?
As soon as you sign the back of the Card, it is ready for use.

3. How do I check my available balance?
The value on the Card at any time is its "Available Balance." You may check your available balance at www.americanexpress.com/reward or by calling Customer Service at 1-800-297-7327.

4. How is the balance on the Card calculated?
There are two ways that your Available Balance may be decreased. First, if you make a purchase with the Card, we will deduct the full amount of the purchase, including taxes and any other fees, from the Available Balance. Second, if you use the Card and the Merchant authorizes for an amount greater than the actual purchase (e.g., when you use the Card at a merchant expecting a gratuity), the Available Balance will be temporarily decreased by the amount of the authorization until the actual transaction posts, which typically occurs within 3 business days. Only the final amount of the purchase will ultimately be deducted from the Available Balance. Once the Available Balance reaches zero ($0), the Card is no longer valid and you agree that you will no longer use it.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.

5. Are there any fees for the use of the Card after purchase?
This Card has NO FEES (including dormancy, service or other fees).

6. Do the funds on the Card expire?
No, the funds on the Card do not expire.

7. If the funds do not expire, what is the "valid thru" date on the front of the Card?
The "valid thru" date on the front of the Card is the date through which your physical plastic card may be used. This date is required to process transactions at merchants that request a plastic expiration date. Even if the "valid thru" date has passed on the Card, its Available Balance remains unchanged and intact. In order to keep making purchases with your Available Balance, after a Card's "valid thru" date has passed, please call 800-297-7327 for a replacement Card.

8. Should the card number be written down?
Yes. You should write down the Card number, along with the Customer Service Number (800-297-7327) and 4 digit 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 and CID to check your balance or replace the Card if it is lost or stolen.

9. Where can the Card be used? Are there any usage restrictions?
The Card may be used at merchants and retailers in the United States that accept the American Express Card ("Merchants"). This Card cannot be used at Automated Teller Machines (ATMs) or for ATM cash withdrawals or for recurring billing charges (such as monthly utility 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). The Card may not be used for unlawful purposes.

10. Is this Card redeemable for cash?
Except where required by law, this Card is not redeemable for cash.

11. How is the Card used to make 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.

12. Can the Card be used if its available balance does not cover the total purchase price?
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.

13. 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 800-297-7327 for assistance.

14. Can the Card be used to make an internet purchase?
Yes, you can also use the Card to make a purchase over the internet 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 800-297-7327 for assistance.

15. How should the Card be used at restaurants, hair salons or other merchants that may be expecting a gratuity?
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.

16. How should the Card be used 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. If you are not required to pay the balance of the purchase, you may not be able to use the Card with a Merchant that may be expecting a gratuity. If you are unable to use the Card you may notify us at 1-800-297-7327 for assistance.

17. What if the Card is lost or stolen?
If the Card or Card number is lost or stolen, contact us immediately at 800-297-7327. 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. If the Card was lost or stolen at a gas station, you will not receive a replacement Card, and the balance of the Available Balance will be returned to you. Once the replacement Card is issued, the value on the original Card is no longer available.

18. Can merchandise purchased with the Card be returned?
Yes. 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

1. 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 does not offer us the connection fees and/or (iv) for any other problems you may have with any Merchant. If a Merchant fails to honor the Card, please call 800-297-7327 to report the incident.

2. 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 other terms and conditions 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 notice is posted on our web site. The most up-to-date Terms and Conditions may be found at www.americanexpress.com/reward.

3. 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
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 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 pursuing your individual Claim in a small claims court in your state or municipal corporation, 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 agreements 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 for 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 safeguard Cardholder Information. For a claim asserted by 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 majorly owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, and in the case of birth, and zip code. We may also obtain demographic information personal 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 are 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 pursuing your individual Claim in a small claims court in your state or municipal corporation, 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 for 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 safeguard Cardholder Information. For a claim asserted by 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 majorly owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, and in the case of birth, and zip code. We may also obtain demographic information personal and or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

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 claim asserted by you or us against the other, we both agree to allow each other a reasonable time, at no cost to the other, to provide information about these organizations, contact (1) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; (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 administrator 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 request. The panel’s 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, such as the “Class Action Waiver” 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). ©2010-11 American Express Travel Related Services Company, Inc.
Customer Privacy Principles

- **WE COLLECT ONLY CUSTOMER INFORMATION THAT IS NEEDED, AND WE TELL CUSTOMERS HOW WE USE IT.** We limit the collection of information about our customers to what we need to know to administer their accounts, to provide customer services, to offer new products and services, and to satisfy any legal and regulatory requirements. We also tell our customers about the general uses of information we collect about them, and we will provide additional explanation if customers request it.

- **WE GIVE CUSTOMERS CHOICES ABOUT HOW THEIR INFORMATION WILL BE USED.** Our businesses give customers “opt out” choices about how information about the customer’s relationship with that business unit may be used to generate marketing offers. These marketing choices include product and service offers from American Express businesses and those made by our business partners. Of course, each of our businesses will continue to send its customers information relating to products or services they receive from that business.

- **WE ENSURE INFORMATION QUALITY.** We use advanced technology, documented procedures and internal monitoring practices to help ensure that customer information is processed promptly, accurately and completely. We will respond in a timely manner to customers’ requests to correct inaccurate account or transaction information. We also require high standards of quality from the consumer reporting agencies and others that provide us with information about prospective customers.

- **WE USE PRUDENT INFORMATION SECURITY SAFEGUARDS.** We limit access to customer information systems to those who specifically need it to conduct their business responsibilities, and to meet our customer servicing commitments. We employ safeguards designed to protect the confidentiality and security of our customer information.

- **WE LIMIT THE DISCLOSURE OF CUSTOMER INFORMATION.** We do not disclose customer information unless we have previously informed or been authorized by the customer, or we do so in connection with our efforts to reduce fraud or criminal activity and to comply with regulatory requirements and guidelines. When a court order or subpoena requires us to release information, we typically notify the customer to give the customer an opportunity to exercise his or her legal rights. Further, we will not disclose or use health information for marketing purposes or use it as a basis to make credit decisions.

- **WE ARE RESPONSIVE TO CUSTOMERS’ REQUESTS FOR EXPLANATIONS.** If we deny an application for our services or end a customer’s relationship with us, to the extent permitted by applicable law, we will provide an explanation, if requested. We state the reasons for the action taken and the information upon which the decision was based, unless the issue involves potential criminal activity.

- **WE HOLD OURSELVES RESPONSIBLE FOR OUR PRIVACY PRINCIPLES.** Each American Express employee is responsible for maintaining consumer confidence in the company. We provide training and communications programs designed to educate employees about the meaning and requirements of these Customer Privacy Principles. Employees who violate these Principles are subject to disciplinary action, up to and including dismissal. Employees are expected to report violations, and may do so confidentially, to their manager, to their business unit’s compliance officer, or to the company’s Office of the Ombudsperson.

We also conduct internal assessments of our privacy practices and periodically commission outside expert reviews of our compliance with the Privacy Principles and the specific policies and practices that support these Principles.

- **WE EXTEND THESE PRIVACY PRINCIPLES TO OUR BUSINESS RELATIONSHIPS.** We require companies we select as our business partners to agree to keep our customer information confidential and secure, to protect the information against unauthorized access, use, or redisclosure by the recipient company, and limit its use to the purposes for which it was provided to them.

We also encourage our business partners to respect their customers’ information by adopting strong and effective privacy policies and practices, including offering “opt out” choices for marketing offers to their customers.

In addition, we participate actively in industry associations to advocate development of comprehensive privacy policies and implementation strategies.