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Attorney for Plaintiff,
LAUREN M. MAHLEN
American Express National Bank
LACKAWANNA COUNTY
2026 MAR 11 P 12:38
CLERK OF JUDICIAL
RECORDS CIVIL DIVISION

AMERICAN EXPRESS NATIONAL BANK
115 W. TOWNE RIDGE PARKWAY
SANDY, UT 84070.

Plaintiff(s)

vs.

FRANK TUFANO
25 DUNDAFF STREET
CARBONDALE, PA 18407

Defendant(s).

IN THE COURT OF COMMON PLEAS

LACKAWANNA COUNTY, PA

CIVIL ACTION

NO. 26 CV 1586

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

**NORTHERN PENNSYLVANIA LEGAL SERVICES INC.
200 SCRANTON ELECTRIC BUILDING 507 LINDEN STREET
SCRANTON, PENNSYLVANIA 18503
(717) 342-0184**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta ascender una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte, puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

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LAUREN M. MAILEN
PROXIMITY
2026 MAR 11 P 12:38
CLERK'S OFFICE
RECORDS CIVIL DIVISION

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Phone Number 484-654-1809
Fax Number- 484-971-5885

LAUREN M. TATE, Esq.
Attorney for Plaintiff,
American Express National Bank

2026 MAR 11 P 12:38

CLERKS OF JUDICIAL
RECORDS CIVIL DIVISION

AMERICAN EXPRESS NATIONAL BANK
115 W. TOWNE RIDGE PARKWAY
SANDY, UT 84070.

Plaintiff(s)

vs.

FRANK TUFANO
25 DUNDAFF STREET
CARBONDALE, PA 18407

Defendant(s).

IN THE COURT OF COMMON PLEAS

LACKAWANNA COUNTY, PA

CIVIL ACTION

NO. 26 CV 1586

COMPLAINT

Parties; Jurisdiction and Venue

1. Plaintiff is, American Express National Bank¹ (American Express) a national bank under the laws of the United States of America with its offices located at 115 W. Towne Ridge Parkway, Sandy, UT 84070 (herein singularly or collectively referenced as "American Express").
2. Defendant is Frank Tufano (herein referred to as "Tufano"), an adult individual currently located at 25 Dundaff Street, Carbondale, PA 18407.

¹ On April 1, 2018 American Express Centurion Bank changed its name to American Express National Bank and American Express Bank FSB, merged with American Express National Bank with American Express National Bank as the surviving entity after the merger. See, <https://www.occ.treas.gov/topics/licensing/interpretations-and-actions/2018/interpretations-and-actions-jan-2018.html>. See also, 12 U.S.C. § 35; 12 CFR 5.24 and 12 U.S.C. § 1828 et seq.

3. Plaintiff provided credit to Defendant through an American Express Amazon Business Prime Card, American Express Blue Business Plus Credit Card, American Express Blue Business Plus Credit Card, American Express SimplyCash Plus Business Credit Card, American Express Gold Card. The agreements for the American Express Amazon Business Prime Card, American Express Blue Business Plus Credit Card, American Express Blue Business Plus Credit Card, American Express SimplyCash Plus Business Credit Card, American Express Gold Card are based on a written Cardmember Agreement for each card.
4. Jurisdiction and venue are proper in this matter.

Count I (Breach of Contract)

5. Plaintiff, American Express National Bank, incorporates the allegations of Paragraphs 1-4 as though fully set forth at length.

6. American Express extended credit to Tufano by way of a(n) American Express Amazon Business Prime Card, Account Number , last four digits of which are xxxx-xxxxxx-2009, (herein referred to as the "Account") at Tufano's specific request pursuant to the terms of a written Cardmember Agreement (herein referred to as the "Agreement Between Amazon Business Prime Cardmember and American Express National Bank"). A true copy of the Agreement Between Amazon Business Prime Cardmember and American Express National Bank is attached hereto as Exhibit "A". This agreement was accepted by Tufano, and enabled them to make purchases and/or cash advances.

7. The terms of the Cardmember Agreement, Agreement Between Amazon Business Prime Cardmember and American Express National Bank, and American Express include the following:

- a. to pay all amounts charged to the Account by either Tufano or any additional cardmember or additional account user;
- b. to pay finance charges on unpaid balances;
- c. to pay the "Minimum Amount Due" by the due date indicated on the monthly billing statements mailed by or on behalf of American Express;
- d. that if the Minimum Amount Due was not paid by the date given on the monthly statements the Account would become delinquent and American Express could assess late fees and declare the Account in default (as that terms is used in the Agreement Between Amazon Business Prime Cardmember and American Express National Bank);
- e. that once Tufano are in default on the Account, American Express may declare

the entire balance immediately due;

8. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.

9. Tufano is currently in default under the terms of the Agreement Between Amazon Business Prime Cardmember and American Express National Bank with American Express by, without limitation, failing to make payment pursuant to the terms of the Agreement Between Amazon Business Prime Cardmember and American Express National Bank.

10. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed American Express, as set forth in the monthly statements, is true and correct.

11. At the time of default, Tufano was and remain indebted to American Express in the amount of \$9,126.96 as reflected on the statement of account attached hereto and marked Exhibit "B" (the "Amazon Business Prime Card Statement"). The substance of the Amazon Business Prime Card Statement includes, without limitation, any and all charges, credits, payments, finance charges and late fees relating to Tufano's account which was kept in the ordinary course of business and summarized as the "previous balance".
12. Although demand has been made upon Tufano for payment of the balance of \$9,126.96, Tufano has failed and refuses to pay same.
13. By reason of the foregoing, American Express is entitled to judgment against Tufano for the sum of \$9,126.96 for breach of contract, plus court costs.

WHEREFORE, American Express National Bank demands judgment against Frank Tufano,

in the amount of \$9,126.96 together with costs of this action.

Count II (Account Stated)

14. Plaintiff, American Express National Bank, incorporates the allegations of paragraphs 1-13 as set though set forth at length.
15. American Express provided credit to Tufano by way of an American Express Amazon Business Prime Card, last four digits of which are Account Number xxxx-xxxxxx-x2009 (herein referred to as the "Account") at Tufano's specific request.
16. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.
17. At the time of default, Tufano was and remains indebted to American Express in the amount of \$9,126.96 as reflected on the statement of account attached hereto and marked Exhibit "B " (the "Amazon Business Prime Card"). The substance of the Amazon

Business Prime Card Statement includes, without limitation, any and all charges, credits and payments relating to Tufano's Account, which was kept in the ordinary course of business and summarized as the "previous balance".

18. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed to American Express, as set forth in the monthly statements, is true and correct.

19. Although demand has been made upon Tufano for payment of the balance of \$9,126.96, Tufano has failed and refuses to pay same.

20. By reason of the foregoing, American Express, is entitled to judgment against Tufano for an account stated in the amount of \$9,126.96 plus court costs.

Count III (Breach of Contract)

21. Plaintiff, American Express National Bank, incorporates the allegations of Paragraphs 1-20 as though fully set forth at length.

22. American Express extended credit to Tufano by way of a(n) American Express Blue Business Plus Credit Card, Account Number , last four digits of which are xxxx-xxxxxx-x6003, (herein referred to as the "Account") at Tufano's specific request pursuant to the terms of a written Cardmember Agreement (herein referred to as the "Business Charge Card Agreement"). A true copy of the Business Charge Card Agreement is attached hereto as Exhibit "C". This agreement was accepted by Tufano, and enabled them to make purchases and/or cash advances.

23. The terms of the Cardmember Agreement, Business Charge Card Agreement and American Express, include the following:

- a. to pay all amounts charged to the Account by either Tufano or any additional cardmember or additional account user;
- b. to pay finance charges on unpaid balances;
- c. to pay the "Minimum Amount Due" by the due date indicated on the monthly billing statements mailed by or on behalf of American Express;
- d. that if the Minimum Amount Due was not paid by the date given on the monthly statements the Account would become delinquent and American Express could assess late fees and declare the Account in default (as that terms is used in the Business Charge Card Agreement);
- e. that once Tufano are in default on the Account, American Express may declare the entire balance immediately due;

24. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.

25. Tufano is currently in default under the terms of the Business Charge Card Agreement with American Express by, without limitation, failing to make payment pursuant to the terms of the Business Charge Card Agreement.

26. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed American Express, as set forth in the monthly statements, is true and correct.

27. At the time of default, Tufano was and remain indebted to American Express in the amount of \$342,682.11 as reflected on the statement of account attached hereto and marked Exhibit "D" (the "Blue Business Plus Credit Card Statement"). The substance of the Blue Business Plus Credit Card Statement includes, without limitation, any and all

charges, credits, payments, finance charges and late fees relating to Tufano's account which was kept in the ordinary course of business and summarized as the "previous balance".

28. Although demand has been made upon Tufano for payment of the balance of \$342,682.11, Tufano has failed and refuses to pay same.

29. By reason of the foregoing, American Express is entitled to judgment against Tufano for the sum of \$342,682.11 for breach of contract, plus court costs.

WHEREFORE, American Express National Bank demands judgment against Frank Tufano, in the amount of \$342,682.11 together with costs of this action.

Count IV (Account Stated)

30. Plaintiff, American Express National Bank, incorporates the allegations of paragraphs 1-

29 as set forth at length.

31. American Express provided credit to Tufano by way of an American Express Blue Business Plus Credit Card, last four digits of which are Account Number xxxx-xxxxxx-x6003 (herein referred to as the "Account") at Tufano's specific request.

32. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.

33. At the time of default, Tufano was and remains indebted to American Express in the amount of \$342,682.11 as reflected on the statement of account attached hereto and marked Exhibit "D" (the "Blue Business Plus Credit Card"). The substance of the Blue Business Plus Credit Card Statement includes, without limitation, any and all charges, credits and payments relating to Tufano's Account, which was kept in the ordinary course of business and summarized as the "previous balance".

34. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed to American Express, as set forth in the monthly statements, is true and correct.
35. Although demand has been made upon Tufano for payment of the balance of \$342,682.11, Tufano has failed and refuses to pay same.
36. By reason of the foregoing, American Express, is entitled to judgment against Tufano for an account stated in the amount of \$342,682.11 plus court costs.

WHEREFORE, American Express National Bank demands judgment against Frank Tufano in the amount of \$342,682.11 together with costs of this action.

Count V (Breach of Contract)

37. Plaintiff, American Express National Bank, incorporates the allegations of Paragraphs 1-36 as though fully set forth at length.

38. American Express extended credit to Tufano by way of a(n) American Express Blue Business Plus Credit Card, Account Number , last four digits of which are xxxx-xxxxxx-x3006, (herein referred to as the "Account") at Tufano's specific request pursuant to the terms of a written Cardmember Agreement (herein referred to as the "Blue Business Plus Card Agreement Between Cardmember and American Express National Bank"). A true copy of the Blue Business Plus Card Agreement Between Cardmember and American Express National Bank is attached hereto as Exhibit "E". This agreement was accepted by Tufano, and enabled them to make purchases and/or cash advances.

39. The terms of the Cardmember Agreement, Blue Business Plus Card Agreement Between Cardmember and American Express National Bank, and American Express include the following:

- a. to pay all amounts charged to the Account by either Tufano or any additional cardmember or additional account user;
- b. to pay finance charges on unpaid balances;
- c. to pay the "Minimum Amount Due" by the due date indicated on the monthly billing statements mailed by or on behalf of American Express;
- d. that if the Minimum Amount Due was not paid by the date given on the monthly statements the Account would become delinquent and American Express could assess late fees and declare the Account in default (as that terms is used in the

Blue Business Plus Card Agreement Between Cardmember and American Express National Bank);

- e. that once Tufano are in default on the Account, American Express may declare the entire balance immediately due;

40. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.

41. Tufano is currently in default under the terms of the Blue Business Plus Card Agreement Between Cardmember and American Express National Bank by, without limitation, failing to make payment pursuant to the terms of the Blue Business Plus Card Agreement Between Cardmember and American Express National Bank.

42. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed American Express, as set forth in the monthly statements, is true and correct.

43. At the time of default, Tufano was and remain indebted to American Express in the amount of \$473.56 as reflected on the statement of account attached hereto and marked Exhibit "G" (the "Blue Business Plus Credit Card Statement"). The substance of the Blue Business Plus Credit Card Statement includes, without limitation, any and all charges, credits, payments, finance charges and late fees relating to Tufano's account which was kept in the ordinary course of business and summarized as the "previous balance".

44. Although demand has been made upon Tufano for payment of the balance of \$473.56, Tufano has failed and refuses to pay same.

45. By reason of the foregoing, American Express is entitled to judgment against Tufano for the sum of \$473.56 for breach of contract, plus court costs.

WHEREFORE, American Express National Bank demands judgment against Frank Tufano, in the amount of \$473.56 together with costs of this action.

Count VI (Account Stated)

46. Plaintiff, American Express National Bank, incorporates the allegations of paragraphs 1-45 as set though set forth at length.

47. American Express provided credit to Tufano by way of an American Express Blue Business Plus Credit Card, last four digits of which are Account Number xxxx-xxxxxx-x3006 (herein referred to as the "Account") at Tufano's specific request.

48. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.

49. At the time of default, Tufano was and remains indebted to American Express in the amount of \$473.56 as reflected on the statement of account attached hereto and marked Exhibit "G" (the "Blue Business Plus Credit Card"). The substance of the Blue Business Plus Credit Card Statement includes, without limitation, any and all charges, credits and payments relating to Tufano's Account, which was kept in the ordinary course of business and summarized as the "previous balance".

50. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed to American Express, as set forth in the monthly statements, is true and correct.

51. Although demand has been made upon Tufano for payment of the balance of \$473.56, Tufano has failed and refuses to pay same.

52. By reason of the foregoing, American Express, is entitled to judgment against Tufano for an account stated in the amount of \$473.56 plus court costs.

WHEREFORE, American Express National Bank demands judgment against Frank Tufano in the amount of \$473.56 together with costs of this action.

Count VII (Breach of Contract)

53. Plaintiff, American Express National Bank, incorporates the allegations of Paragraphs 1-52 as though fully set forth at length.

54. American Express extended credit to Tufano by way of a(n) American Express SimplyCash Plus Business Credit Card, Account Number , last four digits of which are xxxx-xxxxxx-x1009, (herein referred to as the "Account") at Tufano's specific request pursuant to the terms of a written Cardmember Agreement (herein referred to as the

"American Express SimplyCash Plus Business Credit Card Agreement"). A true copy of the American Express SimplyCash Plus Business Credit Card Agreement is attached hereto as Exhibit "H". This agreement was accepted by Tufano, and enabled them to make purchases and/or cash advances.

55. The terms of the Cardmember Agreement, American Express SimplyCash Plus Business Credit Card Agreement, and American Express include the following:

- f. to pay all amounts charged to the Account by either Tufano or any additional cardmember or additional account user;
- g. to pay finance charges on unpaid balances;
- h. to pay the "Minimum Amount Due" by the due date indicated on the monthly billing statements mailed by or on behalf of American Express;

i. that if the Minimum Amount Due was not paid by the date given on the monthly statements the Account would become delinquent and American Express could assess late fees and declare the Account in default (as that term is used in the American Express SimplyCash Plus Business Credit Card Agreement);

- j. that once Tufano are in default on the Account, American Express may declare the entire balance immediately due;

56. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.

57. Tufano is currently in default under the terms of the American Express SimplyCash Plus Business Credit Card Agreement by, without limitation, failing to make payment pursuant to the terms of the American Express SimplyCash Plus Business Credit Card Agreement.

58. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed American Express, as set forth in the monthly statements, is true and correct.

59. At the time of default, Tufano was and remain indebted to American Express in the amount of \$312.48 as reflected on the statement of account attached hereto and marked Exhibit "H" (the "SimplyCash Plus Business Credit Card Statement"). The substance of the SimplyCash Plus Business Credit Card Statement includes, without limitation, any and all charges, credits, payments, finance charges and late fees relating to Tufano's account which was kept in the ordinary course of business and summarized as the "previous balance".

60. Although demand has been made upon Tufano for payment of the balance of \$312.48,

Tufano has failed and refuses to pay same.

61. By reason of the foregoing, American Express is entitled to judgment against Tufano for the sum of \$312.48 for breach of contract, plus court costs.

WHEREFORE, American Express National Bank demands judgment against Frank Tufano, in the amount of \$312.48 together with costs of this action.

Count VIII (Account Stated)

62. Plaintiff, American Express National Bank, incorporates the allegations of paragraphs 1-61 as set though set forth at length.

63. American Express provided credit to Tufano by way of an American Express SimplyCash Plus Business Credit Card, last four digits of which are Account Number xxxx-xxxxxx-x1009 (herein referred to as the "Account") at Tufano's specific request.

64. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.

65. At the time of default, Tufano was and remains indebted to American Express in the amount of \$312.48 as reflected on the statement of account attached hereto and marked Exhibit "H" (the "SimplyCash Plus Business Credit Card"). The substance of the SimplyCash Plus Business Credit Card Statement includes, without limitation, any and all charges, credits and payments relating to Tufano's Account, which was kept in the ordinary course of business and summarized as the "previous balance".

65. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed to American Express, as set forth in the monthly statements, is true and correct.

66. Although demand has been made upon Tufano for payment of the balance of \$312.48, Tufano has failed and refuses to pay same.

67. By reason of the foregoing, American Express, is entitled to judgment against Tufano for an account stated in the amount of \$312.48 plus court costs.

WHEREFORE, American Express National Bank demands judgment against Frank Tufano in the amount of \$312.48 together with costs of this action.

Count IX (Breach of Contract)

68. Plaintiff, American Express National Bank, incorporates the allegations of Paragraphs 1-67 as though fully set forth at length.

69. American Express extended credit to Tufano by way of a(n) American Express Gold Card, Account Number , last four digits of which are xxxx-xxxxxx-x4002, (herein referred to as the "Account") at Tufano's specific request pursuant to the terms of a written Cardmember Agreement (herein referred to as the "Agreement Between Gold Cardmember and American Express National Bank"). A true copy of the Agreement Between Gold Cardmember and American Express National Bank is attached hereto as Exhibit "I". This agreement was accepted by Tufano, and enabled them to make purchases and/or cash advances.

70. The terms of the Cardmember Agreement, Agreement Between Gold Cardmember and American Express National Bank, and American Express include the following:

k. to pay all amounts charged to the Account by either Tufano or any additional

cardmember or additional account user;

l. to pay finance charges on unpaid balances;

m. to pay the "Minimum Amount Due" by the due date indicated on the monthly billing statements mailed by or on behalf of American Express;

n. that if the Minimum Amount Due was not paid by the date given on the monthly statements the Account would become delinquent and American Express could assess late fees and declare the Account in default (as that terms is used in the Agreement Between Gold Cardmember and American Express National Bank);

o. that once Tufano are in default on the Account, American Express may declare the entire balance immediately due;

71. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.

72. Tufano is currently in default under the terms of the Agreement Between Gold Cardmember and American Express National Bank by, without limitation, failing to make payment pursuant to the terms of the Agreement Between Gold Cardmember and American Express National Bank.

73. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed American Express, as set forth in the monthly statements, is true and correct.

74. At the time of default, Tufano was and remain indebted to American Express in the amount of \$5,128.23 as reflected on the statement of account attached hereto and marked Exhibit "J" (the "Amazon Business Prime Card Statement"). The substance of the American Express Gold Card Statement includes, without limitation, any and all charges,

credits, payments, finance charges and late fees relating to Tufano's account which was kept in the ordinary course of business and summarized as the "previous balance".

75. Although demand has been made upon Tufano for payment of the balance of \$5,128.23, Tufano has failed and refuses to pay same.

76. By reason of the foregoing, American Express is entitled to judgment against Tufano for the sum of \$5,128.23 for breach of contract, plus court costs.

WHEREFORE, American Express National Bank demands judgment against Frank Tufano, in the amount of \$5,128.23 together with costs of this action.

Count X (Account Stated)

77. Plaintiff, American Express National Bank, incorporates the allegations of paragraphs 1-76 as set though set forth at length.

78. American Express provided credit to Tufano by way of an American Express Gold Card, last four digits of which are Account Number xxxx-xxxxxx-x4002 (herein referred to as the "Account") at Tufano's specific request.

79. Tufano agreed to pay for the charges incurred on this credit card as they were billed by American Express.

80. At the time of default, Tufano was and remains indebted to American Express in the amount of \$5,128.23 as reflected on the statement of account attached hereto and marked Exhibit "J" (the "American Express Gold Card"). The substance of the American Express Gold Card Statement includes, without limitation, any and all charges, credits and payments relating to Tufano's Account, which was kept in the ordinary course of business and summarized as the "previous balance".

81. Tufano received the monthly statements without giving protest or indication that they were erroneous in any respect. Tufano thereby acknowledged that the debt owed to American Express, as set forth in the monthly statements, is true and correct.

82. Although demand has been made upon Tufano for payment of the balance of \$5,128.23, Tufano has failed and refuses to pay same.

83. By reason of the foregoing, American Express, is entitled to judgment against Tufano for an account stated in the amount of \$5,128.23 plus court costs.

WHEREFORE, American Express National Bank demands judgment against Frank Tufano in the amount of \$5,128.23 together with costs of this action.

WHEREFORE, all together, Plaintiff(s), American Express National Bank demands judgment against the Defendant(s), Frank Tufano, in the total amount of \$357,723.34 together with costs of this action. Plaintiff(s), American Express National Bank demands judgment against the Defendant(s), in the amount of \$9,126.96 as to account ending in 2009. Plaintiff(s), American Express National Bank demands judgment against the Defendant(s), in the amount of \$342,682.11 as to account ending in 6003. Plaintiff(s), American Express National Bank demands judgment against the Defendant(s), in the amount of \$473.56 as to account ending in 3006. Plaintiff(s), American Express National Bank demands judgment against the Defendant(s), in the amount of \$312.48 as to account ending in 1009. Plaintiff(s), American Express National Bank demands judgment against the Defendant(s), in the amount of \$5,128.23 as to account ending in 4002.

WHEREFORE, all together, Plaintiff(s), American Express National Bank demands judgment against the Defendant(s), Frank Tufano, in the total amount of \$357,723.34 together with costs of this action.

Date: October 14, 2025

Respectfully submitted,



Alexander Fink, Esquire
American Express Legal
Attorney for Plaintiff

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: ALEXANDER FINK, ESQ

Signature: 

Name: ALEXANDER FINK

Attorney No. (if applicable): 329697

LAUREN M. MALEN
CLERK OF JUDICIAL
RECORDS CIVIL DIVISION
2026 MAR 11 P 12:38

VERIFICATION

Mehdi Touhidi, deposes and says that he is the Custodian of Records and is authorized to make this verification on behalf of the Plaintiff, and that the facts set forth in the Complaint are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to penalties of 18 Pa. C.S.§4904 relating to unsworn falsifications to authorities.

Date:

Mehdi Touhidi
Custodian of Records

Amazon Business Prime Card
 Cardmember Name: FRANK TUFANO
 Credit Limit: \$10,000 (Cash Advance Limit: \$2,000)
Rates and Fees Table

Company Name: FRANK TUFANO
 Account Ending In: 1001
 Issuer: American Express National Bank

Interest Rates	
Annual Percentage Rate (APR) for Purchases	24.49% (Prime Rate + 18.99%) This APR will vary based on the Prime Rate.
APR for Cash Advances	27.24% (Prime Rate + 21.74%) This APR will vary based on the Prime Rate.
Penalty APR and When it Applies	29.99% (Prime Rate + 25.99%) This APR will vary based on the Prime Rate. This APR will apply, subject to the following paragraph, to all balances on your account if you: 1) make a payment that is returned; 2) make 2 late payments in 12 months; or 3) do not make the Minimum Payment due by the closing date of the billing period in which it is due. When Does the Penalty APR Apply to Payment Terms Purchases? If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, to Payment Terms purchases from the day after the Payment Terms period ends and for the remaining duration that the Penalty APR applies. See <i>When we charge interest</i> in Part 2. How Long Will the Penalty APR Apply? If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire standard balance by the due date each month. Payment Terms purchases will be included in the standard balance after their Payment Terms period has expired. We will not charge you interest on Payment Terms purchases during their Payment Terms period. We will begin charging interest on cash advances on the transaction date.
Fees	
Annual Membership Fee	None
Transaction Fees	
• Cash Advance	Either \$5 or 3% of the amount of each cash advance, whichever is greater.
• Foreign Transaction	None
Penalty Fees	
• Late Payment	Up to \$38.
• Returned Payment	\$38
• Overlimit	None

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

How Rates and Fees Work

Rates																	
Calculating APRs and DPRs	<p>The Annual Percentage Rate (<i>APR</i>) 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 (<i>DPR</i>) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.</p> <table border="1"> <thead> <tr> <th>Rate Description</th> <th>Prime + Margin</th> <th>APR</th> <th>DPR</th> </tr> </thead> <tbody> <tr> <td>Purchase</td> <td>Prime + 18.99%</td> <td>24.49%</td> <td>0.0671%</td> </tr> <tr> <td>Cash Advance</td> <td>Prime + 21.74%</td> <td>27.24%</td> <td>0.0746%</td> </tr> <tr> <td>Penalty</td> <td>Prime + 25.99%*</td> <td>29.99%</td> <td>0.0822%</td> </tr> </tbody> </table> <p>*The variable penalty APR will not exceed 29.99%</p>	Rate Description	Prime + Margin	APR	DPR	Purchase	Prime + 18.99%	24.49%	0.0671%	Cash Advance	Prime + 21.74%	27.24%	0.0746%	Penalty	Prime + 25.99%*	29.99%	0.0822%
Rate Description	Prime + Margin	APR	DPR														
Purchase	Prime + 18.99%	24.49%	0.0671%														
Cash Advance	Prime + 21.74%	27.24%	0.0746%														
Penalty	Prime + 25.99%*	29.99%	0.0822%														
When the penalty APR will apply	<p>The penalty APR applies, subject to the paragraph below, to all balances on your account if:</p> <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due; • you do not pay at least the Minimum Payment Due by the Payment Due Date 2 times in 12 billing periods; or • your payment is returned by your bank. <p>If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, to Payment Terms purchases from the day after the Payment Terms period ends and for the remaining duration that the Penalty APR applies. See <i>When we charge interest</i> in Part 2.</p>																
How long the penalty APR will apply	The penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.																
Fees																	
We add fees to a purchase balance, unless we tell you otherwise.																	
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1.																
Late Payment	Up to \$38. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$38. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.																
Returned Payment	\$38 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.																
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.																
Overlimit	None. See <i>Credit limit and cash advance limit</i> in Part 2.																
Cash Advance	3% of the withdrawal and other services you obtain (including any fee charged by the ATM operator), with a minimum of \$5. We will add this fee to the cash advance balance.																
Foreign Transaction	None																

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

Supplement to the Cardmember Agreement

How Your Reward Program Works

Amazon Business American Express Card

Amazon Prime membership and your Card

We determine your rewards status based on whether the Amazon.com or Amazon Business account through which you applied for your Card (your "Amazon account") has an eligible Prime membership. Additional Cards on your Account will have the same rewards status as your Card.

Your rewards status will change if your Prime membership changes (for example, if your eligible Prime membership ends). Your rewards status will be updated within 48 hours after a change to your eligible Prime membership.

See the Amazon Rewards Program Agreement at americanexpress.com/amazonrewards (the "Rewards Program Terms") for information about eligible Prime membership and information about how to confirm your rewards status.

If your Amazon account has an eligible Prime membership at the time your Card application is submitted, you will be issued a Card with Prime branding. If your Amazon account does not have an eligible Prime membership at the time your Card application is submitted, you will be issued a Card without Prime branding.

If your rewards status changes, we may, but are not required to, send you a new Card branded to reflect your rewards status. If we send you a new Card, your account number will remain the same.

Your rewards status when you make a purchase, and not the branding on your Card or Card communications, will determine whether you will receive the benefits associated with eligible Prime membership for that purchase.

Your rewards options on designated Amazon properties

When using your Card for eligible purchases on designated Amazon properties, you will have the option to either (i) earn % Back rewards on your purchase or (ii) select Payment Terms for a fixed period of time. We refer to this option as your rewards option. You will not earn % Back rewards on any purchase for which you choose Payment Terms.

See the Rewards Program Terms for information on eligible purchases and the designated Amazon properties.

Your default selection for your rewards option will initially be set to earn % Back rewards. See the Rewards Program Terms for information on how you may update your default rewards selection. For some purchases on designated Amazon properties, you may be allowed to select your rewards option at the point of sale. In those instances, only your selection at point of sale will be honored, even if it differs from your default selection. Additional Cardmembers cannot select the rewards option at the point of sale in the same way the Basic Cardmember can; the selected default rewards option will apply to such purchases. You cannot change the rewards option which is applied to your purchase, or to a purchase made by an Additional Cardmember, after the applicable purchase has been made.

Payment Terms option

If you have an eligible Prime membership at the time of purchase, and you select the Payment Terms option, or if your default selection for Payment Terms applies, payment will be due no less than **90 days** from the date of purchase.

If you do not have an eligible Prime membership at the time of purchase, and you select the Payment Terms option, or if your default selection for Payment Terms applies, payment will be due no less than **60 days** from the date of purchase.

Payment Terms balances are included in your Minimum Payment Due calculation.

See How we calculate your Minimum Payment Due and When we charge interest section in Part 2 of the Agreement.

% Back rewards

% Back rewards are governed by this Agreement and the Rewards Program Terms. If you select the % Back rewards option during the checkout process, or if your default selection for % Back rewards applies, you will earn % Back rewards on that purchase.

You may simply see "% Back" in marketing materials when referring to the rewards you can earn.

Detail of Changes to Your Cardmember Agreement

This notice amends your American Express Cardmember Agreement ("*Agreement*") as described below. Any terms in the Cardmember Agreement conflicting with this change are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

Late Payment Fees and Returned Payment Fees

Effective **September 1, 2019**, the *Fees* section on page 1 of Part 1 of the Cardmember Agreement is amended by deleting the *Penalty Fees* row and replacing it with the following:

Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39 . \$39 .
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Late Payment Fee

Effective **September 1, 2019**, the *Fees* section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the *Late Payment* row in its entirety and replacing it with the following:

Late Payment	Up to \$39. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$39. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.
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Returned Payment Fee

Effective **September 1, 2019**, the *Fees* section on page 2 of Part 1 of the Cardmember Agreement is amended by deleting the *Returned Payment* row and replacing it with the following:

Returned Payment	\$39 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.
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How Your American Express Account Works

Introduction

About your Cardmember Agreement

This document together with Part 1 make up the Cardmember Agreement (*Agreement*) for the *Account* identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.

When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.

Words we use in the Agreement

We, us, and **our** mean the issuer shown on page 1 of Part 1. Except as provided below, **Basic Cardmember** means the person who applied for this Account or to whom we address billing statements. **Company** means the business for which the Account is established. **You** and **your** mean the Basic Cardmember and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.

To **pay** by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see *About your payments* in Part 2).

We may refer to the Card as the *Amazon Business American Express Card* or the *Amazon Business Prime American Express Card*. All terms and conditions that apply to the Amazon Business American Express Card also apply to the Amazon Business Prime American Express Card.

Card means any card or other device that we issue to access the Account. A **charge** is any amount added to the Account, such as purchases, cash advances, balance transfers, fees and interest charges. A **purchase** is a charge for goods or services. A **cash advance** is a charge to get cash or cash equivalents, including travelers cheques, gift cheques, foreign currency, money orders, casino gaming chips, race track wagers or similar offline and online betting transactions. A **balance transfer** is a charge to pay an amount you owe on another credit card account. **Payment Terms** means that a charge associated with a purchase subject to Payment Terms will not become due and will not begin to accrue interest for a predetermined period of time. A **Payment Terms purchase** is a purchase to which Payment Terms applies under this Agreement. The **Payment Terms period** is the period during which a Payment Terms purchase will not accrue interest. The end of a Payment Terms period will be indicated by "subject to interest after MM/DD/YYYY" on your statement. After its Payment Terms period expires, a Payment Terms purchase is treated like other purchases. Your **standard balance** includes all billed amounts other than current Payment Terms purchases.

Additional Cardmembers

At your request, we may issue cards to *Additional Cardmembers*. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.

You authorize us to give Additional Cardmembers information about the Account and to discuss it with them.

You are responsible for all use of the Account by Additional Cardmembers and anyone they allow to use the Account. You must pay for all charges they make. You must share this agreement with all Additional Cardmembers.

If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.

You must tell Additional Cardmembers that:

- we may obtain, provide and use information about them.
- their use of the Account is subject to this Agreement.

We may refer to *Additional Card(s)* and *Additional Cardmember(s)* as *Employee Card(s)* and *Employee Cardmember(s)*. All terms and conditions that apply to Additional Cards also apply to Employee Cards.

Replacement Basic Cardmember

You must tell us if the Basic Cardmember is no longer an employee or officer of the Company or does not want to be the Basic Cardmember. In that case, you must either close the Account, or propose another person to replace the Basic Cardmember.

obligations and liabilities of the Basic Cardmember under this Agreement, as of the date that such person replaces the Basic Cardmember. That person is subject to our approval.

If you propose another person to replace the Basic Cardmember, that person must agree to assume the

You agree that the Basic Cardmember remains the Basic Cardmember until we approve a replacement or the Account is closed.

About using your card

Using the card

Cards may be used for purchases. At our discretion, we may permit you to make cash advances or balance transfers. You cannot transfer balances from any other account issued by us and/or our affiliates. Each Cardmember acknowledges and agrees that, cards are intended to be used for the Company's commercial or business purposes.

You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:

- the merchant may charge your account at regular intervals; or
- you may make charges using that stored card information.

We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.

Keep the cards safe. Do not let anyone use them. If a card is lost or stolen or the Account is being used without permission, contact us right away. The Account may not be used for illegal activities.

Promise to pay

You promise to pay all charges, including:

- charges you make, even if you do not present your card or sign for the transaction,
- charges that other people make, whether or not you or an Additional Cardmember intend to let them use the Account, subject to applicable law, and if you let them use your Account, and
- charges that Additional Cardmembers make or permit others to make.

Credit limit and cash advance limit

We assign a *Credit Limit* to the Account. We may make part of the Credit Limit available for cash advances (*Cash Advance Limit*). There may also be a limit on the amount you can withdraw from ATMs in a given period. The Credit Limit and Cash Advance Limit are shown on page 1 of Part 1 and on each billing statement.

We may increase or reduce the Credit Limit and Cash Advance Limit. We may do so even if you pay on time and the Account is not in default.

You agree to manage the Account so that:

- the Account balance (including fees and interest) is not more than the Credit Limit, and
- the cash advance balance (including fees and interest) is not more than the Cash Advance Limit.

We may approve charges that cause the Account balance to go over the Credit Limit. If we do this, we will not charge an overlimit fee. If we ask you to promptly pay the amount of the Account balance above the Credit Limit, you agree to do so.

Declined transactions

We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if the charge would not cause you to go over your Credit Limit and your Account is not in default.

We are not responsible for any losses you or any Additional Cardmembers incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.

About your payments

When you must pay

You must pay at least the Minimum Payment Due by the Payment Due Date. The Minimum Payment Due and Payment Due Date are shown on each billing statement.

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. For your payment to be considered on time, we must receive at least the Minimum Payment Due in such time and

manner by the Payment Due Date shown on your billing statement.

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 the billing statement, and
- write the 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 the Account as of the day we receive it, as long as we receive it by the time disclosed in the

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 the 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

Your Account may have balances with different interest rates. For example, purchases may have a lower interest rate than cash advances. If your Account has balances with different interest rates, here is how we generally apply payments in a billing period:

- We apply your payments, up to the Minimum Payment Due, 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 your payments 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. For example, we apply a credit for a purchase to the purchase balance. Subject to the following paragraph, we may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose.

Any payments that are greater than the billed standard balance will first apply to other standard balances, including unbilled charges, then to any Payment Terms balances. Any excess payment originally applied to Payment Terms balances will be moved to any future standard balance that is established prior to the expiration of the Payment Terms period for such Payment Terms balance.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

To calculate the Minimum Payment Due for each statement, we start with the *higher* of:

- (1) interest charged on the statement plus 1% of the Total Balance (excluding any overlimit amount, penalty fees and interest on the statement); or
- (2) \$35.

Then we add any penalty fees shown on the statement and 1/24th of any overlimit amount, round to the nearest dollar, and add any amount past due.

Your Minimum Payment Due may also include any additional amount specified in a promotional offer. Your Minimum Payment Due will not exceed your Total Balance. You may pay more than the Minimum Payment Due, up to your Total Balance, at any time.

EXAMPLE: Assume that your Total Balance is \$3,000, interest is \$29.57, and you have no overlimit amount, penalty fees, or amounts past due.

(1) \$29.57 + 1% multiplied by (\$3,000 - \$29.57) = \$59.27
 (2) \$35

The higher of (1) or (2) is \$59.27, which rounds to \$59.00.

The Total Balance includes Payment Terms purchases. In some cases, payment of your Minimum Payment Due may reduce your Payment Terms purchases. See *How we apply payments and credits*.

About interest charges

When we charge interest

We charge interest beginning on the date of each transaction, except for Payment Terms purchases. We do not charge interest on Payment Terms purchases during the Payment Terms period. You can avoid paying interest on purchases as described below. However, you cannot avoid paying interest on cash advances and balance transfers.

After a Payment Terms purchase's Payment Terms period expires, the Payment Terms purchase is included in the standard balance and treated like a purchase. We charge interest on Payment Terms purchases beginning on the day after their Payment Terms period ends.

If you pay the standard balance on every statement by the Payment Due Date, we will not charge interest on future purchases.

If you do not pay the standard balance on a statement by the Payment Due Date and then you pay the standard balance on the next statement by the Payment Due Date, we will not charge interest on purchases from the date of your payment to the Closing Date of the billing period in which you made that payment. But we will charge interest on purchases from the beginning of that billing period

until the date of your payment. If you do not pay the standard balance on a statement by the Payment Due Date and then you pay the standard balance on each of the next two statements by their Payment Due Dates, we will not charge interest on purchases on the following statement.

Also, we will not charge interest on purchases on a statement if the previous balance on that statement is zero or a credit balance.

How we calculate interest

We calculate interest for a billing period by first calculating interest on each balance. Different categories of transactions—such as purchases and cash advances—may have different interest rates. Balances within each category may also have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to calculate 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) multiplied by
- Daily Periodic Rate (DPR) multiplied by
- 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% divided by 365 days = 0.0438%

The Interest is \$2,250 multiplied by 0.0438% multiplied by 30 days = \$29.57

Daily Balance

For each day a DPR is in effect, we calculate the daily balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits,
- subtracting any Payment Terms purchases; 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 calculating 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 calculate 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.

Determining the Prime Rate

We use the Prime Rate from the rates section of *The Wall Street Journal*. The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the Closing Date of the billing period.

The Wall Street Journal 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 *The Wall Street Journal* is no longer published, we may 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.

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.

Other important information**Changing the Agreement**

We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.

This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.

Converting charges made in a foreign currency

If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.

Changing your billing address

You must notify us immediately if you change the:

- mailing address, email address, telephone numbers, or fax numbers that we use to send you billing statements, notices or other communications.
 - legal entity of the Company.
 - tax identification number.
-

Closing your Account	<p>You may instruct us to close the Account by calling us or writing to us. The Basic Cardmember agrees to inform the Company prior to instructing us to do so.</p> <p>The Basic Cardmember and the Company remain jointly and severally liable for all Charges made on the Account.</p> <p>If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of</p>	<p>the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.</p> <p>If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.</p>
Cancelling or suspending your Account	<p>We may:</p> <ul style="list-style-type: none"> • cancel your Account, • suspend the ability to make charges, • cancel or suspend any feature on your Account. • notify merchants that your Account has been cancelled or suspended. <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 all cards.</p> <p>We may agree to reinstate the Account after a cancellation. If we do this, we may:</p> <ul style="list-style-type: none"> • reinstate any cards, including additional cards. • charge you any applicable fees, including annual fees. • charge you a fee for reinstating the Account.
About default	<p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> • you violate a provision of this Agreement, • you give us false information, • you file for bankruptcy, • you default under another agreement you have with us or an affiliate, • you become incapacitated or die, or • we believe you are unable or unwilling to pay your debts when due. 	<p>If we consider your Account in default, we may:</p> <ul style="list-style-type: none"> • suspend your ability to make charges, • cancel or suspend any feature on your Account, • cancel the Account and require you to pay the Account balance immediately. • require you to pay more than your Minimum Payment Due immediately.
Collection costs	<p>You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe or to protect ourselves from loss, harm or risk relating to default.</p>	
Credit reports	<p>You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.</p> <p>You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.</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>	
Sending you notices	<p>We send you notices through the U.S. mail (postage prepaid) or electronically using the information in our records. Any notice we send you is deemed given when deposited in the U.S. mail or when sent electronically. Additionally, we may send notices and information to Additional Cardmembers at their request.</p>	
We may contact you	<p>Servicing and Collections</p> <p>If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.</p> <p>Call monitoring</p> <p>We may monitor and record any calls between you and us.</p>	

About insurance products	<p>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.</p> <p>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.</p>
How we handle electronic debits from your checking account	<p>When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account.</p> <p>We may process the check electronically by transmitting to your financial institution:</p> <ul style="list-style-type: none"> • the amount, • the routing number, • the account number, and • the check serial number. <p>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.</p> <p>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.</p>
Contactless Transactions	Cards issued on your Account may be equipped to enable you to make tap and pay charges using contactless technology. You can request Cards that are not equipped with this capability. Also, we may deactivate this capability at any time.
Privacy Act of 1974 notice	Some federal agencies may accept the card under authority of statute. When you or Additional Cardmembers 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.
Changing the benefits	We have the right to add, modify or delete any benefit, service, or feature of the Account at our discretion.
Assigning the Agreement	We may sell, transfer or assign this Agreement and the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the Account or any of your obligations under this Agreement.
Assigning claims	If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You and any Additional Cardmembers agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardmembers must cooperate with us if we decide to do so.
We do not waive our rights	We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.
Governing law	Utah law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold the Account in Utah. We entered into this Agreement with you in Utah.
Notice to Oregon Residents	Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.
Notice for residents of Washington State	In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you and us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had

with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

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

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

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

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

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

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

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You

or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

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

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

Arbitration Procedures

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

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

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

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written *rejection notice* to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



Billing Dispute Procedure

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 2 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 will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will 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 will not try to collect the amount in question, nor 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 will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw* or *withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (ACH) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

How to stop AutoPay payments

The following terms do not apply to certain AutoPay programs and options where a business bank account is used for the transaction; and the specific terms and conditions of those programs and options will define any applicable notice and cancellation terms:

- (1) If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made.
- (2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.
- (3) If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions

Tell us AT ONCE if you believe that a transaction has been made without your permission using your card or information about your card account. Calling is the best way of keeping your possible losses down. You could

lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable).

Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration

The *Arbitration* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number,
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services

We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.

We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service. If you do, you must write to us at: American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

EXHIBIT "B"



Amazon Business Prime Card

FRANK TUFANO
FRANK TUFANO

Closing Date 09/16/25 Next Closing Date 10/17/25
Account Ending 2009



p. 1/5

Customer Care: 1-833-674-7268
TTY: Use Relay 711
Website: americanexpress.com

Payment Options:

Total Balance **\$9,126.96**

Pay the full balance, adjusted for payments, returns, credits and transactions since the last statement closing date. Includes Payment Terms Balance.

Standard Balance **\$9,126.96**

Pay this amount to avoid interest charges on future purchases. Standard Balance means Total Balance, excluding the current Payment Terms Balance.

Minimum Payment Due **\$843.98**

Amount to pay in order to keep your account in good standing. If you selected Payment Terms for any transactions you must still pay the minimum amount due. Includes the past due amount of \$752.98.

Payment Due Date **10/11/25**

For an updated rewards balance visit americanexpress.com

Account Summary

Previous Balance	\$9,126.96
Payments/Credits	-\$0.00
New Standard Bal. Charges	+\$0.00
New Payment Terms Charges	+\$0.00
Fees	+\$0.00
Interest Charges	+\$0.00

Total Balance	\$9,126.96
Minimum Payment Due	\$843.98

Credit Limit \$10,000.00

Cash Advance Limit \$0.00

Days in Billing Period: 30

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 10/11/25, you may have to pay a late fee of up to \$39.00 and your APRs may be increased to the Penalty APR of 29.99%.

See page 2 for important information about your account.

Your account is past due.

Please refer to the **IMPORTANT NOTICES** section.

This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.

Continued on page 3

Please fold on the perforation below, detach and return with your payment

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/
business

Pay by Phone
1-800-472-9297

Account Ending 2009

Enter 15 digit account # on all payments.
Make check payable to American Express.

FRANK TUFANO
FRANK TUFANO
25 DUNDAFF ST
CARBONDALE PA 18407-1820

Payment Due Date	Total Balance
10/11/25	\$9,126.96
	Standard Balance
	\$9,126.96
	Minimum Payment Due
	\$843.98

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031

\$ _____
Amount Enclosed

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. 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 on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

If you pay more than your Standard Balance: Any payments that are greater than the billed Standard Balance will first apply to other Standard Balance purchases, including unbilled charges, then to any Payment Terms balance. You can view unbilled charges through your Online Account at americanexpress.com. Any excess payment originally applied to Payment Terms balances will be moved to any future Standard Balance that is established, prior to the expiration of the Payment Terms period for such Payment Terms balance.

Paying Interest: Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire Standard Balance by the due date each month. Payment Terms purchases will be included in the Standard Balance after their Payment Terms period has expired. We will not charge you interest on Payment Terms purchases during their Payment Terms period. We will begin charging interest on cash advances on the transaction 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 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.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think 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:** 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 2 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 may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.

2. We will investigate your inquiry and will 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 will not try to collect the amount in question.

- 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 report you as delinquent if you do not pay the amount we think you owe.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit 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.

**Amazon Business Prime Card**FRANK TUFANO
FRANK TUFANO
Closing Date 09/16/25

Account Ending 2009

**Customer Care & Billing Inquiries**
International Collect
Cash Advance at ATMs Inquiries
Large Print & Braille Statements1-833-674-7268
1-623-492-3344
1-800-CASH-NOW
1-833-674-7268**Website:** americanexpress.com**Customer Care & Billing Inquiries**
P.O. BOX 981535
EL PASO, TX
79998-1535**Payments**
PO BOX 6031
CAROL STREAM IL
60197-6031**Hearing Impaired**Online chat at americanexpress.com or use Relay dial 711 and 1-833-674-7268**Payment Terms Balance Summary**

Includes purchases within the Total Balance that are interest-free. Purchases are grouped by billing cycle. All Payment Terms purchases must be paid in full by their respective due dates to avoid future interest charges. After the due date, the corresponding amount will be shown in your Standard Balance.

Total **\$0.00****Fees****Amount****Total Fees for this Period****\$0.00****Interest Charged****Amount****Total Interest Charged for this Period****\$0.00****About Trailing Interest**

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2025 Fees and Interest Totals Year-to-Date**Amount**

Total Fees in 2025

\$113.00

Total Interest in 2025

\$599.96

Interest Charge CalculationYour Annual Percentage Rate (APR) is the annual interest rate on your account.
Variable APRs will not exceed 29.99%.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	29.99% (v)	\$0.00	\$0.00

Interest Charge Calculation Continued

Your Annual Percentage Rate (APR) is the annual interest rate on your account.
Variable APRs will not exceed 29.99%.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Cash Advances	29.99% (v)	\$0.00	\$0.00
Total			\$0.00
(v) Variable Rate			



IMPORTANT NOTICES

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Business Gold Card
 Cardmember Name: FRANK TUFANO

Company Name:FRANKIE'S FREE RANGE

Account Ending In: 1004

Pay Over Time Limit: \$30,000

Rates and Fees Table

Issuer: American Express National Bank

Interest Rates on Pay Over Time Balance	
Annual Percentage Rate (APR)	15.74% (Prime Rate + 10.99%) This APR will vary based on the Prime Rate.
Penalty APR and When it Applies	29.99% (Prime Rate + 25.99%) This APR will vary based on the Prime Rate. This APR will apply to your account if: 1) you make a payment that is returned; 2) you make 2 late payments in 12 months; or 3) any minimum amount due remains unpaid for 2 billing periods in a row. How Long Will the Penalty APR Apply? If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.
How to Avoid Paying Interest	Your due date is at least 25 days after the close of each billing period. For transactions added automatically to a Pay Over Time balance, we will charge interest beginning on the date of each transaction. We will not charge you interest if you pay your entire balance by the due date each month.
Fees	
Annual Membership Fee	\$295
Transaction Fees	
• Foreign Transaction	None
Penalty Fees	
• Late Payment	\$39 or 2.99% of any past due Pay in Full amount, whichever is greater.
• Returned Payment	\$39.

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

How Rates and Fees Work

Rates for Pay Over Time balances		See <i>More about Pay Over Time</i> in Part 2 of this Agreement		
Calculating APRs and DPRs	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.			
	Rate Description	Prime + Margin	APR	DPR
	Annual Percentage Rate	Prime + 10.99%	15.74%	0.0431%
	Penalty APR	Prime + 25.99%*	29.99%	0.0822%
	*The variable penalty APR will not exceed 29.99%			
When the penalty APR will apply	The Penalty APR applies to Pay Over Time balances if: <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due 2 times in 12 billing periods, • 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 • your payment is returned by your bank. 			
How long the penalty APR will apply	The penalty APR will apply until after you have made timely payments with no returned payments for 12 billing periods in a row.			
Fees				
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. We will charge \$50 for the first Additional Business Gold Card and no annual membership fee for each Additional Business Gold Card thereafter. The maximum number of Additional Cards on an Account is 99.			
Late Payment	<p>\$39 if you do not pay the Amount Due (Minimum Payment Due if you have a Pay Over Time balance) on a billing statement before the next Closing Date.</p> <p>For each following Closing Date that an amount past due remains unpaid, we may charge a fee of the greater of \$39 or 2.99% of any past due Pay In Full amounts.</p> <p>Your late fee will not exceed the Amount Due or any limit established by applicable law.</p> <p>Paying late may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.</p>			
Returned Payment	\$39 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR for Pay Over Time balances. See <i>When the penalty APR will apply</i> above.			
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.			
Foreign Transaction	None			
How Pay Over Time Works				
About Pay Over Time See <i>More About Pay Over Time</i> in Part 2 of this Agreement for important additional information about the Pay Over Time feature.	<p>Pay Over Time allows you to pay eligible charges on your Account over time, with interest.</p> <p>At Account opening, the Pay Over Time feature on your Account is set to On. That means we will automatically place eligible purchases into your Pay Over Time balance.</p> <p>The feature allows you to alternate between On and Off settings. When turned Off, no new charges will be included in your Pay Over Time balance. You can change this setting by calling the number on the back of your Card.</p> <p>If you transfer to a new Card product with the same Account number at any time, you will remain eligible for Pay Over Time, and your current setting at the time of transfer will remain in effect on your new Card.</p>			

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

Notice of Updates to Additional Benefits of your Card

As described below, we will be making updates to your card benefits. These benefits are provided to you at no additional charge as part of your Card Membership. We encourage you to read this notice and file it for future reference. If you have any questions, please visit the website for each benefit below, or call the number on the back of your Card.

Premium Roadside Assistance

Effective 1/1/2020, Premium Roadside Assistance will be discontinued and will no longer be a benefit provided on this Card Account. Premium Roadside Assistance can still be used until **12/31/2019**. For terms and conditions, please visit americanexpress.com/raterms.

Travel Accident Insurance*

Effective 1/1/2020, Travel Accident Insurance will no longer be a benefit provided on this Card Account. This means any eligible travel purchases made on or after **1/1/2020** will not be covered by Travel Accident Insurance. Eligible travel purchases made prior to **1/1/2020** will still be covered by Travel Accident Insurance.

*Travel Accident Insurance is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/taiterms.

Extended Warranty*

For eligible purchases made on and after **1/1/2020** the following will occur:

- If the original manufacturer's warranty is less than one (1) year, we will match the length of that warranty.
- If the original manufacturer's warranty is between one (1) year and five (5) years, we will increase coverage to provide one (1) additional year of warranty.

For eligible purchases made on or after **8/1/2018** but prior to **1/1/2020** the following will occur:

- If the original manufacturer's warranty is less than two (2) years, we will match the length of that warranty.
- If the original manufacturer's warranty is between two (2) years and five (5) years, we will provide two (2) additional years of warranty**.

*Extended Warranty is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/ewterms.

**For residents of Indiana, Guam, Puerto Rico, and Northern Mariana Islands, your coverage will match the original warranty period for warranties of less than one (1) year or provide one (1) additional year if the warranty is between one (1) and five (5) years.

The benefit is limited to the actual amount charged to your Card for the item, up to a maximum of \$10,000; not to exceed \$50,000 per Card Member account per calendar year.

Purchase Protection*

For eligible purchases made on and after **1/1/2020** the coverage duration on eligible purchases will be 90 days.

For eligible purchases made prior to **1/1/2020**, the coverage duration on eligible purchases will be 120 days**.

*Purchase Protection is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/ppterms.

**For residents of New York, Indiana, Guam, Puerto Rico, and Northern Mariana Islands coverage duration is 90 days.

Return Protection

Effective 1/1/2020, Return Protection will no longer be a benefit provided on this Card Account. This means any purchases made on or after **1/1/2020** will not be covered by Return Protection. Eligible purchases made prior to **1/1/2020** will still be covered by Return Protection for up to 90 days from the original purchase. For terms and conditions, please visit americanexpress.com/rpterms.

Trip Delay Insurance

Effective 1/1/2020, if a round-trip is purchased with your Covered Card on or after the effective date and is delayed for more than twelve (12) hours due to a Covered Loss, you can be reimbursed up to \$300 per Covered Trip for certain reasonable additional expenses, including meals and accommodations during your delay. Coverage is secondary to and in excess of any other applicable insurance or benefit. For more information about the coverage you may be eligible to receive, please visit americanexpress.com/TDTerms to see benefits specific to your Card*.

*Benefits are subject to terms, conditions and limitations, including limitations on the amount of coverage. Coverage is provided by New Hampshire Insurance Company, an AIG company.

EXHIBIT "C"

Business Gold Card
 Cardmember Name: FRANK TUFANO

Company Name:FRANKIE'S FREE RANGE

Account Ending In: 81004

Pay Over Time Limit: \$30,000

Rates and Fees Table

Issuer: American Express National Bank

Interest Rates on Pay Over Time Balance	
Annual Percentage Rate (APR)	15.74% (Prime Rate + 10.99%) This APR will vary based on the Prime Rate.
Penalty APR and When it Applies	29.99% (Prime Rate + 25.99%) This APR will vary based on the Prime Rate. This APR will apply to your account if: 1) you make a payment that is returned; 2) you make 2 late payments in 12 months; or 3) any minimum amount due remains unpaid for 2 billing periods in a row. How Long Will the Penalty APR Apply? If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.
How to Avoid Paying Interest	Your due date is at least 25 days after the close of each billing period. For transactions added automatically to a Pay Over Time balance, we will charge interest beginning on the date of each transaction. We will not charge you interest if you pay your entire balance by the due date each month.
Fees	
Annual Membership Fee	\$295
Transaction Fees	
• Foreign Transaction	None
Penalty Fees	
• Late Payment	\$39 or 2.99% of any past due Pay in Full amount, whichever is greater.
• Returned Payment	\$39.

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

How Rates and Fees Work

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*Benefits are subject to terms, conditions and limitations, including limitations on the amount of coverage. Coverage is provided by New Hampshire Insurance Company, an AIG company.

How Your American Express Account Works

Introduction

About your Cardmember Agreement

This document together with Part 1 make up the Cardmember Agreement (*Agreement*) for the *Account* identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.

When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.

Words we use in the Agreement

We, us, and our mean the issuer shown on page 1 of Part 1. Except as provided below, *Basic Cardmember* means the person who applied for this Account or to whom we address billing statements. *Company* means the business for which the Account is established. *You and your* mean the Basic Cardmember and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.

Card means any card or other device that we issue to access your Account. A *charge* is any amount added to your Account, such as purchases and fees. A *purchase* is a charge for goods or services. To *pay* by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see *About your payments* in Part 2).

Additional Cardmembers

At your request, we may issue cards to *Additional Cardmembers*. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.

You authorize us to give Additional Cardmembers information about the Account and to discuss it with them.

You are responsible for all use of the Account by Additional Cardmembers and anyone they allow to use the Account. You must pay for all charges they make. You must share this agreement with all Additional Cardmembers.

If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.

You must tell Additional Cardmembers that:

- we may obtain, provide and use information about them.
- their use of the Account is subject to this Agreement.

We may refer to *Additional Card(s)* and *Additional Cardmember(s)* as *Employee Card(s)* and *Employee Cardmember(s)*. All terms and conditions that apply to Additional Cards also apply to Employee Cards.

Replacement Basic Cardmember

You must tell us if the Basic Cardmember is no longer an employee or officer of the Company or does not want to be the Basic Cardmember. In that case, you must either close the Account, or propose another person to replace the Basic Cardmember.

obligations and liabilities of the Basic Cardmember under this Agreement, as of the date that such person replaces the Basic Cardmember. That person is subject to our approval.

If you propose another person to replace the Basic Cardmember, that person must agree to assume the

You agree that the Basic Cardmember remains the Basic Cardmember until we approve a replacement or the Account is closed.

About using your card

Using the card

You may use the card to make purchases. You may also use the card at an ATM to get cash from a checking account you designate.

- the merchant may charge your account at regular intervals; or
- you may make charges using that stored card information.

Each Cardmember acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes.

We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.

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.

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.

You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:

Promise to pay

You promise to pay all charges, including:

- charges you make, even if you do not present your card or sign for the transaction,
- charges that other people make, whether or not you or an Additional Cardmember intend to let them use the Account, subject to applicable law, and
- charges that Additional Cardmembers make or permit others to make.

Declined transactions	We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if your Account is not in default.	We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.
More about Pay Over Time	<p>The Pay Over Time option enables you to pay eligible purchases of \$100 or more over time, with interest. Certain charges are not eligible for Pay Over Time, such as cash and similar transactions. We may change which charges are eligible to be placed into your Pay Over Time balance.</p> <p>On each statement, your Account Summary will show your Pay Over Time New Balance, which is the amount that is eligible to be paid over time (see When you must pay in Part 2).</p> <p>We apply charges to your Pay Over Time balance in accordance with the On/Off setting in effect at 8 p.m. Eastern Time on the transaction date provided by the merchant. The transaction date provided by the merchant may differ from the date you made the charge if, for example, there is a delay in the merchant submitting the transaction to us or if the merchant uses the shipping date as the transaction date.</p> <p>We assign a Pay Over Time limit to your Account. We will not place any charge into your Pay Over Time balance if it would cause your Pay Over Time balance to go over your Pay Over Time Limit. Your Pay Over Time Limit is shown on page 1 of Part 1 and on each statement. We may increase or reduce your Pay Over Time Limit. We may do so even if you pay on time and your Account is not in default. 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.</p>	
About your payments		
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. Each statement also shows a Next Closing Date.
How to make payments	<p>Make payments to us in U.S. dollars with:</p> <ul style="list-style-type: none"> • 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. <p>When making a payment by mail:</p> <ul style="list-style-type: none"> • make a separate payment for each Account, • mail your payment to the address shown on the payment coupon on the billing statement, and • write the Account number on your check or negotiable instrument and include the payment coupon. <p>If your payment meets the above requirements, we will credit it to the Account as of the day we receive it, as long as we receive it by the time disclosed in</p>	<p>the billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.</p> <p>If your payment does not meet the above requirements, there may be a delay in crediting the Account. This may result in late fees and additional interest charges (see <i>How Rates and Fees Work</i> on page 2 of Part 1).</p> <p>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.</p> <p>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.</p>
How we apply payments and credits	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

About your Minimum Payment Due

How we calculate Your Minimum Payment Due

The Minimum Payment Due is the Pay in Full New Balance plus any Pay Over Time Minimum Due. To calculate the Pay Over Time Minimum Due for each statement, we take the *higher* of (1) or (2) below, then we round that number to the nearest dollar and add any Pay Over Time amount past due:

- (1) \$35, or
- (2) The amount calculated using the following steps:
 - I. Subtract the interest charged on the statement from the Pay Over Time New Balance. This gives you a Modified Pay Over Time Balance.
 - II. Add the following together:
 - 1% of the portion of the Modified Pay Over Time Balance less than or equal to \$50,000 and
 - 5% of the portion of the Modified Pay Over Time Balance greater than \$50,000 and less than or equal to \$100,000 and
 - 10% of the portion of the Modified Pay Over Time Balance greater than \$100,000
 - III. Divide the sum from step II by the Modified Pay Over Time Balance and round to four decimals (ex 0.1234)
 - IV. Multiply the result from step III and the Modified Pay Over Time Balance.
 - V. Add the interest charged on the statement to the result from step IV.

Your Pay Over Time Minimum Payment Due will not exceed your Pay Over Time New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

EXAMPLE: Assume that you have a Pay Over Time New Balance of \$75,000, interest of \$749.59; no amounts past due and a \$1,000 Pay in Full New Balance.

- (1) \$35; or
- (2) Calculate the following:
 - I. $\$75,000 - \$749.59 = \$74,250.41$
 - II. Add the following together:
 - 1% multiplied by \$50,000 = \$500;
 - 5% multiplied by $(\$74,250.41 - \$50,000) = \$1,212.52$ $\$500 + \$1,212.52 = \$1,712.52$
 - III. $\$1,712.52$ divided by $\$74,250.41 = 0.02306411$
Round to four decimals = 0.0231
 - IV. 0.0231 multiplied by $\$74,250.41 = \$1,715.18$
 - V. $\$749.59 + \$1,715.18 = \$2,464.77$

The higher of (1) or (2) is \$2,464.77, which rounds to \$2,465.00. The Pay Over Time Minimum Payment Due of \$2,465.00 plus the Pay in Full New Balance of \$1,000 together make up the Minimum Payment Due of \$3,465.00.

About interest charges on Pay Over Time balances

When we charge interest

We charge interest on transactions placed in the Pay Over Time Balance beginning on their transaction date until they are paid. However, we will not charge interest on these transactions during a billing period if:

- your Pay Over Time Previous Balance for the billing period is zero; or
- you paid the Account Total Previous Balance for each of the previous two billing periods in full by the closing date shown on their respective statements.

How we calculate interest

We calculate interest for a billing period by first calculating interest on each Pay Over Time balance. Pay Over Time balances may have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to calculate 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 tenthousandth of a percentage point. Your DPRs are shown in *How Rates, Fees and Pay Over Time 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 $15.99\% \div 365 \text{ days} = 0.0438\%$

The interest is $\$2,250 \times 0.0438\% \times 30 \text{ days} = \29.57

Daily Balance

For each day a DPR is in effect, we calculate the daily balance for each 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 calculating 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 calculate 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.

Determining the Prime Rate	<p>We use the Prime Rate from the rates 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> on 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 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

Changing the Agreement	<p>We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.</p>	<p>This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.</p>
Converting charges made in a foreign currency	<p>If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies 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>	
Changing your billing address	<p>You must notify us immediately if you change the:</p> <ul style="list-style-type: none"> • mailing address, email address, telephone numbers, or fax numbers that we use to send you billing statements, notices or other communications. • legal entity of the Company. • tax identification number. 	
Closing your Account	<p>You may instruct us to close the Account by calling us or writing to us. The Basic Cardmember agrees to inform the Company prior to instructing us to do so.</p> <p>The Basic Cardmember and the Company remain jointly and severally liable for all Charges made on the Account.</p> <p>If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing</p>	<p>Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.</p> <p>If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.</p>
Cancelling or suspending your Account	<p>We may:</p> <ul style="list-style-type: none"> • cancel your Account, • suspend the ability to make charges, • cancel or suspend any feature on your Account, and • notify merchants that your Account has been cancelled or suspended. <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.</p> <p>We may agree to reinstate your Account after a cancellation. If we do this, we may:</p> <ul style="list-style-type: none"> • reinstate any additional cards issued on your Account, • charge you any applicable annual fees, and • charge you a fee for reinstating the Account.
About default	<p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> • you violate a provision of this Agreement, • you give us false information, • you file for bankruptcy, • you default under another agreement you have with us or an affiliate, • you become incapacitated or die, or • we believe you are unable or unwilling to pay your debts when due. 	<p>If we consider your Account in default, we may:</p> <ul style="list-style-type: none"> • suspend your ability to make charges, • cancel or suspend any feature on your Account, • cancel the Account and require you to pay the Account balance immediately. • require you to pay more than your Minimum Payment Due immediately.
Collection costs	<p>You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe or to protect ourselves from loss, harm or risk relating to default.</p>	

Credit reports	<p>You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.</p> <p>You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.</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>
Sending you notices	<p>We send you notices through the U.S. mail (postage prepaid) or electronically using the information in our records. Any notice we send you is deemed given when deposited in the U.S. mail or when sent electronically. Additionally, we may send notices and information to Additional Cardmembers at their request.</p>
We may contact you	<p>Servicing and Collections</p> <p>If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.</p> <p>Call monitoring</p> <p>We may monitor and record any calls between you and us.</p>
About insurance products	<p>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.</p> <p>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.</p>
How we handle electronic debits from your checking account	<p>When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account.</p> <p>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.</p> <p>We may process the check electronically by transmitting to your financial institution:</p> <ul style="list-style-type: none"> • the amount, • the routing number, • the account number, and • the check serial number. <p>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.</p>
Contactless Transactions	<p>Cards issued on your Account may be equipped to enable you to make tap and pay charges using contactless technology. You can request Cards that are not equipped with this capability. Also, we may deactivate this capability at any time.</p>
Privacy Act of 1974 notice	<p>Some federal agencies may accept the card under authority of statute. When you or Additional Cardmembers 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.</p>
Changing the benefits	<p>We have the right to add, modify or delete any benefit, service, or feature of the Account at our discretion.</p>
Assigning the Agreement	<p>We may sell, transfer or assign this Agreement and the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the Account or any of your obligations under this Agreement.</p>
Assigning claims	<p>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 and any Additional Cardmembers agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardmembers must cooperate with us if we decide to do so.</p>
We do not waive our rights	<p>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.</p>
Governing law	<p>Utah law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold the Account in Utah. We entered into this Agreement with you in Utah.</p>
Notice to Oregon Residents	<p>Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.</p>
Notice for residents of Washington State	<p>In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.</p>

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

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

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

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

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

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

Initiating Arbitration

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

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right

or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

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

Arbitration Procedures

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

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

Arbitration Fees and Costs

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

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account

number and personal signature. No one else may sign the rejection notice.

If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (In the case of a sale, its terms will apply to the buyer of your Account).

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



Billing Dispute Procedure

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 2 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 will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will 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 will not try to collect the amount in question, nor 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 will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw* or *withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

How Express Cash works

Express Cash enables you to withdraw cash from your bank account at participating automated teller machines (ATMs). If you enroll in Express Cash, we will issue or allow you to choose a Personal Identification Number (PIN). You must use this PIN along with your card when withdrawing cash from an ATM. Keep your PIN confidential.

Each time you withdraw cash using Express Cash, we will charge a fee of 3% of the amount of the transaction or \$5, whichever is more. The amount of the transaction is the total of the:

- amount of the withdrawal or funds transfer,
- amount of goods or services received, and
- any fee charged by the ATM operator or network used for the withdrawal.

The amount of the transaction and the fee that we charge will be withdrawn from your bank account.

For each withdrawal made in a foreign currency, we charge a fee of 2.7% of the converted U.S. dollar amount of the transaction. This fee will be withdrawn from your bank account. However, we do not charge this fee for ATM withdrawals made using cards issued on U.S. Consumer or Business Platinum Card or Centurion Card accounts. See *Converting charges made in a foreign currency* in Part 2 of the Cardmember Agreement.

If a transaction is not honored by your bank, we will charge the amount of the transaction and a fee of \$38 to your card account, or we may collect them directly from you.

Limits on amounts and frequency of withdrawals

We apply the following limits to the amount that can be withdrawn in a 30-day period. In addition, there is a limit of 7 withdrawals in a single day (regardless of the dollar amount of such withdrawals). The ATM operator may also impose limits.

Plum Card®	\$3,000 in a 30-day period
Green Card	\$3,000 in a 30-day period
Gold Card	\$8,500 in a 30-day period
Exec. Bus. Card	\$8,500 in a 30-day period
Platinum Card®	\$10,000 in a 30-day period
Centurion® Card	\$10,000 in a 30-day period

You can get a receipt from the ATM each time you withdraw money from your bank account using Express Cash.

Your monthly statement for your card account will show any Express Cash transactions in that billing period.

AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (ACH) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to stop AutoPay payments

The following terms do not apply to certain AutoPay programs and options where a business bank account is used for the transaction; and the specific terms and conditions of those programs and options will define any applicable notice and cancellation terms:

(1) If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made.

(2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.

(3) If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions

Tell us AT ONCE if you believe your card or PIN has been lost, stolen or used without your permission, or if you believe that a transaction has been made without your permission. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss, theft or unauthorized use of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Tell us if you believe that someone has used or may use your card or PIN to use the EFT service without your permission. Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the ATM where you are making the transfer does not have enough cash;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration

The *Arbitration* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, at 1-800-528-4800 for AutoPay questions, and at 1-800-CASH-NOW for Express Cash questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number;
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we

decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services

We, or any bank or financial institution that participates in the Express Cash service, may add to or remove any ATMs from the service. We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.

We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service.

If you do, you must write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

EXHIBIT "D"



Business Gold Card
 FRANKIE'S FREE RANGE
 FRANK TUFANO
 Closing Date 09/07/25 Next Closing Date 10/08/25
 Account Ending 6003

Customer Care: 1-800-492-3344
TTY: Use Relay 711
Website: americanexpress.com

New Balance	\$342,682.11
Minimum Payment Due	\$270,809.25
Includes the past due amount of \$266,024.25	
Payment Due Date	10/02/25

Membership Rewards® Points
 Available and Pending as of 07/31/25
20,391

For more details about Rewards, please visit americanexpress.com/rewardsinfo

Late Payment Warning: If you do not pay the Minimum Payment Due by the Payment Due Date of 10/02/25, you may have to pay a late fee of the greater of \$39.00 or 2.99% of the past due Pay in Full amount, and your Pay Over Time APR may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your Pay Over Time balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	35 years	\$200,159

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Please refer to the **IMPORTANT NOTICES** section.

For information on your Pay Over Time feature and limit, please refer to the **Information on Pay Over Time** section.

This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.

Please note, your preset spending limit is \$160,000.00. You have spent \$342,682.11.

Account Summary

Pay In Full Portion

Previous Balance	\$247,359.60
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
New Balance	= \$247,359.60

Pay Over Time Portion

Previous Balance	\$95,322.51
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance	= \$95,322.51
Minimum Due	\$23,449.65

Account Total

Previous Balance	\$342,682.11
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance	= \$342,682.11
Minimum Payment Due	\$270,809.25

Pay Over Time Limit -\$93,000.00
 Days in Billing Period: 30

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
 Do not staple or use paper clips

Pay by Computer
americanexpress.com/business

Pay by Phone
 1-800-472-9297

Account Ending 6003

Enter 15 digit account # on all payments.
 Make check payable to American Express.

FRANK TUFANO
 FRANKIE'S FREE RANGE
 25 DUNDAFF ST
 CARBONDALE PA 18407-1820

Payment Due Date
10/02/25

New Balance
\$342,682.11

Minimum Payment Due
\$270,809.25

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
 PO BOX 6031
 CAROL STREAM IL 60197-6031

\$ _____
 Amount Enclosed

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. 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 Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

How to Avoid 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 interest on charges added to a Pay Over Time balance if you pay the Account Total New Balance by the due date each month.

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 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 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.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think 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:** 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 2 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 may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will 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 will not try to collect the amount in question.
- 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 report you as delinquent if you do not pay the amount we think you owe.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit 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.



Business Gold Card
 FRANKIE'S FREE RANGE
 FRANK TUFANO
 Closing Date 09/07/25

Account Ending 6003



Customer Care & Billing Inquiries
 International Collect
 Lost or Stolen Card
 Large Print & Braille Statements

1-800-678-0745
 1-336-393-1111
 1-800-678-0745
1-800-678-0745



Website: americanexpress.com

**Customer Care
 & Billing Inquiries**
 P.O. BOX 981535
 EL PASO, TX
 79998-1535

Payments
 PO BOX 6031
 CAROL STREAM IL
 60197-6031

Hearing Impaired

Online chat at americanexpress.com or use Relay dial 711 and 1-800-678-0745

Fees

Amount

Total Fees for this Period

\$0.00

Interest Charged

Amount

Total Interest Charged for this Period

\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2025 Fees and Interest Totals Year-to-Date

Amount

Total Fees in 2025

\$4,331.90

Total Interest in 2025

\$5,485.69

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.
 Variable APRs will not exceed 29.99%.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Pay Over Time option	29.99% (v)	\$0.00	\$0.00
Total			\$0.00

(v) Variable Rate

Information on Pay Over Time

Pay Over Time Limit

Your Pay Over Time Limit is \$93,000.00. Your Pay Over Time Limit is the maximum amount you can revolve at any given time. We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit. You must pay in full by the Payment Due Date any charge or portion of a charge that is not added to a Pay Over Time balance.

Information on Pay Over Time continued

Pay Over Time Setting: ON

This setting indicated above is accurate as of your statement closing date. For the most up to date setting, please refer to your online account. If your setting is On, eligible charges are automatically added to your Pay Over Time balance up to your Pay Over Time Limit. If your setting is Off, all charges will be added to your Pay In Full balance and no new charges will be included in your Pay Over Time balance. If you have an existing Pay Over Time balance, you can continue to pay this off over time with interest, as long as you pay your minimum due each month by your Payment Due Date.



IMPORTANT NOTICES

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

EXHIBIT "E"

Blue Business Plus Card
 Cardmember Name: FRANK TUFANO
 Credit Limit: \$10,000

Company Name: FRANK TUFANO

Account Ending In: 1000

Rates and Fees Table

Issuer: American Express National Bank

Interest Rates	
Annual Percentage Rate (APR) for Purchases Up to the Credit Limit	0.00% introductory APR through your billing period that ends in December, 2020. After that, your APR will be 20.74% (Prime Rate + 15.99%). This APR will vary based on the Prime Rate.
APR for Balance Transfers	0.00% introductory APR through your billing period that ends in December, 2020 for transactions requested by January 09, 2020. After that, your APR will be 20.74% (Prime Rate + 15.99%). This APR will vary based on the Prime Rate.
Penalty APR and When it Applies	29.99% (Prime Rate + 25.99%) This APR will vary based on the Prime Rate. This APR will apply to all balances on your account if you: 1) make a payment that is returned 2) make 2 late payments in 12 months; or 3) do not make the Minimum Payment due by the closing date of the billing period in which it is due. How Long Will the Penalty APR Apply? If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row. The Penalty APR may apply to the Amount Above the Credit Limit. See <i>When we charge interest</i> in Part 2 of the Cardmember Agreement for information on <i>Interest Charged If You Do Not Pay Your Minimum Payment Due</i> .
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers on the transaction date. If you pay the Minimum Payment Due by the Closing Date of the billing period in which it is due each month, we will not charge interest on the Amount Above the Credit Limit. See <i>When we charge interest</i> in Part 2 of the Cardmember Agreement.
Fees	
Annual Membership Fee	None
Transaction Fees	
• Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater. For transactions posted by January 09, 2020 the fee will be \$5 or 3% whichever is greater (maximum fee: \$450).
• Foreign Transaction	2.7% of each transaction after conversion to US dollars.
Penalty Fees	
• Late Payment	Up to \$39.
• Returned Payment	\$39.
• Overlimit	None

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

Loss of Introductory APR: If a penalty APR applies to your account for any reason we will end any introductory APRs and a penalty APR will apply to your Account.

How Rates and Fees Work

Rates				
Calculating APRs and DPRs	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.			
	Rate Description	Prime + Margin	APR	DPR
	Introductory Purchase	n/a	0.00%	0.0000%
	Purchase	Prime + 15.99%	20.74%	0.0568%
	Introductory Balance Transfer	n/a	0.00%	0.0000%
	Go-To Balance Transfer	Prime + 15.99%	20.74%	0.0568%
	Penalty	Prime + 25.99%*	29.99%	0.0822%
	*The variable penalty APR will not exceed 29.99%			
When the penalty APR will apply	<p>The penalty APR applies to all balances on your account if</p> <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due; • you do not pay at least the Minimum Payment Due by the Payment Due Date 2 times in 12 billing periods; or • your payment is returned by your bank. <p>See <i>When we charge interest</i> in Part 2 of the Cardmember Agreement for information on <i>Interest Charged If You Do Not Pay Your Minimum Payment Due</i>.</p>			
How long the penalty APR will apply	The penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.			
Fees				
We add fees to a purchase balance, unless we tell you otherwise.				
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1.			
Late Payment	Up to \$39. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$39. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.			
Returned Payment	\$39 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.			
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.			
Overlimit	None			
Balance Transfer	3% of the transaction, with a minimum of \$5. A different fee may apply if stated in a promotional offer or at the time of a transaction. This fee is a finance charge. We will add it to the same balance as the balance transfer.			
Foreign Transaction	2.7% of the converted U.S. dollar amount. This fee is a finance charge. See Part 2 for <i>Converting charges made in a foreign currency</i> .			

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

Notice of Updates to Additional Benefits of your Card

As described below, we will be making updates to your card benefits. These benefits are provided to you at no additional charge as part of your Card Membership. We encourage you to read this notice and file it for future reference. If you have any questions, please visit the website for each benefit below, or call the number on the back of your Card.

Baggage Insurance Plan*

Effective 1/1/2020, Baggage Insurance Plan will no longer be provided on this Card Account. This means any eligible travel purchases made on or after 1/1/2020 will not be covered by Baggage Insurance Plan. Eligible travel purchases made prior to 1/1/2020 will still be covered by Baggage Insurance Plan.

*Baggage Insurance Plan is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/bipterms.

Roadside Assistance Hotline

Effective 1/1/2020, Roadside Assistance Hotline will no longer be a benefit provided on this Card Account. Roadside Assistance Hotline can still be used until 12/31/2019. For terms and conditions, please visit americanexpress.com/raterms.

Travel Accident Insurance*

Effective 1/1/2020, Travel Accident Insurance will no longer be a benefit provided on this Card Account. This means any eligible travel purchases made on or after 1/1/2020 will not be covered by Travel Accident Insurance. Eligible travel purchases made prior to 1/1/2020 will still be covered by Travel Accident Insurance.

*Travel Accident Insurance is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/taiterms.

Extended Warranty*

For eligible purchases made on and after 1/1/2020 the following will occur:

- If the original manufacturer's warranty is less than one (1) year, we will match the length of that warranty.
- If the original manufacturer's warranty is between one (1) year and five (5) years, we will increase coverage to provide one (1) additional year of warranty.

For eligible purchases made on or after 8/1/2018 but prior to 1/1/2020 the following will occur:

- If the original manufacturer's warranty is less than two (2) years, we will match the length of that warranty.
- If the original manufacturer's warranty is between two (2) years and five (5) years, we will provide two (2) additional years of warranty**.

*Extended Warranty is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/ewterms.

**For residents of Indiana, Guam, Puerto Rico, and Northern Mariana Islands, your coverage will match the original warranty period for warranties of less than one (1) year or provide one (1) additional year if the warranty is between one (1) and five (5) years.

The benefit is limited to the actual amount charged to your Card for the item, up to a maximum of \$10,000; not to exceed \$50,000 per Card Member account per calendar year.

Purchase Protection*

For eligible purchases made on and after 1/1/2020 the coverage duration on eligible purchases will be 90 days.

For eligible purchases made prior to 1/1/2020, the coverage duration on eligible purchases will be 120 days**.

*Purchase Protection is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/pptterms.

**For residents of New York, Indiana, Guam, Puerto Rico, and Northern Mariana Islands coverage duration is 90 days.

Blue Business Plus Card
 Cardmember Name: FRANK TUFANO
 Credit Limit: \$10,000

Company Name: FRANK TUFANO

Account Ending In: 71000

Rates and Fees Table

Issuer: American Express National Bank

Interest Rates	
Annual Percentage Rate (APR) for Purchases Up to the Credit Limit	0.00% introductory APR through your billing period that ends in December, 2020. After that, your APR will be 20.74% (Prime Rate + 15.99%). This APR will vary based on the Prime Rate.
APR for Balance Transfers	0.00% introductory APR through your billing period that ends in December, 2020 for transactions requested by January 09, 2020. After that, your APR will be 20.74% (Prime Rate + 15.99%). This APR will vary based on the Prime Rate.
Penalty APR and When it Applies	29.99% (Prime Rate + 25.99%) This APR will vary based on the Prime Rate. This APR will apply to all balances on your account if you: 1) make a payment that is returned 2) make 2 late payments in 12 months; or 3) do not make the Minimum Payment due by the closing date of the billing period in which it is due. How Long Will the Penalty APR Apply? If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row. The Penalty APR may apply to the Amount Above the Credit Limit. See <i>When we charge interest</i> in Part 2 of the Cardmember Agreement for information on <i>Interest Charged If You Do Not Pay Your Minimum Payment Due</i> .
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers on the transaction date. If you pay the Minimum Payment Due by the Closing Date of the billing period in which it is due each month, we will not charge interest on the Amount Above the Credit Limit. See <i>When we charge interest</i> in Part 2 of the Cardmember Agreement.
Fees	
Annual Membership Fee	None
Transaction Fees	
• Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater. For transactions posted by January 09, 2020 the fee will be \$5 or 3% whichever is greater (maximum fee: \$450).
• Foreign Transaction	2.7% of each transaction after conversion to US dollars.
Penalty Fees	
• Late Payment	Up to \$39.
• Returned Payment	\$39.
• Overlimit	None

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

Loss of Introductory APR: If a penalty APR applies to your account for any reason we will end any introductory APRs and a penalty APR will apply to your Account.

How Rates and Fees Work

Rates				
Calculating APRs and DPRs	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.			
	Rate Description	Prime + Margin	APR	DPR
	Introductory Purchase	n/a	0.00%	0.0000%
	Purchase	Prime + 15.99%	20.74%	0.0568%
	Introductory Balance Transfer	n/a	0.00%	0.0000%
	Go-To Balance Transfer	Prime + 15.99%	20.74%	0.0568%
	Penalty	Prime + 25.99%*	29.99%	0.0822%
*The variable penalty APR will not exceed 29.99%				
When the penalty APR will apply	<p>The penalty APR applies to all balances on your account if</p> <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due; • you do not pay at least the Minimum Payment Due by the Payment Due Date 2 times in 12 billing periods; or • your payment is returned by your bank. <p>See <i>When we charge interest</i> in Part 2 of the Cardmember Agreement for information on <i>Interest Charged If You Do Not Pay Your Minimum Payment Due</i>.</p>			
How long the penalty APR will apply	The penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.			
Fees				
We add fees to a purchase balance, unless we tell you otherwise.				
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1.			
Late Payment	Up to \$39. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$39. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.			
Returned Payment	\$39 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.			
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.			
Overlimit	None			
Balance Transfer	3% of the transaction, with a minimum of \$5. A different fee may apply if stated in a promotional offer or at the time of a transaction. This fee is a finance charge. We will add it to the same balance as the balance transfer.			
Foreign Transaction	2.7% of the converted U.S. dollar amount. This fee is a finance charge. See Part 2 for <i>Converting charges made in a foreign currency</i> .			

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

Notice of Updates to Additional Benefits of your Card

As described below, we will be making updates to your card benefits. These benefits are provided to you at no additional charge as part of your Card Membership. We encourage you to read this notice and file it for future reference. If you have any questions, please visit the website for each benefit below, or call the number on the back of your Card.

Baggage Insurance Plan*

Effective 1/1/2020, Baggage Insurance Plan will no longer be provided on this Card Account. This means any eligible travel purchases made on or after **1/1/2020** will not be covered by Baggage Insurance Plan. Eligible travel purchases made prior to **1/1/2020** will still be covered by Baggage Insurance Plan.

*Baggage Insurance Plan is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/bipterms.

Roadside Assistance Hotline

Effective 1/1/2020, Roadside Assistance Hotline will no longer be a benefit provided on this Card Account. Roadside Assistance Hotline can still be used until **12/31/2019**. For terms and conditions, please visit americanexpress.com/raterms.

Travel Accident Insurance*

Effective 1/1/2020, Travel Accident Insurance will no longer be a benefit provided on this Card Account. This means any eligible travel purchases made on or after **1/1/2020** will not be covered by Travel Accident Insurance. Eligible travel purchases made prior to **1/1/2020** will still be covered by Travel Accident Insurance.

*Travel Accident Insurance is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/taiterms.

Extended Warranty*

For eligible purchases made on and after **1/1/2020** the following will occur:

- If the original manufacturer's warranty is less than one (1) year, we will match the length of that warranty.
- If the original manufacturer's warranty is between one (1) year and five (5) years, we will increase coverage to provide one (1) additional year of warranty.

For eligible purchases made on or after **8/1/2018** but prior to **1/1/2020** the following will occur:

- If the original manufacturer's warranty is less than two (2) years, we will match the length of that warranty.
- If the original manufacturer's warranty is between two (2) years and five (5) years, we will provide two (2) additional years of warranty**.

*Extended Warranty is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/ewterms.

**For residents of Indiana, Guam, Puerto Rico, and Northern Mariana Islands, your coverage will match the original warranty period for warranties of less than one (1) year or provide one (1) additional year if the warranty is between one (1) and five (5) years.

The benefit is limited to the actual amount charged to your Card for the item, up to a maximum of \$10,000; not to exceed \$50,000 per Card Member account per calendar year.

Purchase Protection*

For eligible purchases made on and after **1/1/2020** the coverage duration on eligible purchases will be 90 days.

For eligible purchases made prior to **1/1/2020**, the coverage duration on eligible purchases will be 120 days**.

*Purchase Protection is underwritten by AMEX Assurance Company and Tokio Marine Pacific Insurance Limited. Subject to additional terms, conditions and exclusions. For terms and conditions, please visit americanexpress.com/pptterms.

**For residents of New York, Indiana, Guam, Puerto Rico, and Northern Mariana Islands coverage duration is 90 days.

How Your American Express Account Works

Introduction

About your Cardmember Agreement	This document together with Part 1 makes up the Cardmember Agreement (<i>Agreement</i>) for the <i>Account</i> identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.	When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.
Words we use in the Agreement	<i>We, us, and our</i> mean the issuer shown on page 1 of Part 1. Except as provided below, <i>Basic Cardmember</i> means the person who applied for this Account or to whom we address billing statements. <i>Company</i> means the business for which the Account is established. <i>You</i> and <i>your</i> mean the Basic Cardmember and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.	<i>Card</i> means any card or other device that we issue to access the Account. A <i>charge</i> is any amount added to the Account, such as purchases, balance transfers, fees and interest charges. A <i>purchase</i> is a charge for goods or services. A <i>balance transfer</i> is a charge to pay an amount you owe on another credit card account. To <i>pay</i> 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).
Additional Cardmembers	At your request, we may issue cards to <i>Additional Cardmembers</i> . They do not have accounts with us but they can use your Account subject to the terms of this Agreement. You are responsible for all use of the Account by Additional Cardmembers and anyone they allow to use the Account. You must pay for all charges they make. You must share this Agreement with all Additional Cardmembers.	You authorize us to give Additional Cardmembers information about the Account and to discuss it with them. If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us. We may refer to <i>Additional Card(s)</i> and <i>Additional Cardmember(s)</i> as <i>Employee Card(s)</i> and <i>Employee Cardmember(s)</i> . All terms and conditions that apply to Additional Cards also apply to Employee Cards.
Replacement Basic Cardmember	You must tell us if the Basic Cardmember is no longer an employee or officer of the Company or does not want to be the Basic Cardmember. In that case, you must either close the Account, or propose another person to replace the Basic Cardmember. If you propose another person to replace the Basic Cardmember, that person must agree to assume the	obligations and liabilities of the Basic Cardmember under this Agreement, as of the date that such person replaces the Basic Cardmember. That person is subject to our approval. You agree that the Basic Cardmember remains the Basic Cardmember until we approve a replacement or the Account is closed.
About using your card		
Using the card	Cards may be used for purchases. At our discretion, we may permit you to make balance transfers. You cannot transfer balances from any other account issued by us and/or our affiliates. Each Cardmember acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes. You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example: <ul style="list-style-type: none"> • the merchant may charge your account at regular intervals; or • you may make charges using that stored card information 	We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card. Keep the cards safe. Do not let anyone use them. If a card is lost or stolen or the Account is being used without permission, contact us right away. The Account may not be used for illegal activities.
Promise to pay	You promise to pay all charges, including <ul style="list-style-type: none"> • charges you make, even if you do not present your card or sign for the transaction, • charges that other people make, whether or not you or an Additional Cardmember intend to let them use the Account, subject to applicable law, and if you let them use your Account, and • charges that Additional Cardmembers make or permit others to make. 	

Credit Limit and Amount Above the Credit Limit

We assign a *Credit Limit* to the Account. It is shown on page 1 of Part 1 and on each billing statement.

We may increase or reduce the Credit Limit. We may do so even if you pay on time and the Account is not in default.

We may approve charges or assess interest charges or fees that cause the account balance to go over the Credit Limit. If we do this, we will not charge an overlimit fee. The part of the New Balance that is above the Credit Limit appears on your statement as the *Amount Above the Credit Limit*.

We decide whether to approve a charge that will cause the account balance to go over the Credit Limit, or that will add to the Amount Above the Credit Limit, 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.

If we permit you to make a balance transfer, the amount remaining under the Credit Limit will be reduced by the amount of the balance transfer and new charges may cause the account balance to go over the Credit Limit and add to the Amount Above the Credit Limit.

For balances under the Credit Limit, you have the option of paying the balance in full each month, or paying at least the Minimum Payment Due and paying

the remaining balance over time while accruing interest charges. The Amount Above the Credit Limit will be due in full as part of the monthly Minimum Payment Due (see *How we calculate your Minimum Payment Due* below).

Interest on the Amount Above the Credit Limit
For any particular billing period, we will not charge interest on the Amount Above the Credit Limit if you pay at least your Minimum Payment Due from the previous billing period by the Closing Date of the billing period in which the payment is due (see *When we charge interest* below).

If you do not pay your Minimum Payment Due by the Closing Date of the billing period in which it is due, we will apply the Penalty APR to the entire balance, including the Amount Above the Credit Limit, if any, and any balance transfers, (see *How we calculate interest* below). We also may apply the Penalty APR for other reasons (see *Penalty APR and when it applies* on page 2 of Part 1). After you pay the Minimum Payment Due shown on your statement by the Closing Date of the billing period in which it is due, we will no longer charge interest on the Amount Above the Credit Limit.

However, the Penalty APR will continue to apply to other balances (including any balance transfer) in accordance with *Penalty APR and when it applies* on page 2 of Part 1.

Declined transactions

We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if the charge would not cause you to go over your Credit Limit and your Account is not in default.

We are not responsible for any losses you or any Additional Cardmembers incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.

About your payments

When you must pay

You must pay at least the Minimum Payment Due by the Payment Due Date. The Minimum Payment Due and Payment Due Date are shown on each billing statement.

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. For your payment to be considered on time, we must receive

at least the Minimum Payment Due in such time and manner by the Payment Due Date shown on your statement.

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. Each statement also shows a Next 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 the billing statement, and
- write the 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 the Account as of the day we receive it, as long as we receive it by the time disclosed in the

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 the 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 the balances on your most recent billing statement are subject to different interest rates, we apply payments first to the balances with the highest interest rate and then to balances with lower interest rates.

After the balance on your statement has been paid in full, we apply any additional payments to amounts that have not yet appeared on a statement, starting with those amounts subject to the highest interest rate and then to amounts at lower interest rates.

In most cases, we apply a credit to the same balance as the related charge. For example, we apply a credit for a purchase to the purchase balance. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose.

Effect of Paying the Minimum Payment Due

The effect of paying the Minimum Payment Due is that the Amount Above the Credit Limit is paid, but only part of the interest bearing balance is reduced.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

Your Minimum Payment Due is made up of:

- any fees,
- any interest,
- any past due amount,
- any Amount Above the Credit Limit,
- and the *higher* of \$35 or a percentage of the New Balance (for information on how this amount is calculated, see *Minimum Payment Due with No Amount Above the Credit Limit* and *Minimum Payment Due with an Amount Above the Credit Limit* below).

As further explained below, to calculate the Minimum Payment Due for each billing statement, we use:

- the New Balance,
- any Amount Above the Credit Limit,
- the Previous Balance,
- any Interest Charged,
- any Penalty Fees, and
- any Past Due Amount.

These amounts can be found on your statement. Your Minimum Payment Due may also include any additional amount specified in a promotional offer. Your Minimum Payment Due will not exceed your New Balance. You may pay more than the Minimum Payment Due, up to your New Balance, at any time.

Minimum Payment Due with No Amount Above the Credit Limit

Your Minimum Payment Due consists of a portion of your Account balance plus interest charges and Penalty Fees.

To calculate your Minimum Payment Due for each statement, we first determine the higher of (1) or (2) below:

- (1) \$35, or
- (2) The amount calculated using the following steps:
 1. Calculate Modified New Balance by subtracting the interest and Penalty Fees charged on the statement from the New Balance on the statement.
 2. Calculate the Applicable Rate by:
 - I. Adding the following together:
 - 1% of the portion of the Modified New Balance less than or equal to \$25,000 and
 - 5% of the portion of the Modified New Balance greater than \$25,000 and less than or equal to \$75,000 and
 - 10% of the portion of the Modified New Balance greater than \$75,000
 - II. Then divide the sum from step I by the Modified New Balance and round to 4 decimals (ex. 0.1234).
 3. Calculate the Portion of the Modified New Balance included in the Minimum Payment Due by multiplying the Modified New Balance calculated in step 1 by the Applicable Rate calculated in step 2.
 4. Add the Interest Charged on the statement to the result from step 3.

Finally, we take the higher of (1) and (2) above and add Penalty Fees. Then we round to the nearest dollar and add any Past Due Amount.

EXAMPLE: Assume that your New Balance is \$30,000, Interest Charged is \$299.59, and you have no Penalty Fees or Past Due Amount.	
(1)	\$35, or
(2)	Calculate the following:
1.	Modified New Balance: $\$30,000 - \$299.59 \text{ Interest Charged} - \$0 \text{ Penalty Fees} = \$29,700.41$
2.	Applicable Rate: $[(1\% \times \$25,000) + (5\% \times \$4,700.41)] / \$29,700.41 = 0.0163$
3.	Portion of the Modified New Balance included in the Minimum Payment Due: $\$29,700.41 \times 0.0163 = \484.12
4.	$\$484.12 + \$299.59 \text{ Interest Charged} = \783.71
The higher of (1) or (2) is \$783.71.	
$\$783.71 + \$0 \text{ Penalty Fees} + \$0 \text{ Past Due Amount} = \784	

Minimum Payment Due with an Amount Above the Credit Limit

To calculate your Minimum Payment Due for each statement, we first determine the higher of (1) or (2) below:

- (1) \$35, or
- (2) The amount calculated using the following steps:
 1. Calculate Modified New Balance by subtracting the Amount Above the Credit Limit, interest and Penalty Fees charged on the statement from the New Balance on the statement. For this calculation:
 - I. We will only subtract the amount of Interest Charged that is not included in the Amount Above the Credit Limit from the New Balance. See How to determine whether Interest Charged is included in the Amount Above the Credit Limit below.
 - II. We will only subtract the amount of Penalty Fees that is not included in the Amount Above the Credit Limit from the New Balance. See How to determine whether Penalty Fees are included in the Amount Above the Credit Limit below.
 2. Calculate the Applicable Rate by:
 - I. Adding the following together:
 - 1% of the portion of the Modified New Balance less than or equal to \$25,000 and
 - 5% of the portion of the Modified New Balance greater than \$25,000 and less than or equal to \$75,000 and
 - 10% of the portion of the Modified New Balance greater than \$75,000
 - II. Then divide the sum from step I by the Modified New Balance and round to 4 decimals (ex. 0.1234).
 3. Calculate the Portion of the Modified New Balance included in the Minimum Payment Due by multiplying the Modified New Balance calculated in step 1 by the Applicable Rate calculated in step 2.
 4. Add the part of the Interest Charged not included in the Amount Above the Credit limit to the result from step 3.

Finally, we take the higher of (1) and (2) above and:

- Add any Penalty Fees *not* included in the Amount Above the Credit Limit,
- Add any Amount Above the Credit Limit, after subtracting any part of the Past Due Amount that is included in the Amount Above the Credit Limit (see *How to determine whether the Past Due Amount is included in the Amount Above the Credit Limit* below),

Then we round to the nearest dollar and add any Past Due Amount.

<p>EXAMPLE: Your New Balance is \$35,000, Interest Charged is \$334.63, penalty fee is \$38, Amount Above the Credit Limit is \$450, credit limit is \$34,550, and your Past Due Amount is \$300.</p>	
(1)	\$35, or
(2)	Calculate the following:
1.	Modified New Balance: \$35,000 New Balance - \$0 Interest Charged not included in the Amount Above the Credit Limit - \$0 Penalty Fees not included in the Amount Above the Credit Limit = \$450 Amount Above the Credit Limit = \$34,550
2.	Applicable Rate: $[(1\% \times \$25,000) + (5\% \times \$9,550)] / \$34,550 = 0.0211$
3.	Portion of the Modified New Balance included in the Minimum Payment Due: $\$34,550 \times 0.0211 = \729.01
4.	$\$729.01 + \0 Interest Charged, not included in the Amount Above the Credit Limit = \$729.01
The higher of (1) or (2) is \$729.01	
$\$729.01 + \0 Penalty Fees not included in Amount Above the Credit Limit = \$729.01	
$\$729.01 + (\450 Amount Above the Credit Limit - $\$0$ Past Due Amount included in the Amount Above the Credit Limit) = \$1,179.01	
$\$1,179 + \300 Past Due Amount = \$1,479	

If your Account has an Amount Above the Credit Limit, we do additional calculations to determine what part of interest, fees, and the Past Due Amount are included in the Amount Above the Credit Limit. You can see how to do these additional calculations in the **Additional Calculations** sub-section below.

How to determine whether Interest Charged is included in the Amount Above the Credit Limit

To determine whether any part of Interest Charged is included in the Amount Above the Credit Limit, we subtract the Amount Above the Credit Limit from the Interest Charged on the statement.

- If the result is less than or equal to zero, then all of the Interest is already included in the Amount Above the Credit Limit.
- If the result is greater than zero, the result is the part of Interest *not* included in the Amount Above the Credit Limit.

EXAMPLE
Your Interest Charged is \$62.63 and the Amount Above the Credit Limit is \$250.
 $\$62.63 \text{ Interest Charged on statement} - \$250 \text{ Amount Above the Credit Limit} = -\187.37

- Because $-\$187.37$ is less than zero, all of the Interest Charged on the statement is already included in the Amount Above the Credit Limit.

Interest Charged not included in the Amount Above the Credit Limit is \$0.

How to determine whether Penalty Fees are included in the Amount Above the Credit Limit

To determine whether any part of Penalty Fees are included in the Amount Above the Credit Limit:

- (1) We subtract the Interest Charged from the Amount Above the Credit Limit.
- (2) Then, we subtract the result of this Step 1 from the Penalty Fees.
 - If the result is less than or equal to zero, then all of the Penalty Fees are already included in the Amount Above the Credit Limit.
 - If the result is greater than zero, that amount is the part of the Penalty Fees not included in the Amount Above the Credit Limit.

EXAMPLE
Your Amount Above the Credit Limit is \$250, Interest Charged is \$62.63, Penalty Fees are \$38.
(1) $\$250 \text{ Amount Above the Credit Limit} - \$62.63 \text{ Interest Charged} = \187.37
(2) $\$38 \text{ Penalty Fee} - \$187.37 = -\$149.37$.

- Because $-\$149.37$ is less than zero, all of the Penalty Fees are already included in the Amount Above the Credit Limit.

Penalty Fees not included in the Amount Above the Credit Limit are \$0.

How to determine whether the Past Due Amount is included in the Amount Above the Credit Limit

To determine whether any part of the Past Due Amount is included in the Amount Above the Credit Limit:

- (1) We subtract the Credit Limit shown on your previous statement from the Previous Balance.
 - If the result is less than or equal to zero, then none of the Past Due Amount is already included in the Amount Above the Credit Limit.
 - If the result is greater than zero, proceed to Step 2.
- (2) We subtract any payments/credits shown on the statement from the result of the previous step.
 - If the result is less than or equal to zero, then none of the Past Due Amount is already included in the Amount Above the Credit Limit.
 - If the result is greater than zero, then the result is the part of the Past Due Amount that is already included in the Amount Above the Credit Limit.

EXAMPLE
(1) Your Previous Balance is \$6,000, Credit Limit is \$5,000, Payments shown are \$750. $\$6,000 \text{ Previous Balance} - \$5,000 \text{ Credit Limit} = \$1,000$. \$1,000 is greater than zero. Proceed to Step 2.
(2) $\$1,000 - \$750 \text{ Payments shown} = \250 . \$250 is greater than zero.
The Past Due Amount that is included in the Amount Above the Credit Limit is \$250.

About Interest Charges

When we charge interest

If interest applies, we charge interest beginning on the date of each transaction. You can avoid paying interest on purchases as described below. However, you cannot avoid paying interest on balance transfers.

How to Avoid Interest on Purchases up to the Credit Limit

If you pay the New Balance on every billing statement by the Payment Due Date, we will not charge interest on purchases.

If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on the next statement by the Payment Due Date, we will not charge interest on purchases from the date of your payment to the Closing Date of the billing period in which you made that payment. But we will charge interest on purchases that are not included in the Amount Above the Credit Limit from the beginning of that billing period until the date of your payment. If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on each of the next two statements by their Payment Due Dates, we will not charge interest on purchases that are not included in the Amount Above the Credit Limit on the following statement.

Also, we will not charge interest on purchases on a statement if the Previous Balance on that statement is zero or a credit balance.

How to Avoid Interest on the Amount Above the Credit Limit

For any particular billing period, we will not charge interest on the Amount Above the Credit Limit if you pay at least your Minimum Payment Due from the previous billing period by the Closing Date of the billing period in which the payment is due. However, if you pay less than the New Balance, we will charge interest, as per the *How to Avoid Interest on Purchases up to the Credit Limit*, on purchases not included in the Amount Above the Credit Limit.

Interest Charged If You Do Not Pay Your Minimum Payment Due

If you do not pay your Minimum Payment Due by the Closing Date of the billing period in which it is due, we will apply the Penalty APR to the entire balance, including the Amount Above the Credit Limit, if any, and any balance transfer (see *How we calculate interest* below). We also may apply the Penalty APR for other reasons (see *Penalty APR and when it applies* on page 2 of Part 1).

If you do not pay the Minimum Payment Due on a statement by the Closing Date of the billing period in which it is due and then you pay the Minimum Payment Due on a subsequent statement by the Closing Date of the billing period in which it is due, we will not charge interest on the Amount Above the Credit Limit for the billing period for which you paid the Minimum Payment Due by the Closing Date in which it is due. However, the Penalty APR will continue to apply to other balances (including any balance transfer) in accordance with *Penalty APR and when it applies* on page 2 of Part 1).

Application of Penalty APR in Your First Billing Period

If we apply the Penalty APR during the first billing period after your account was opened, we will apply the Penalty APR to any balance transfer beginning the first day of the second billing period.

How we calculate interest

We calculate interest for a billing period by first calculating interest on each balance. Different categories of transactions—such as purchases and balance transfers—may have different interest rates. Balances within each category may also have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to calculate 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) multiplied by
- Daily Periodic Rate (DPR) multiplied by
- Number of days the DPR was in effect.

ADB

To get the ADB for a balance, we add up each *Daily Balance Subject to Interest* (see below). 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% divided by 365 days = 0.0438%

The Interest is \$2,250 multiplied by 0.0438% multiplied by 30 days = \$29.57

Daily Balance

For each day a DPR is in effect, we calculate the Daily Balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits;
- making any appropriate adjustments.

We add a new charge to a Daily Balance as of its transaction date.

Daily Balance Subject to Interest

To calculate the *Daily Balance Subject to Interest*, we reduce the Daily Balance by the amount above your credit limit on each day, if you pay the Minimum Payment Due by the Closing Date of the billing period in which the payment is due.

However, if you do not pay the Minimum Payment Due by the Closing Date of the billing period in which it is due, we will not reduce the Daily Balance by the amount above your Credit Limit on each day. For purposes of the Daily Balance Subject to Interest, "credit limit" is the lowest credit limit on any day during the billing period.

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 Subject to Interest multiplied by the DPR for that balance. This method of calculating 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 Subject to Interest by the old DPR and add the result to that day's daily balance compounding of interest.

Other methods

To calculate 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.

Determining the Prime Rate

We use the Prime Rate from the rates section of *The Wall Street Journal*. The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the Closing Date of the billing period.

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.

The Wall Street Journal 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 *The Wall Street Journal* is no longer published, we may

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.

Other important information

Changing the Agreement

We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.

This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.

Converting charges made in a foreign currency

If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.

Changing your billing address

You must notify us immediately if you change the:

- mailing address, email address, telephone numbers, or fax numbers that we use to send you billing statements, notices or other communications.
- legal entity of the Company.
- tax identification number.

Closing your Account

You may instruct us to close the Account by calling us or writing to us. The Basic Cardmember agrees to inform the Company prior to instructing us to do so.

The Basic Cardmember and the Company remain jointly and severally liable for all Charges made on the Account.

If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.

If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.

Cancelling or suspending your Account

We may:

- cancel your Account,
- suspend the ability to make charges,
- cancel or suspend any feature on your Account.
- notify merchants that your Account has been cancelled or suspended.

If we do any of these, you must still pay us for all charges under the terms of this Agreement.

We may do any of these things at our discretion, even

if you pay on time and your Account is not in default.

If your Account is cancelled, you must destroy all cards.

We may agree to reinstate the Account after a cancellation. If we do this, we may:

- reinstate any cards, including additional cards.
- charge you any applicable fees, including annual fees.
- charge you a fee for reinstating the Account.

About default

We may consider your Account to be in default if:

- you violate a provision of this Agreement,
- you give us false information,
- you file for bankruptcy,
- you default under another agreement you have with us or an affiliate,
- you become incapacitated or die, or
- we believe you are unable or unwilling to pay your debts when due.

If we consider your Account in default, we may:

- suspend your ability to make charges,
- cancel or suspend any feature on your Account,
- cancel the Account and require you to pay the Account balance immediately.
- require you to pay more than your Minimum Payment Due immediately.

Collection costs

You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe or to protect ourselves from loss, harm or risk relating to default.

Credit reports	<p>You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.</p> <p>You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.</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>	
Sending you notices	<p>We send you notices through the U.S. mail (postage prepaid) or electronically using the information in our records. Any notice we send you is deemed given when deposited in the U.S. mail or when sent electronically. Additionally, we may send notices and information to Additional Cardmembers at their request.</p>	
We may contact you	<p>Servicing and Collections</p> <p>If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.</p> <p>Call monitoring</p> <p>We may monitor and record any calls between you and us.</p>	
About insurance products	<p>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.</p> <p>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.</p>	
How we handle electronic debits from your checking account	<p>When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account.</p> <p>We may process the check electronically by transmitting to your financial institution:</p> <ul style="list-style-type: none"> • the amount, • the routing number, • the account number, and • the check serial number. 	<p>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.</p> <p>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.</p>
Contactless Transactions	<p>Cards issued on your Account may be equipped to enable you to make tap and pay charges using contactless technology. You can request Cards that are not equipped with this capability. Also, we may deactivate this capability at any time.</p>	
Privacy Act of 1974 notice	<p>Some federal agencies may accept the card under authority of statute. When you or Additional Cardmembers 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.</p>	
Changing the benefits	<p>We have the right to add, modify or delete any benefit, service, or feature of the Account at our discretion.</p>	
Assigning the Agreement	<p>We may sell, transfer or assign this Agreement and the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the Account or any of your obligations under this Agreement.</p>	
Assigning claims	<p>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 and any Additional Cardmembers agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardmembers must cooperate with us if we decide to do so.</p>	
We do not waive our rights	<p>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.</p>	
Governing law	<p>Utah law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold the Account in Utah. We entered into this Agreement with you in Utah.</p>	
Notice to Oregon Residents	<p>Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.</p>	
Notice for residents of Washington State	<p>In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.</p>	

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you and us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

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

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

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled from the date you or we send the claim notice until

termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

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

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

Initiating Arbitration

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

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

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

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

Arbitration Procedures

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

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

Arbitration Fees and Costs

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

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject

for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any

claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account

balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



Billing Dispute Procedure

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 2 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 will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will 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 will not try to collect the amount in question, nor 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 will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw* or *withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (ACH) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

How to stop AutoPay payments

The following terms do not apply to certain AutoPay programs and options where a business bank account is used for the transaction; and the specific terms and conditions of those programs and options will define any applicable notice and cancellation terms:

(1) If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made.

(2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.

(3) If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions

Tell us AT ONCE if you believe that a transaction has been made without your permission using your card or information about your card account. Calling is the best way of keeping your possible losses down. You could lose all the

money in your bank account (plus your maximum overdraft line of credit, if applicable).

Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration

The *Arbitration* section, in Part 2 of the *Cardmember Agreement*, applies to this EFT Agreement and the services.

In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank

account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services

We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time. We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service. If you do, you must write to us at: American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

EXHIBIT "F"



Blue BusinessSM Plus Credit Card

FRANK TUFANO
FRANK TUFANO
Closing Date 09/07/25 Next Closing Date 10/08/25
Account Ending 3006

p. 1/5

Customer Care: 1-800-521-6121
TTY: Use Relay 711
Website: americanexpress.com

New Balance	\$473.56
Minimum Payment Due	\$140.00
Includes the past due amount of \$105.00	
Payment Due Date	10/02/25

Membership Rewards[®] Points
Available and Pending as of 07/31/25
20,391
For up to date point balance and full program details, visit membershipewards.com

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 10/02/25, you may have to pay a late fee of up to \$39.00 and your APRs may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	13 months	\$535

If you would like information about credit counseling services, call 1-888-733-4139.

➔ See page 2 for important information about your account.

⚠ Your account is past due.

➔ Please refer to the **IMPORTANT NOTICES** section.

i **This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.**

i Please note, your spending limit is \$2,000.00. You have spent \$473.56.

Account Summary

Previous Balance	\$473.56
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00

New Balance	\$473.56
Minimum Payment Due	\$140.00

Credit Limit \$700.00

Days in Billing Period: 30

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/business

Pay by Phone
1-800-472-9297

Account Ending 3006
Enter 15 digit account # on all payments.
Make check payable to American Express.

FRANK TUFANO
FRANK TUFANO
25 DUNDAFF ST
CARBONDALE PA 18407-1820

Payment Due Date	10/02/25
New Balance	\$473.56
Minimum Payment Due	\$140.00

AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031

See reverse side for instructions on how to update your address, phone number, or email.

\$ _____
Amount Enclosed

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. 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 on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on balance transfers (unless otherwise disclosed) beginning on the transaction date. You can avoid paying interest on the Amount Above the Credit Limit by paying your Minimum Payment Due before the closing date of the month in which it is due. See your Cardmember Agreement for further details.

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 2.70% 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.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think 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:** 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 2 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 may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will 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 will not try to collect the amount in question.
- 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 report you as delinquent if you do not pay the amount we think you owe:

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit 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.

**Blue BusinessSM Plus Credit Card**FRANK TUFANO
FRANK TUFANO
Closing Date 09/07/25

Account Ending 3006

**Customer Care & Billing Inquiries**
International Collect
Cash Advance at ATMs Inquiries
Large Print & Braille Statements**1-800-521-6121**
1-623-49 719
1-800-CASH-NOW
1-800-521-6121**Hearing Impaired**Online chat at americanexpress.com or use Relay dial 711 and 1-800-521-6121**Website:** americanexpress.com**Customer Care & Billing Inquiries**
P.O. BOX 981535
EL PASO, TX
79998-1535**Payments**
PO BOX 6031
CAROL STREAM IL
60197-6031**Fees****Amount****Total Fees for this Period****\$0.00****Interest Charged****Amount****Total Interest Charged for this Period****\$0.00****About Trailing Interest**

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2025 Fees and Interest Totals Year-to-Date**Amount**

Total Fees in 2025

\$79.17

Total Interest in 2025

\$171.69**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Variable APRs will not exceed 29.99%.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	27.49% (v)	\$0.00	\$0.00
Total			\$0.00

(v) Variable Rate



IMPORTANT NOTICES

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

EXHIBIT "G"

SimplyCash® Plus Card
 Cardmember Name: FRANK TUFANO
 Credit Limit: \$2,000

Company Name: FRANKIE'S FREE RANGE

Account Ending In: 1009

Rates and Fees Table

Issuer: American Express National Bank

Interest Rates	
Annual Percentage Rate (APR) for Purchases Up to the Credit Limit	0.00% introductory APR through your billing period that ends in March, 2020. After that, your APR will be 21.24% (Prime Rate + 15.99%). This APR will vary based on the Prime Rate.
Penalty APR and When it Applies	29.99% (Prime Rate + 25.99%) This APR will vary based on the Prime Rate. This APR will apply to all balances on your account if you: 1) make a payment that is returned 2) make 2 late payments in 12 months; or 3) do not make the Minimum Payment due by the closing date of the billing period in which it is due. How Long Will the Penalty APR Apply? If the penalty APR is applied for any of these reasons, it will apply, subject to applicable law, for at least 12 billing periods in a row. In addition, the penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row. The Penalty APR may apply to the Amount Above the Credit Limit. See <i>When we charge interest</i> in Part 2 of the Cardmember Agreement for information on <i>Interest Charged If You Do Not Pay Your Minimum Payment Due</i> .
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. If you pay the Minimum Payment Due by the Closing Date of the billing period in which it is due each month, we will not charge interest on the Amount Above the Credit Limit. See <i>When we charge interest</i> in Part 2 of the Cardmember Agreement.
Fees	
Annual Membership Fee	None
Transaction Fees	
• Foreign Transaction	2.7% of each transaction after conversion to US dollars.
Penalty Fees	
• Late Payment	Up to \$39.
• Returned Payment	\$39.
• Overlimit	None

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

Loss of Introductory APR: If a penalty APR applies to your account for any reason we will end any introductory APRs and a penalty APR will apply to your Account.

How Rates and Fees Work

Rates																	
Calculating APRs and DPRs	<p>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.</p> <table border="1"> <thead> <tr> <th>Rate Description</th> <th>Prime + Margin</th> <th>APR</th> <th>DPR</th> </tr> </thead> <tbody> <tr> <td>Introductory Purchase</td> <td>n/a</td> <td>0.00%</td> <td>0.0000%</td> </tr> <tr> <td>Purchase</td> <td>Prime + 15.99%</td> <td>21.24%</td> <td>0.0582%</td> </tr> <tr> <td>Penalty</td> <td>Prime + 25.99%*</td> <td>29.99%</td> <td>0.0822%</td> </tr> </tbody> </table> <p>*The variable penalty APR will not exceed 29.99%</p>	Rate Description	Prime + Margin	APR	DPR	Introductory Purchase	n/a	0.00%	0.0000%	Purchase	Prime + 15.99%	21.24%	0.0582%	Penalty	Prime + 25.99%*	29.99%	0.0822%
Rate Description	Prime + Margin	APR	DPR														
Introductory Purchase	n/a	0.00%	0.0000%														
Purchase	Prime + 15.99%	21.24%	0.0582%														
Penalty	Prime + 25.99%*	29.99%	0.0822%														
When the penalty APR will apply	<p>The penalty APR applies to all balances on your account if</p> <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due; • you do not pay at least the Minimum Payment Due by the Payment Due Date 2 times in 12 billing periods; or • your payment is returned by your bank. <p>See <i>When we charge interest</i> in Part 2 of the Cardmember Agreement for information on <i>Interest Charged If You Do Not Pay Your Minimum Payment Due</i>.</p>																
How long the penalty APR will apply	The penalty APR will continue to apply until after you have made timely payments with no returned payments for 12 billing periods in a row.																
Fees																	
We add fees to a purchase balance, unless we tell you otherwise.																	
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1.																
Late Payment	Up to \$39. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$39. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.																
Returned Payment	\$39 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.																
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.																
Overlimit	None																
Foreign Transaction	2.7% of the converted U.S. dollar amount. This fee is a finance charge. See Part 2 for <i>Converting charges made in a foreign currency</i> .																

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

How Your Reward Program Works

SimplyCash® Plus

How you earn a rebate

You will receive a rebate for eligible purchases on your American Express SimplyCash® Plus Business Credit Card (*Card Account*). The rebate you receive is based on a percentage of the eligible purchases you make during each billing period and will be automatically credited to your account as a statement credit. The rebate will appear on the second billing statement after the billing statement with the eligible purchases. You will not receive the rebate if your Card account is cancelled or in default at the time of fulfillment.

Rebate Percentages

A *rebate year* is January 1st - December 31st. For each rebate year, you will receive a rebate of:

- 5% on your first \$50,000 (1% thereafter) of combined eligible purchases made on or at:
 - monthly wireless telephone services purchased directly from wireless telephone service providers in the U.S. (purchases of hardware and equipment, and purchases from third parties and resellers, are excluded)
 - office supply stores located in the U.S. (office supplies purchased at other retail stores are excluded);
- 3% on your first \$50,000 (1% thereafter) of eligible purchases made in the category that you select (see below for more on the available categories and how to make your selection);
- 1% on all other eligible purchases.

Eligible Purchases

Eligible purchases are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include: fees or interest charges, purchases of traveler's checks, purchases or reloading of prepaid cards, or purchases of any cash equivalents. Additional terms and restrictions apply.

Available Categories

You may select your 3% rebate category from the following eight categories: (1) airfare purchased directly from airlines, (2) hotel stays (excluding timeshares, banquets and events), (3) purchases from select major car rental companies listed at americanexpress.com/rewards-info, (4) purchases at U.S. gas stations, (5) purchases at U.S. restaurants, (6) U.S. purchases for shipping,

(7) U.S. purchases for advertising in select media, or (8) computer hardware, software, and cloud computing purchases in the U.S. made from select providers. (The current list of select computer hardware, software, and cloud computing providers is available at: americanexpress.com/rewards-info.) For more details on these categories including important terms and limitations, please visit americanexpress.com/rewards-info.

Category Selection

You may select your 3% rebate category from the list described above within the first two months of Card Membership. Thereafter, you can change your selection during the annual selection period, which runs from December 1st to January 31st each year. You can only change your category once annually. You can make your category selection by either calling the number on the back of your Card or going to open.com/simplycashplus. Once you make your selection, it will be applied starting on the day on which you make your selection. If you do not make a selection during the initial enrollment period, you will receive your 3% rebate on purchases at U.S. gas stations. If you do not change your election during the annual selection period, your category will remain the same as the previous year. Only the Basic Card Member or Authorized Account Manager with Full Access may make the selection and their selection will apply to purchases made by all Card Members on the account.

Category Disclosure:

Merchants are typically assigned codes and categorized based on what they primarily sell. A purchase will not receive a higher percentage rebate if the merchant's code is not eligible. Purchases made through a third-party payment account or on an online marketplace (with multiple retailers) will not receive a higher percentage rebate. A purchase may not receive a higher percentage rebate if the merchant submits the purchase using a mobile or wireless card reader or if you use a mobile or digital wallet.

How you will get your rebate

You will receive your rebate as a statement credit. The rebate will appear on the second billing statement after the billing statement on which the eligible purchases appear.

When you will forfeit your rebate

If the Minimum Payment Due is not paid by the Closing Date of the billing period in which it is due, you will forfeit the rebate received during that billing period.

You will forfeit your rebate if your Card Account is cancelled before we issue the credit.

Other things you should know about this program

You may forfeit some or all of the rebate you have received for items that are not purchased for use or consumption by the Company in its ordinary course of business.

We may change the terms of this program at our discretion.

If you violate or abuse this program, you may forfeit the rebate.

If there is a dispute with any of your eligible purchases, the amount of that eligible purchase will not count toward your rebate until the dispute is resolved.

If a credit to your Card Account places your annual eligible purchases in a negative status, the rebate on your billing statement will show a zero balance. The statement will show a zero balance until you accumulate eligible purchases equal to the negative balance.

Detail of Changes to Your Cardmember Agreement

This notice amends your American Express Cardmember Agreement ("*Agreement*") as described below. Any terms in the Cardmember Agreement conflicting with this change are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

Effective Immediately, the Claims Resolution section in Part 2 of the Cardmember Agreement is amended as follows:

Mediation

The seventh sentence is deleted and replaced with: All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation.

Arbitration

The sixth sentence is deleted and replaced with: The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court.

Limitations on Arbitration

The third, fourth, and fifth sentences is deleted.

Arbitration Procedures

The fifth sentence is deleted and replaced with: You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

The eighth and ninth sentences are deleted and replaced with: The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules.

Additional Arbitration Awards

The section is deleted and replaced with: If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

How Your American Express Account Works

Introduction

About your Cardmember Agreement

This document together with Part 1 makes up the Cardmember Agreement (*Agreement*) for the *Account* identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.

When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.

Words we use in the Agreement

We, us, and our mean the issuer shown on page 1 of Part 1. Except as provided below, *Basic Cardmember* means the person who applied for this Account or to whom we address billing statements. *Company* means the business for which the Account is established. *You and your* mean the Basic Cardmember and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.

Card means any card or other device that we issue to access the Account. A *charge* is any amount added to the Account, such as purchases, balance transfers, fees and interest charges. A *purchase* is a charge for goods or services. A *balance transfer* is a charge to pay an amount you owe on another credit card account.

To *pay* by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see *About your payments* in Part 2).

Additional Cardmembers

At your request, we may issue cards to *Additional Cardmembers*. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.

You authorize us to give Additional Cardmembers information about the Account and to discuss it with them.

You are responsible for all use of the Account by Additional Cardmembers and anyone they allow to use the Account. You must pay for all charges they make. You must share this Agreement with all Additional Cardmembers.

If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.

We may refer to *Additional Card(s)* and *Additional Cardmember(s)* as *Employee Card(s)* and *Employee Cardmember(s)*. All terms and conditions that apply to Additional Cards also apply to Employee Cards.

You must tell Additional Cardmembers that:

- we may obtain, provide and use information about them.
- their use of the Account is subject to this Agreement.

Replacement Basic Cardmember

You must tell us if the Basic Cardmember is no longer an employee or officer of the Company or does not want to be the Basic Cardmember. In that case, you must either close the Account, or propose another person to replace the Basic Cardmember.

obligations and liabilities of the Basic Cardmember under this Agreement, as of the date that such person replaces the Basic Cardmember. That person is subject to our approval.

If you propose another person to replace the Basic Cardmember, that person must agree to assume the

You agree that the Basic Cardmember remains the Basic Cardmember until we approve a replacement or the Account is closed.

About using your card

Using the card

Cards may be used for purchases. At our discretion, we may permit you to make balance transfers. You cannot transfer balances from any other account issued by us and/or our affiliates. Each Cardmember acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes.

We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.

You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:

- the merchant may charge your account at regular intervals; or
- you may make charges using that stored card information.

Keep the cards safe. Do not let anyone use them. If a card is lost or stolen or the Account is being used without permission, contact us right away. The Account may not be used for illegal activities.

Promise to pay

You promise to pay all charges, including

- charges you make, even if you do not present your card or sign for the transaction,
- charges that other people make, whether or not you or an Additional Cardmember intend to let them use the Account, subject to applicable law, and if you let them use your Account, and
- charges that Additional Cardmembers make or permit others to make.

Credit Limit and Amount Above the Credit Limit

We assign a *Credit Limit* to the Account. It is shown on page 1 of Part 1 and on each billing statement.

We may increase or reduce the Credit Limit. We may do so even if you pay on time and the Account is not in default.

We may approve charges or assess interest charges or fees that cause the account balance to go over the Credit Limit. If we do this, we will not charge an overlimit fee. The part of the New Balance that is above the Credit Limit appears on your statement as the *Amount Above the Credit Limit*.

We decide whether to approve a charge that will cause the account balance to go over the Credit Limit, or that will add to the Amount Above the Credit Limit, 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.

For balances under the Credit Limit, you have the option of paying the balance in full each month, or paying at least the Minimum Payment Due and paying the remaining balance over time while accruing interest charges. The Amount Above the Credit Limit will be due in full as part of the monthly Minimum Payment Due (see *How we calculate your Minimum Payment Due* below).

Interest on the Amount Above the Credit Limit
For any particular billing period, we will not charge interest on the Amount Above the Credit Limit if you pay at least your Minimum Payment Due from the previous billing period by the Closing Date of the billing period in which the payment is due (see *When we charge interest* below).

If you do not pay your Minimum Payment Due by the Closing Date of the billing period in which it is due, we will apply the Penalty APR to the entire balance, including the Amount Above the Credit Limit, if any (see *How we calculate interest* below). We also may apply the Penalty APR for other reasons (see *Penalty APR and when it applies* on page 2 of Part 1). After you pay the Minimum Payment Due shown on your statement by the Closing Date of the billing period in which it is due, we will no longer charge interest on the Amount Above the Credit Limit.

Declined transactions

We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if the charge would not cause you to go over your Credit Limit and your Account is not in default.

We are not responsible for any losses you or any Additional Cardmembers incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.

About your payments

When you must pay

You must pay at least the Minimum Payment Due by the Payment Due Date. The Minimum Payment Due and Payment Due Date are shown on each billing statement.

at least the Minimum Payment Due in such time and manner by the Payment Due Date shown on your statement.

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. For your payment to be considered on time, we must receive

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. Each statement also shows a Next 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 the billing statement, and
- write the 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 the Account as of the day we receive it, as long as we receive it by the time disclosed in the

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 the 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 the balances on your most recent billing statement are subject to different interest rates, we apply payments first to the balances with the highest interest rate and then to balances with lower interest rates.

After the balance on your statement has been paid in full, we apply any additional payments to amounts that have not yet appeared on a statement, starting with those amounts subject to the highest interest rate and then to amounts at lower interest rates.

In most cases, we apply a credit to the same balance as the related charge. For example, we apply a credit for a purchase to the purchase balance. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose.

Effect of Paying the Minimum Payment Due

The effect of paying the Minimum Payment Due is that the Amount Above the Credit Limit is paid, but only part of the interest bearing balance is reduced.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

Your Minimum Payment Due is made up of:

- any fees,
- any interest,
- any past due amount,
- any Amount Above the Credit Limit,
- and the *higher* of \$35 or a percentage of the New Balance (for information on how this amount is calculated, see *Minimum Payment Due with No Amount Above the Credit Limit* and *Minimum Payment Due with an Amount Above the Credit Limit* below).

As further explained below, to calculate the Minimum Payment Due for each billing statement, we use:

- the New Balance,
- any Amount Above the Credit Limit,
- the Previous Balance,
- any Interest Charged,
- any Penalty Fees, and
- any Past Due Amount.

These amounts can be found on your statement. Your Minimum Payment Due may also include any additional amount specified in a promotional offer. Your Minimum Payment Due will not exceed your New Balance. You may pay more than the Minimum Payment Due, up to your New Balance, at any time.

Minimum Payment Due with No Amount Above the Credit Limit

Your Minimum Payment Due consists of a portion of your Account balance plus interest charges and Penalty Fees.

To calculate your Minimum Payment Due for each statement, we first determine the higher of (1) or (2) below:

- (1) \$35, or
- (2) The amount calculated using the following steps:
 1. Calculate Modified New Balance by subtracting the interest and Penalty Fees charged on the statement from the New Balance on the statement.
 2. Calculate the Applicable Rate by:
 - I. Adding the following together:
 - 1% of the portion of the Modified New Balance less than or equal to \$25,000 **and**
 - 5% of the portion of the Modified New Balance greater than \$25,000 and less than or equal to \$75,000 **and**
 - 10% of the portion of the Modified New Balance greater than \$75,000
 - II. Then divide the sum from step I by the Modified New Balance and round to 4 decimals (ex. 0.1234).
 3. Calculate the Portion of the Modified New Balance included in the Minimum Payment Due by multiplying the Modified New Balance calculated in step 1 by the Applicable Rate calculated in step 2.
 4. Add the Interest Charged on the statement to the result from step 3.

Note: If your account was opened between August 1, 2017 and August 31, 2018 then your Applicable Rate is 1%.

Finally, we take the higher of (1) and (2) above and add Penalty Fees. Then we round to the nearest dollar and add any Past Due Amount.

For accounts opened before August 1, 2017 or on or after September 1, 2018

EXAMPLE: Assume that your New Balance is \$30,000, Interest Charged is \$299.59, and you have no Penalty Fees or Past Due Amount.

(1) \$35, or

(2) Calculate the following:

1. Modified New Balance: $\$30,000 - \$299.59 \text{ Interest Charged} = \$29,700.41$
2. Applicable Rate: $[(1\% \times \$25,000) + (5\% \times \$4,700.41)] / \$29,700.41 = 0.0163$
3. Portion of the Modified New Balance included in the Minimum Payment Due: $\$29,700.41 \times 0.0163 = \484.12
4. $\$484.12 + \$299.59 \text{ Interest Charged} = \783.71

The higher of (1) or (2) is \$783.71.

$\$783.71 + \$0 \text{ Penalty Fees} + \$0 \text{ Past Due Amount} = \$784.$

For accounts opened between August 1, 2017 and August 31, 2018

EXAMPLE: Assume that your New Balance is \$30,000, Interest Charged is \$299.59, and you have no Penalty Fees or Past Due Amount.

(1) \$35, or

(2) Calculate the following:

1. Modified New Balance: $\$30,000 - \$299.59 \text{ Interest Charged} = \$29,700.41$
2. Applicable Rate: 1%
3. Portion of the Modified New Balance included in the Minimum Payment Due: $\$29,700.41 \times 1\% = \297.00
4. $\$297.00 + \$299.59 \text{ Interest Charged} = \596.59

The higher of (1) or (2) is \$596.59.

$\$596.59 + \$0 \text{ Penalty Fees} + \$0 \text{ Past Due Amount} = \597

Minimum Payment Due with an Amount Above the Credit Limit

To calculate your Minimum Payment Due for each statement, we first determine the higher of (1) or (2) below:

- (1) \$35, or
 - (2) The amount calculated using the following steps:
 1. Calculate Modified New Balance by subtracting the Amount Above the Credit Limit, interest and Penalty Fees charged on the statement from the New Balance on the statement. For this calculation:
 - I. We will only subtract the amount of Interest Charged that is not included in the Amount Above the Credit Limit from the New Balance. See How to determine whether Interest Charged is included in the Amount Above the Credit Limit below.
 - II. We will only subtract the amount of Penalty Fees that is not included in the Amount Above the Credit Limit from the New Balance. See How to determine whether Penalty Fees are included in the Amount Above the Credit Limit below.
 2. Calculate the Applicable Rate by:
 - I. Adding the following together:
 - 1% of the portion of the Modified New Balance less than or equal to \$25,000 **and**
 - 5% of the portion of the Modified New Balance greater than \$25,000 and less than or equal to \$75,000 **and**
 - 10% of the portion of the Modified New Balance greater than \$75,000
 - II. Then divide the sum from step I by the Modified New Balance and round to 4 decimals (ex. 0.1234).
- Note: If your account was opened between August 1, 2017 and August 31, 2018 then your Applicable Rate is 1%.
3. Calculate the Portion of the Modified New Balance included in the Minimum Payment Due by multiplying the Modified New Balance calculated in step 1 by the Applicable Rate calculated in step 2.
 4. Add the part of the Interest Charged not included in the Amount Above the Credit limit to the result from step 3.

Finally, we take the higher of (1) and (2) above and:

- Add any Penalty Fees *not* included in the Amount Above the Credit Limit,
- Add any Amount Above the Credit Limit, after subtracting any part of the Past Due Amount that is included in the Amount Above the Credit Limit (see *How to determine whether the Past Due Amount is included in the Amount Above the Credit Limit* below).

Then we round to the nearest dollar and add any Past Due Amount.

<p>For accounts opened before August 1, 2017 or on or after September 1, 2018 EXAMPLE: Your New Balance is \$35,000, Interest Charged is \$334.63, penalty fee is \$38, Amount Above the Credit Limit is \$450; credit limit is \$34,550, and your Past Due Amount is \$300.</p> <p>(1) \$35, or</p> <p>(2) Calculate the following:</p> <p>1. Modified New Balance: \$35,000 New Balance - \$0 Interest Charged not included in the Amount Above the Credit Limit - \$0 Penalty Fees not included in the Amount Above the Credit Limit - \$450 Amount Above the Credit Limit = \$34,550</p> <p>2. Applicable Rate: $[(1\% \times \\$25,000) + (5\% \times \\$9,550)] / \\$34,550 = 0.0211$</p> <p>3. Portion of the Modified New Balance included in the Minimum Payment Due: $\\$34,550 \times 0.0211 = \\729.01</p> <p>4. $\\$729.01 + \\0 Interest Charged not included in the Amount Above the Credit Limit = $\\$729.01$</p> <p>The higher of (1) or (2) is \$729.01.</p> <p>$\\$729.01 + \\$0$ Penalty Fees not included in Amount Above the Credit Limit = $\\$729.01$</p> <p>$\\$729.01 + (\\$450$ Amount Above the Credit Limit - $\\$0$ Past Due Amount included in the Amount Above the Credit Limit) = $\\$1,179.01$</p> <p>$\\$1,179 + \\$300$ Past Due Amount = $\\$1,479$.</p> <p>For accounts opened between August 1, 2017 and August 31, 2018: EXAMPLE: Your New Balance is \$35,000, Interest Charged is \$334.63, penalty fee is \$38, Amount Above the Credit Limit is \$450; credit limit is \$34,550, and your Past Due Amount is \$300.</p> <p>(1) \$35, or</p> <p>(2) Calculate the following:</p> <p>1. Modified New Balance: \$35,000 New Balance - \$0 Interest Charged not included in the Amount Above the Credit Limit - \$0 Penalty Fees not included in the Amount Above the Credit Limit - \$450 Amount Above the Credit Limit = \$34,550</p> <p>2. Applicable Rate: 1%</p> <p>3. Portion of the Modified New Balance included in the Minimum Payment Due: $\\$34,550 \times 1\% = \\345.50</p> <p>4. $\\$345.50 + \\0 Interest Charged not included in the Amount Above the Credit Limit = $\\$345.50$</p> <p>The higher of (1) or (2) is \$345.50.</p> <p>$\\$345.50 + \\$0$ Penalty Fees not included in Amount Above the Credit Limit = $\\$345.50$</p> <p>$\\$345.50 + (\\$450$ Amount Above the Credit Limit - $\\$0$ Past Due Amount included in the Amount Above the Credit Limit) = $\\$795.50$</p> <p>$\\$796 + \\$300$ Past Due Amount = $\\$1,096$</p>
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If your Account has an Amount Above the Credit Limit, we do additional calculations to determine what part of interest, fees, and the Past Due Amount are included in the Amount Above the Credit Limit. You can see how to do these additional calculations in the **Additional Calculations** sub-section below.

How to determine whether Interest Charged is included in the Amount Above the Credit Limit

To determine whether any part of Interest Charged is included in the Amount Above the Credit Limit, we subtract the Amount Above the Credit Limit from the Interest Charged on the statement.

- If the result is less than or equal to zero, then all of the Interest is already included in the Amount Above the Credit Limit.
- If the result is greater than zero, the result is the part of Interest *not* included in the Amount Above the Credit Limit.

EXAMPLE

Your Interest Charged is \$62.63 and the Amount Above the Credit Limit is \$250.

$\$62.63 \text{ Interest Charged on statement} - \$250 \text{ Amount Above the Credit Limit} = -\187.37

- Because $-\$187.37$ is less than zero, all of the Interest Charged on the statement is already included in the Amount Above the Credit Limit.

Interest Charged not included in the Amount Above the Credit Limit is \$0.

How to determine whether Penalty Fees are included in the Amount Above the Credit Limit

To determine whether any part of Penalty Fees are included in the Amount Above the Credit Limit:

- (1) We subtract the Interest Charged from the Amount Above the Credit Limit.
- (2) Then, we subtract the result of this Step 1 from the Penalty Fees.
 - If the result is less than or equal to zero, then all of the Penalty Fees are already included in the Amount Above the Credit Limit.
 - If the result is greater than zero, that amount is the part of the Penalty Fees not included in the Amount Above the Credit Limit.

EXAMPLE

Your Amount Above the Credit Limit is \$250, Interest Charged is \$62.63, Penalty Fees are \$38.

(1) $\$250 \text{ Amount Above the Credit Limit} - \$62.63 \text{ Interest Charged} = \187.37

(2) $\$38 \text{ Penalty Fee} - \$187.37 = -\$149.37$

- Because $-\$149.37$ is less than zero, all of the Penalty Fees are already included in the Amount Above the Credit Limit.

Penalty Fees not included in the Amount Above the Credit Limit are \$0.

How to determine whether the Past Due Amount is included in the Amount Above the Credit Limit

To determine whether any part of the Past Due Amount is included in the Amount Above the Credit Limit:

- (1) We subtract the Credit Limit shown on your previous statement from the Previous Balance.
 - If the result is less than or equal to zero, then none of the Past Due Amount is already included in the Amount Above the Credit Limit.
 - If the result is greater than zero, proceed to Step 2.
- (2) We subtract any payments/credits shown on the statement from the result of the previous step.
 - If the result is less than or equal to zero, then none of the Past Due Amount is already included in the Amount Above the Credit Limit.
 - If the result is greater than zero, then the result is the part of the Past Due Amount that is already included in the Amount Above the Credit Limit.

EXAMPLE

(1) Your Previous Balance is \$6,000, Credit Limit is \$5,000, Payments shown are \$750. $\$6,000 \text{ Previous Balance} - \$5,000 \text{ Credit Limit} = \$1,000$. $\$1,000$ is greater than zero. Proceed to Step 2.

(2) $\$1,000 - \$750 \text{ Payments shown} = \250 . $\$250$ is greater than zero.

The Past Due Amount that is included in the Amount Above the Credit Limit is \$250.

About Interest Charges

When we charge interest

If interest applies, we charge interest beginning on the date of each transaction. You can avoid paying interest on purchases as described below. However, you cannot avoid paying interest on balance transfers.

How to Avoid Interest on Purchases up to the Credit Limit

If you pay the New Balance on every billing statement by the Payment Due Date, we will not charge interest on purchases.

If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on the next statement by the Payment Due Date, we will not charge interest on purchases from the date of your payment to the Closing Date of the billing period in which you made that payment. But we will charge interest on purchases that are not included in the Amount Above the Credit Limit from the beginning of that billing period until the date of your payment. If you do not pay the New Balance on a statement by the Payment Due Date and then you pay the New Balance on each of the next two statements by their Payment Due Dates, we will not charge interest on purchases that are not included in the Amount Above the Credit Limit on the following statement.

Also, we will not charge interest on purchases on a statement if the Previous Balance on that statement is zero or a credit balance.

How to Avoid Interest on the Amount Above the Credit Limit

For any particular billing period, we will not charge interest on the Amount Above the Credit Limit if you pay at least your Minimum Payment Due from the previous billing period by the Closing Date of the billing period in which the payment is due. However, if you pay less than the New Balance, we will charge interest, as per the *How to Avoid Interest on Purchases up to the Credit Limit*, on purchases not included in the Amount Above the Credit Limit.

Interest Charged If You Do Not Pay Your Minimum Payment Due

If you do not pay your Minimum Payment Due by the Closing Date of the billing period in which it is due, we will apply the Penalty APR to the entire balance, including the Amount Above the Credit Limit, if any (see *How we calculate interest* below). We also may apply the Penalty APR for other reasons (see *Penalty APR and when it applies* on page 2 of Part 1).

If you do not pay the Minimum Payment Due on a statement by the Closing Date of the billing period in which it is due and then you pay the Minimum Payment Due on a subsequent statement by the Closing Date of the billing period in which it is due, we will not charge interest on the Amount Above the Credit Limit for the billing period for which you paid the Minimum Payment Due by the Closing Date in which it is due.

How we calculate interest

We calculate interest for a billing period by first calculating interest on each balance. Different categories of transactions—such as purchases and balance transfers—may have different interest rates. Balances within each category may also have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to calculate 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) multiplied by
- Daily Periodic Rate (DPR) multiplied by
- Number of days the DPR was in effect.

ADB

To get the ADB for a balance, we add up each *Daily Balance Subject to Interest* (see below). 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% divided by 365 days = 0.0438%.

The Interest is \$2,250 multiplied by 0.0438% multiplied by 30 days = \$29.57

Daily Balance

For each day a DPR is in effect, we calculate the Daily Balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits;
- making any appropriate adjustments.

We add a new charge to a Daily Balance as of its transaction date.

Daily Balance Subject to Interest

To calculate the *Daily Balance Subject to Interest*, we reduce the Daily Balance by the amount above your credit limit on each day, if you pay the Minimum Payment Due by the Closing Date of the billing period in which it is due.

However, if you do not pay the Minimum Payment Due by the Closing Date of the billing period in which it is due, we will not reduce the Daily Balance by the amount above your Credit Limit on each day.

For purposes of the Daily Balance Subject to Interest, "credit limit" is the lowest credit limit on any day during the billing period.

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 Subject to Interest* multiplied by the DPR for that balance. This method of calculating 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 Subject to Interest by the old DPR and add the result to that day's daily balance compounding of interest.

Other methods

To calculate 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.

Determining the Prime Rate

We use the Prime Rate from the rates section of *The Wall Street Journal*. The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the Closing Date of the billing period.

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.

The Wall Street Journal 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 *The Wall Street Journal* is no longer published, we may

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.

Other important information

Changing the Agreement

We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.

This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.

Converting charges made in a foreign currency

If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.

Changing your billing address

You must notify us immediately if you change the:
• mailing address, email address, telephone numbers, or fax numbers that we use to send you billing statements, notices or other communications.
• legal entity of the Company.
• tax identification number.

Closing your Account

You may instruct us to close the Account by calling us or writing to us. The Basic Cardmember agrees to inform the Company prior to instructing us to do so.

The Basic Cardmember and the Company remain jointly and severally liable for all Charges made on the Account.

If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.

If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.

Cancelling or suspending your Account

We may:
• cancel your Account,
• suspend the ability to make charges,
• cancel or suspend any feature on your Account.
• notify merchants that your Account has been cancelled or suspended.

if you pay on time and your Account is not in default.

If we do any of these, you must still pay us for all charges under the terms of this Agreement.

If your Account is cancelled, you must destroy all cards.

We may do any of these things at our discretion, even

We may agree to reinstate the Account after a cancellation. If we do this, we may:
• reinstate any cards, including additional cards.
• charge you any applicable fees, including annual fees.
• charge you a fee for reinstating the Account.

About default

We may consider your Account to be in default if:
• you violate a provision of this Agreement,
• you give us false information,
• you file for bankruptcy,
• you default under another agreement you have with us or an affiliate,
• you become incapacitated or die, or
• we believe you are unable or unwilling to pay your debts when due.

If we consider your Account in default, we may:
• suspend your ability to make charges,
• cancel or suspend any feature on your Account,
• cancel the Account and require you to pay the Account balance immediately.
• require you to pay more than your Minimum Payment Due immediately.

Collection costs

You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe or to protect ourselves from loss, harm or risk relating to default.

Credit reports	<p>You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.</p> <p>You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.</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>	
Sending you notices	<p>We send you notices through the U.S. mail (postage prepaid) or electronically using the information in our records. Any notice we send you is deemed given when deposited in the U.S. mail or when sent electronically. Additionally, we may send notices and information to Additional Cardmembers at their request.</p>	
We may contact you	<p>Servicing and Collections</p> <p>If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.</p> <p>Call monitoring</p> <p>We may monitor and record any calls between you and us.</p>	
About insurance products	<p>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.</p> <p>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.</p>	
How we handle electronic debits from your checking account	<p>When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account.</p> <p>We may process the check electronically by transmitting to your financial institution:</p> <ul style="list-style-type: none"> • the amount, • the routing number, • the account number, and • the check serial number. 	<p>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.</p> <p>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.</p>
Contactless Transactions	<p>Cards issued on your Account may be equipped to enable you to make tap and pay charges using contactless technology. You can request Cards that are not equipped with this capability. Also, we may deactivate this capability at any time.</p>	
Privacy Act of 1974 notice	<p>Some federal agencies may accept the card under authority of statute. When you or Additional Cardmembers 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.</p>	
Changing the benefits	<p>We have the right to add, modify or delete any benefit, service, or feature of the Account at our discretion.</p>	
Assigning the Agreement	<p>We may sell, transfer or assign this Agreement and the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the Account or any of your obligations under this Agreement.</p>	
Assigning claims	<p>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 and any Additional Cardmembers agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardmembers must cooperate with us if we decide to do so.</p>	
We do not waive our rights	<p>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.</p>	
Governing law	<p>Utah law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold the Account in Utah. We entered into this Agreement with you in Utah.</p>	
Notice to Oregon Residents	<p>Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.</p>	
Notice for residents of Washington State	<p>In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.</p>	

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

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

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

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled until termination of the mediation. Either you or

we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

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

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

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

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

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

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

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

Arbitration Procedures

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

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

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

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration

provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this

Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account

(in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



Billing Dispute Procedure

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 2 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 will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will 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 will not try to collect the amount in question, nor 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 will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw* or *withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (ACH) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

How to stop AutoPay payments

The following terms do not apply to certain AutoPay programs and options where a business bank account is used for the transaction; and the specific terms and conditions of those programs and options will define any applicable notice and cancellation terms:

- (1) If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made.
- (2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.
- (3) If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions

Tell us AT ONCE if you believe that a transaction has been made without your permission using your card or information about your card account. Calling is the best way of keeping your possible losses down. You could lose all the

money in your bank account (plus your maximum overdraft line of credit, if applicable).

Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration

The *Arbitration* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank

account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services

We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time. We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default;
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service. If you do, you must write to us at: American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

EXHIBIT "H"

**SimplyCash® Plus Business Credit Card**

FRANKIE'S FREE RANGE

FRANK TUFANO

Closing Date 09/17/25 Next Closing Date 10/17/25

Account Ending 1009

p. 1/5

Customer Care: 1-800-521-6121

TTY: Use Relay 711

Website: americanexpress.com

New Balance	\$312.48
Minimum Payment Due	\$249.00
Includes the past due amount of \$214.00	
Payment Due Date	10/12/25

Get cash back for eligible purchases when you use the Card.For more details about Rewards, please visit americanexpress.com/cashbackrewards**Account Summary**

Previous Balance	\$312.48
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00

New Balance	\$312.48
Minimum Payment Due	\$249.00

Credit Limit \$700.00

Days in Billing Period: 30

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 10/12/25, you may have to pay a late fee of up to \$39.00 and your APRs may be increased to the Penalty APR of 29.99%.**Minimum Payment Warning:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	4 months	\$322

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is past due.

 Please refer to the **IMPORTANT NOTICES** section. **This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.**

Please note, your spending limit is \$900.00. You have spent \$312.48.

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips **Pay by Computer**
americanexpress.com/business **Pay by Phone**
1-800-472-9297**Account Ending 1009**Enter 15 digit account # on all payments.
Make check payable to American Express.FRANK TUFANO
FRANKIE'S FREE RANGE
25 DUNDAFF ST
CARBONDALE PA 18407-1820

Payment Due Date	10/12/25
New Balance	\$312.48
Minimum Payment Due	\$249.00

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031

\$ _____
Amount Enclosed

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. 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 on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on balance transfers (unless otherwise disclosed) beginning on the transaction date. You can avoid paying interest on the Amount Above the Credit Limit by paying your Minimum Payment Due before the closing date of the month in which it is due. See your Cardmember Agreement for further details.

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 2.70% 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.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think 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:** 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 2 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 may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.

2. We will investigate your inquiry and will 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 will not try to collect the amount in question.

- 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 report you as delinquent if you do not pay the amount we think you owe.

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit americanexpress.com/autopay today to enroll.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



SimplyCash® Plus Business Credit Card

FRANKIE'S FREE RANGE

FRANK TUFANO

Closing Date 09/17/25

p. 3/5

Account Ending 1009



Customer Care & Billing Inquiries

International Collect
Cash Advance at ATMs Inquiries
Large Print & Braille Statements

1-800-521-6121
1-623-492-7719
1-800-CASH-NOW
1-800-521-6121

Hearing Impaired

Online chat at americanexpress.com or use Relay dial 711 and 1-800-521-6121



Website: americanexpress.com

Customer Care & Billing Inquiries
P.O. BOX 981535
EL PASO, TX
79998-1535

Payments
PO BOX 6031
CAROL STREAM IL
60197-6031

Fees

Amount

Total Fees for this Period

\$0.00

Interest Charged

Amount

Total Interest Charged for this Period

\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2025 Fees and Interest Totals Year-to-Date

Amount

Total Fees in 2025

\$109.00

Total Interest in 2025

\$19.79

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Variable APRs will not exceed 29.99%.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	27.49% (v)	\$0.00	\$0.00
Total			\$0.00

(v) Variable Rate



IMPORTANT NOTICES

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

EXHIBIT "I"

American Express Gold Card
 Cardmember Name: FRANK TUFANO

Account Ending In: 1008

Pay Over Time Limit: \$15,000

Rates and Fees Table

Issuer: American Express National Bank

Interest Rates	
Annual Percentage Rate (APR) for Pay Over Time Feature	20.49% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	29.99% This APR will vary with the market based on the Prime Rate. This APR may be applied to your Account if: 1) you make one or more late payments; or 2) your payment is returned by your bank. We may also consider your creditworthiness in determining whether or not to apply the penalty APR to the Pay Over Time balance(s) on your Account. How Long Will the Penalty APR Apply? 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.
Paying Interest	Your due date is at least 25 days after the close of each billing period. For transactions added to a Pay Over Time balance at your request, we will begin charging interest as of the date they are added to your Pay Over Time balance. For transactions added automatically to a Pay Over Time balance, we will charge interest beginning on the date of each transaction. We will not charge interest on charges added to your Pay Over Time balances automatically if you pay the Account Total New Balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
Fees	
Annual Membership Fee	\$250
Transaction Fees • Foreign Transaction	None
Penalty Fees • Late Payment • Returned Payment	Up to \$38 Up to \$38

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

Calculating APRs and DPRs	The Annual Percentage Rate (<i>APR</i>) 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 (<i>DPR</i>) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.			
	Rate Description	Prime + Margin	APR	DPR
	Annual Percentage Rate	Prime + 14.99%	20.49%	0.0561%
	Penalty APR	Prime + 25.99%*	29.99%	0.0822%
	*The variable penalty APR will not exceed 29.99%			
Penalty APR for new transactions	<p>The penalty APR may apply to new transactions if:</p> <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Payment Due Date on one or more occasions; or • your payment is returned by your bank. <p>We may also consider your creditworthiness in determining whether or not to apply the penalty APR to the Pay Over Time feature(s) on your Account.</p>	<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>		

Fees

Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. We will not charge for the first 5 additional cards, we will charge \$35 for each additional card thereafter.
Late Payment	Up to \$38. If we do not receive the Amount Due (Minimum Payment Due if you have a Pay Over Time balance) by its Payment Due Date, the fee is \$27. If this happens again within the next 6 billing periods, the fee is \$38. However, the late fee will not exceed the Amount Due or the Minimum Payment Due, as applicable. Paying late may also result in a penalty APR. See <i>Penalty APR for new transactions</i> above.
Returned Payment	Up to \$38. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$27. If you do this again within the same billing period or the next 6 billing periods, the fee is \$38. However, the returned payment fee will not exceed the Amount Due or, if you have a Pay Over Time balance, the Minimum Payment Due. A returned payment may also result in a penalty APR for any Pay Over Time balances you may have. See <i>Penalty APR for new transactions</i> above.
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.
Account Re-opening	\$25 if your Account is cancelled, you ask us to re-open it, and we do so.
Foreign Transaction	None

How Pay Over Time Works

<p>About Pay Over Time feature</p> <p>See <i>More About Pay Over Time</i> in Part 2 of this Agreement for important additional information about the Pay Over Time feature.</p>	<p>Pay Over Time allows you to pay eligible charges on your Account over time, with interest. At Account opening, the Pay Over Time feature on your Account is set to Select. The Select setting allows you to request to place eligible purchases of at least \$100 that are not already in a Pay Over Time balance from the current or preceding billing period in your Pay Over Time Select balance. If we approve your request, we will place the charge in your Pay Over Time Select balance. If we decline your request, you must pay the charge in full by the Payment Due Date. If you transfer to a new Card product with the same Account number at any time, your Pay Over Time setting at the time you transfer will remain in effect on your new Card.</p> <p>There are two Pay Over Time settings on your Account: Select and Direct. You may change your setting by visiting us online at americanexpress.com/payovertime or calling the number at the back of your Card. If you set the Pay Over Time feature on your Account to Direct, we will automatically place new eligible purchases of at least \$100 in your Pay Over Time Direct balance. When your feature is set to Direct, you will also be able to request to place eligible purchases that have not been placed in a Pay Over Time balance from the current or preceding billing period in your Pay Over Time Select balance.</p>
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Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

Detail of Changes to Your Cardmember Agreement

This notice amends your American Express Cardmember Agreement ("*Agreement*") as described below. Any terms in the Cardmember Agreement conflicting with this change are completely replaced. Terms not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card or on your billing statement.

ExpressPay

Effective Immediately, the *ExpressPay* sub-section included in Part 2 of the Cardmember Agreement is deleted in its entirety and replaced with:

<p>Contactless Transactions</p>	<p>Cards issued on your Account may be equipped to enable you to make tap and pay charges using contactless technology. You can request Cards that are not equipped with this capability. Also, we may deactivate this capability at any time.</p>
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Effective May 1, 2019, your Cardmember Agreement will be amended as follows:

How Your American Express Account Works in Part 2 of the Cardmember Agreement is amended by deleting the second paragraph in the *Words we use in the Agreement* sub-section and replacing it with the following:

Card means any card or other device that we issue to access your Account. A **charge** is any amount added to your Account, such as purchases, cash advances, fees and interest charges. A **purchase** is a charge for goods or services. A **cash advance** is a charge to get cash or cash equivalents, including travelers cheques, gift cheques, foreign currency, money orders, casino gaming chips, race track wagers or similar offline and online betting transactions.

About using your card in Part 2 of the Cardmember Agreement is amended by deleting the first two paragraphs of the *Using the card* sub-section and replacing them with the following:

You may use the card to make purchases. At our discretion, we may permit you to make cash advances.

We decide whether to approve a charge, including cash advances subject to *Limits on Cash Advances* below, 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.

About using your card in Part 2 of the Cardmember Agreement is further amended by adding the following new sub-section called *Limits on Cash Advances*:

<p>Limits on Cash Advances</p>	<p>Your Cash Advance balance may not exceed:</p> <p>Zync Card® \$3,000 Green Card \$3,000 Gold Card \$6,000 Platinum Card® \$8,000 Centurion® Card \$10,000</p> <p>There may also be a limit on the amount of cash and number of times you can obtain cash from ATMs in a given period.</p>	<p>You agree to manage your Account so that your Cash Advance balance (including fees and interest) is not more than the Limit on Cash Advances.</p> <p>For purposes of the Limits on Cash Advances, your Cash Advance balance will be determined by adding new cash advance transactions to the ending Cash Advance balance of the prior day.</p> <p>In addition, we may not approve a cash advance transaction if it would cause the total of your Cash Advance balance and your Pay Over Time balances to go over your Pay Over Time limit.</p>
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About using your card in Part 2 of the Cardmember Agreement is amended in the *More About Pay Over Time* sub-section by replacing the second sentence of the fourth paragraph with the following:

We will not place any charge into a Pay Over Time balance if it would cause the total of your Pay Over Time balances and your Cash Advance balance to go over your Pay Over Time limit.

About your payments in Part 2 of the Cardmember Agreement is amended in the *When you must pay* sub-section by replacing the second sentence of the first paragraph with the following:

If a statement includes a Pay Over Time balance and/or Cash Advance balance, it will show a Minimum Payment Due.

About your payments in Part 2 of the Cardmember Agreement is amended by deleting the *How we apply payments and credits* sub-section and replacing it with the following:

<p>How we apply payments and credits</p>	<p>If a statement includes a Pay Over Time and/or Cash Advance New Balance, it will show a Minimum Payment Due. The Minimum Payment Due is the Pay In Full New Balance plus the Pay Over Time and/or Cash Advance Minimum Due. Your Account may have balances with different interest rates. For example, a Pay Over Time balance may have a lower interest rate than a Cash Advance balance. If your Account has a Pay Over Time or Cash Advance balance, here is how we generally apply payments in a billing period:</p> <ul style="list-style-type: none"> We apply your payments - up to the Minimum Payment Due - first to the Pay Over Time and/or Cash Advance balances and then to the Pay In Full New Balance. When applying a payment, up to the 	<p>amount of the Pay Over Time and/or the Cash Advance Minimum Due, we apply it first to the balance with the lowest interest rate and then to balances with higher interest rates.</p> <ul style="list-style-type: none"> After the Minimum Payment Due has been paid, we apply payments first to the balance with the highest interest rate and then to balances with lower interest rates. <p>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.</p>
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About your *Minimum Payment Due* in Part 2 of the Cardmember Agreement is amended by deleting the *How we calculate your Minimum Payment Due* sub-section and replacing it with the following:

<p>How we calculate your Minimum Payment Due</p>	<p>The Minimum Payment Due is the Pay In Full New Balance plus any Pay Over Time and/or Cash Advance Minimum Due on your statement. To calculate the Minimum Due for your Pay Over Time and/or Cash Advance New Balance for each statement, we start with the <i>higher</i> of:</p> <p>(1) interest charged on the statement plus 1% of the Pay Over Time and/or Cash Advance New Balance (excluding interest on the statement); or</p> <p>(2) \$35.</p> <p>Then we round to the nearest dollar and add any Pay Over Time and/or Cash Advance amount past due. Your Pay Over Time and/or Cash Advance Minimum Due will not exceed your Pay Over Time and/or Cash Advance New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.</p>	<p>EXAMPLE: Assume that you have a Pay Over Time and/or Cash Advance New Balance of \$3,000, interest of \$29.57, no amounts past due, and a \$400 Pay In Full New Balance.</p> <p>(1) $\\$29.57 + 1\%$ multiplied by $(\\$3,000 - \\$29.57) = \\$59.27$</p> <p>(2) \$35</p> <p>The higher of (1) or (2) is \$59.27, which rounds to \$59.00. The Pay Over Time and/or Cash Advance Minimum Due of \$59.00 plus the Pay in Full New Balance of \$400 together make up the Minimum Payment Due of \$459.00.</p>
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About interest charges on Pay Over Time balances in Part 2 of the Cardmember Agreement is amended by changing the section heading to read *About interest charges on Pay Over Time and Cash Advance balances* and by adding the following as an introductory paragraph to the *When we charge interest* sub-section:

We charge interest on Pay Over Time Balances as described below. For cash advances, we charge interest from the transaction date. You cannot avoid paying interest on cash advances.

About interest charges on Pay Over Time and Cash Advance balances in Part 2 of the Cardmember Agreement is further amended by replacing the second sentence in the first paragraph of the *How we calculate interest* sub-section with the following sentence:

Cash Advance balances and balances within the Pay Over Time feature -such as Select and Direct - may have different interest rates.

Detail of Changes to the EFT Agreement

This notice amends Your Agreement for Transferring Funds Electronically ("EFT Agreement") as described below. We have the right to amend as described in the EFT Agreement. Any terms in the EFT Agreement conflicting with this change are replaced fully and completely. Terms not changed by this notice remain in full force and effect. If you have any questions, please call the number on the back of your Card or on your billing statement.

Effective May 1, 2019, the EFT Agreement will be amended as follows:

The *How Express Cash works* section is deleted.

The *Limits on amounts and frequency of withdrawals* section is deleted.

The *Unauthorized transactions* section is deleted and replaced with the following:

Unauthorized transactions

Tell us AT-ONCE if you believe that a transaction has been made without your permission using your card or information about your card account. Calling us is the best way of keeping your possible losses down. You could lose all of the money in your bank account (plus your maximum overdraft line of credit, if applicable).

Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.) You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

The third bulleted sentence of the *Improper transactions or payments* section is deleted.

The *How to contact us about the services* section is deleted and replaced with the following:

How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services; P.O. Box 981531, El Paso, TX 79998-1531.

The *We may end the service* section is amended by deleting the first sentence of that section.

How Your American Express Account Works

Introduction

About your Cardmember Agreement	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.
Changing the Agreement	We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.	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.
Words we use in the Agreement	<i>We, us, and our</i> mean the issuer shown on page 1 of Part 1. <i>You and your</i> mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account. You are the Basic Cardmember . You may request a card for an Additional Cardmember (see <i>About Additional Cardmembers</i> in Part 2).	Card means any card or other device that we issue to access your Account. A charge is any amount added to your Account, such as purchases, fees and interest charges. A purchase is a charge for goods or services. To pay by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see <i>About your payments</i> in Part 2).

About using your card

Using the card	<p>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.</p> <p>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.</p> <p>You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:</p> <ul style="list-style-type: none"> • the merchant may charge your account at regular intervals; or • you may make charges using that stored card information. 	<p>We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.</p> <p>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.</p>
Promise to pay	<p>You promise to pay all charges, including:</p> <ul style="list-style-type: none"> • charges you make, even if you do not present your card or sign for the transaction, • charges that other people make if you let them use your Account, and • charges that Additional Cardmembers make or permit others to make. 	
Declined transactions	<p>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.</p>	<p>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.</p>
More About Pay Over Time	<p>With Pay Over Time, you have the option to pay your Account Total New Balance each month, the Minimum Payment Due or anything in between. On each statement, your Account Summary will show your Pay Over Time New Balance, which is the amount that is eligible to be paid over time (see <i>When you must pay</i> in Part 2).</p> <p>We apply a charge to the relevant Pay Over Time balance in accordance with the selection in effect at 8 p.m. Eastern Time on the transaction date provided by the merchant. The transaction date provided by the merchant may differ from the date you made the charge if, for example, there is a delay in the merchant submitting the transaction to us or if the merchant uses the shipping date as the transaction date.</p>	<p>Certain charges are not eligible for Pay Over Time, such as cash and similar transactions. We may change which charges are eligible to be placed into your Pay Over Time feature.</p> <p>We assign a Pay Over Time limit to your Account. We will not place any charge into a Pay Over Time balance if it would cause the total of your Pay Over Time balances to go over your Pay Over Time Limit. Your Pay Over Time Limit is shown on page 1 of Part 1 and on each statement. We may increase or reduce your Pay Over Time Limit. We may do so even if you pay on time and your Account is not in default. 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.</p>

About your payments

When you must pay

You must pay the Amount Due no later than the Payment Due Date shown on your statement to avoid a late payment fee. 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. For your payment to be considered on time, we must receive it in such time and manner by the Payment Due Date shown on your statement.

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 the *Rates and Fees Table* and *How Rates, Fees and Pay Over Time Work* in 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 New 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.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

The Minimum Payment Due is the Pay In Full New Balance plus any Pay Over Time Minimum Due. To calculate the Pay Over Time Minimum Due for each statement, we start with the *higher* of:

- (1) interest charged on the statement plus 1% of the Pay Over Time New Balance (excluding interest on the statement); or
- (2) \$35.

Then we round to the nearest dollar and add any Pay Over Time amount past due. Your Pay Over Time Minimum Due will not exceed your Pay Over Time New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

EXAMPLE: Assume that you have a Pay Over Time New Balance of \$3,000, interest of \$29.57, no amounts past due, and a \$400 Pay In Full New Balance.

(1) $\$29.57 + 1\% \text{ multiplied by } (\$3,000 - \$29.57) = \59.27

(2) \$35

The higher of (1) or (2) is \$59.27, which rounds to \$59.00. The Pay Over Time Minimum Due of \$59.00 plus the Pay In Full New Balance of \$400 together make up the Minimum Payment Due of \$459.00.

About interest charges on Pay Over Time balances

When we charge interest

For transactions added to a Pay Over Time balance at your request (for example, if your Pay Over Time feature is set to Select), we charge interest from the date they are added to a Pay Over Time balance until they are paid.

For transactions added automatically to a Pay Over Time balance (for example, if your Pay Over Time feature is set to Direct), we charge interest from the transaction date until they are paid. However, we will not charge interest on these transactions in a billing period if:

- your Pay Over Time Previous Balance for the billing period is zero; or
- you paid the Account Total New Balance on your statement, if any, for each of the previous two billing periods in full by the Payment Due Date shown on each of those statements.

How we calculate interest

We calculate interest for a billing period by first figuring the interest on each balance. Balances within the Pay Over Time feature -such as Select and Direct- 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:

- (1) Average Daily Balance (ADB) multiplied by
- (2) Daily Periodic Rate (DPR) multiplied by
- (3) 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* in 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% divided by 365 days = 0.0438%

The Interest is \$2,250 multiplied by 0.0438% multiplied by 30 days = \$29.57

Daily Balance

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

Determining the Prime Rate

We use the Prime Rate from the rates section of *The Wall Street Journal*. The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the Closing Date of the billing period.

The Wall Street Journal 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 *The Wall Street Journal* is no longer published, we may 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.

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.

Other important information**Military Lending Act**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee (other than certain participation fees for a credit card account).

To listen to this statement, as well as a description of your payment obligation for this Account, call us at 855-531-0379.

If you are a covered borrower, the Claims Resolution section of this Agreement will not apply to you in connection with this Account. Instead, the *Claims Resolution for Covered Borrowers* section will apply.

About Additional Cardmembers

At your request, we may issue cards to Additional Cardmembers. They do not have accounts with us but they can use your Account subject to the terms of this Agreement. We may report an Additional Cardmember's use of your Account to credit reporting agencies.

You are responsible for all use of your Account by Additional Cardmembers and anyone they allow to use your Account. You must pay for all charges they make.

You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.

If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.

Converting charges made in a foreign currency	If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.	
Changing your billing address	You must notify us immediately if you change the: <ul style="list-style-type: none"> • mailing address where we send billing statements; or • e-mail address to which we send notice that your billing statement is available online. 	If you have more than one account, you need to notify us separately for each account. We may update your billing address if we receive information that it has changed or is incorrect.
Closing your Account	You may close your Account by calling us or writing to us. If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.	
Cancelling or suspending your Account	If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you. We may: <ul style="list-style-type: none"> • cancel your Account, • suspend the ability to make charges, • cancel or suspend any feature on your Account, and • notify merchants that your Account has been cancelled or suspended. If we do any of these, you must still pay us for all charges under the terms of this Agreement.	We may do any of these things at our discretion, even if you pay on time and your Account is not in default. 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: <ul style="list-style-type: none"> • reinstate any additional cards issued on your Account, • charge you any applicable annual fees, and • charge you a fee for reinstating the Account.
About default	We may consider your Account to be in default if: <ul style="list-style-type: none"> • you violate a provision of this Agreement, • you give us false information, • you file for bankruptcy, • you default under another agreement you have with us or an affiliate, • you become incapacitated or die, or • we believe you are unable or unwilling to pay your debts when due. 	If we consider your Account in default, we may, to the extent permitted by federal and applicable state law: <ul style="list-style-type: none"> • suspend your ability to make charges, • cancel or suspend any feature on your Account, • require you to pay more than your Minimum Payment Due immediately, and • require you to pay your Account balance immediately.
Collection costs	You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.	
Credit reports	You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law. You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report. If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.	
Sending you notices	We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.	
We may contact you	Servicing and Collections If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it. Call monitoring We may monitor and record any calls between you and us.	
About insurance products	We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about. We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.	

How we handle electronic debits from your checking account	When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution: <ul style="list-style-type: none"> • the amount, • the routing number, • the account number, and • the check serial number. 	If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement. If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.
ExpressPay	Cards issued on your Account may be equipped with ExpressPay. ExpressPay enables you to make charges without having the card swiped or imprinted. You can call us to deactivate ExpressPay at any time. Also, we may deactivate ExpressPay at any time.	
Privacy Act of 1974 notice	Some federal agencies may accept the card under authority of statute. When you make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.	
Changing benefits	We have the right to add, modify or delete any benefit or service of your Account at our discretion.	
Assigning the Agreement	We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.	
Assigning claims	If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant.	You agree that you will not pursue any claim against the merchant for the credited amount. And you must cooperate with us if we decide to do so.
We do not waive our rights	We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.	
Governing law	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.	In addition, if your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to your account, we elect to offer your card account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.
Notice to Oregon Residents	Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.	
Notice for residents of Washington State	In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.	

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you and us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms

of financing; (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we

may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

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

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will

be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

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

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

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

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

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

Arbitration Procedures

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

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

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

Additional Arbitration Awards

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

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

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written *rejection notice* to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



Claims Resolution for Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. For this section, *you* and *us* includes any corporate parents, subsidiaries, affiliates or related persons or entities. *Claim* means any current or future claim, dispute or controversy relating to your Card account, this Agreement, or any agreement or relationship you have or had

with us, except for the validity, enforceability or scope of the Arbitration provision. *Claim* includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of

financing, (c) benefits and services related to Card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a *claim notice*) to us. Go to americanexpress.com/claim for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not

required to accept our request. We may include our request with your billing statement or mail it to your home address. Notice to us should include your name, address and Card account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. **You are not required to resolve your claim through mediation or arbitration. You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.**

Mediation

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect litigation or arbitration. **The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.**

Arbitration

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

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

binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

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

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

Limitations on Arbitration

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

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

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

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or

evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration* provisions, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

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

Additional Arbitration Awards

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

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

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

Your Billing Rights: Keep this Document for Future Use

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 2 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.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw or withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

How Express Cash works

Express Cash enables you to withdraw cash from your bank account at participating automated teller machines (ATMs). If you enroll in Express Cash, we will issue or allow you to choose a Personal Identification Number (PIN). You must use this PIN along with your card when withdrawing cash from an ATM. Keep your PIN confidential.

Each time you withdraw cash using Express Cash, we will charge a fee of 3% of the amount of the transaction or \$5, whichever is more. The amount of the transaction is the total of:

- amount of the withdrawal or funds transfer,
- amount of goods or services received, and
- any fee charged by the ATM operator or network used for the withdrawal.

The amount of the transaction and the fee that we charge will be withdrawn from your bank account.

For each withdrawal made in a foreign currency, we charge a fee of 2.7% of the converted U.S. dollar amount of the transaction. This fee will be withdrawn from your bank account. However, we do not charge this fee for ATM withdrawals made using cards issued on U.S. Consumer or OPEN Platinum Card or Centurion Card accounts. See *Converting charges made in a foreign currency* in Part 2 of the Cardmember Agreement.

If a transaction is not honored by your bank, we will charge the amount of the transaction and a fee of \$38 to your card account, or we may collect them directly from you.

Limits on amounts and frequency of withdrawals

We apply the following limits to the amount that can be withdrawn in a 30-day period. In addition, there is a limit of 7 withdrawals in a single day (regardless of the dollar amount of such withdrawals). The ATM operator may also impose limits.

One from American Express®	\$3,000 in a 30-day period
Zync Card®	\$3,000 in a 30-day period
Green Card	\$3,000 in a 30-day period
Gold Card	\$8,500 in a 30-day period
Platinum Card®	\$10,000 in a 30-day period
Centurion® Card	\$10,000 in a 30-day period

You can get a receipt from the ATM each time you withdraw money from your bank account

using Express Cash.

Your monthly statement for your card account will show any Express Cash transactions in that billing period.

AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (ACH) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to stop AutoPay payments

If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made. We will tell you, at least 10 days before each payment, when it will be made and how much it will be. If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions

Tell us AT ONCE if you believe your card or PIN has been lost, stolen or used without your permission, or if you believe that a transaction has been made without your permission. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss, theft or unauthorized use of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Tell us if you believe that someone has used or may use your card or PIN to use the EFT service without your permission. Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the ATM where you are making the transfer does not have enough cash;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;

- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration

The *Claims Resolution* section or, as applicable, the *Claims Resolution for Covered Borrowers* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, at 1-800-528-4800 for AutoPay questions, and at 1-800-CASH-NOW for Express Cash questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to

withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services

We, or any bank or financial institution that participates in the Express Cash service, may add to or remove any ATMs from the service. We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.

We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or

- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service. If you do, you must write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

FACTS**WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • transaction history and account history • insurance claim history and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Express chooses to share; and whether you can limit this sharing.

Reasons we can share personal information	Does American Express share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No (but please see the "To limit direct marketing" box below for information about additional privacy choices)
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No (although we may share aggregated or de-identified data)	We don't share personal information

To limit our sharing	<ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 - our menu will prompt you through your choice(s) <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your personal information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your personal information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
To limit direct marketing	<p>We provide additional privacy choices to customers. Privacy elections you make for any one product or service may not automatically be applied to other products and services. To let us know if you do not want us to use your personal information to communicate with you about offers by mail, telephone, and/or e-mail:</p> <ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 (except for choices about e-mail communications)
Questions?	Call 1-800-528-4800 or go to www.americanexpress.com/contact .

Who we are	
Who is providing this Notice	American Express Travel Related Services Company, Inc. and other American Express Affiliates that provide financial products or services, including American Express National Bank and AMEX Assurance Company.
What we do	
How does American Express protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Express collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or pay your bills • give us your income information or give us your contact information • use your credit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing of personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the American Express name, including financial companies such as American Express Travel Related Services Company, Inc. and nonfinancial companies. Affiliates may also include other companies related by common ownership or control, such as AMEX Assurance Company, a provider of American Express Card-related insurance services.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates with which we share personal information include service providers, including, for example, direct marketers, that perform services or functions on our behalf.</i>
Joint marketing	<p>A formal agreement between nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include financial companies.</i>

Other important information
<p>We may transfer personal information to other countries, for example, for customer service or to process transactions.</p> <p>AMEX Assurance Company customers. You may have the right to access and correct recorded personal information. Personal information may be disclosed by us to detect fraud or misrepresentation, to verify insurance coverage, to an insurance regulatory authority, law enforcement or other governmental authority pursuant to law, or to a group policyholder for purposes of reporting claims experience or conducting an audit. Personal information related to insurance claim activity obtained from a report prepared by an insurance-support organization on our behalf may be retained by such organization and disclosed as required by law. State law may be more protective than federal law.</p> <p>California: If your American Express account has a California billing address, we will not share your personal information except to the extent permitted under California law.</p> <p>Vermont: If your American Express account has a Vermont billing address, we will automatically treat your account as if you have directed us not to share information about your creditworthiness with our Affiliates.</p>

EXHIBIT "J"



American Express® Gold Card

FRANK TUFANO
Closing Date 08/20/25
Account Ending 4002

Customer Care: 1-800-327-2177
TTY: Use Relay 711
Website: americanexpress.com

New Balance	\$5,128.23
Includes the past due amount of \$5,128.23	
Payment Due Date	09/14/25

Membership Rewards® Points
Available and Pending as of 07/31/25
20,391
For more details about Rewards, please visit americanexpress.com/rewardsinfo

Late Payment Warning: If we do not receive your payment by the Payment Due Date of 09/14/25, you may have to pay a late fee of up to \$40.00.

- ➔ See page 2 for important information about your account.
- ➔ Please refer to the **IMPORTANT NOTICES** section.
- ➔ For more information on your Pay Over Time Limit and your purchasing options, please refer to the **Information on Pay Over Time and Purchasing Options** section.
- ⓘ **This statement is for information purposes only. This is not a bill. Please contact your collections agency for account information. Disregard the Minimum Payment Due, your account is in default and the balance is due in full.**
- ⓘ Please note, your preset spending limit is \$5,100.00. You have spent \$5,128.23.

Account Summary

Pay In Full	
Previous Balance	\$5,128.23
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$0.00
New Balance	= \$5,128.23
Pay Over Time and/or Cash Advance	
Previous Balance	\$0.00
Payments/Credits	-\$0.00
New Pay Over Time Charges	+\$0.00
New Cash Advances	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance	= \$0.00
Minimum Due	\$0.00
Account Total	
Previous Balance	\$5,128.23
Payments/Credits	-\$0.00
New Charges	+\$0.00
New Cash Advances	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance	\$5,128.23
Pay Over Time Limit	\$15,000.00

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-800-472-9297

Account Ending 4002
Enter 15 digit account # on all payments.
Make check payable to American Express.

FRANK TUFANO
25 DUNDAFF ST
CARBONDALE PA 18407-1820

Payment Due Date	09/14/25
Amount Due	\$5,128.23

AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031

See reverse side for instructions on how to update your address, phone number, or email.

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. 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. If you have a Pay Over Time balance, you may pay more than the Minimum Payment Due, up to your New Balance, at any time.

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 and/or Cash Advance balances on your Account. Call the Customer Care number on page 3 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: Your due date is at least 25 days after the close of each billing period. If you have Pay Over Time, we will not charge you interest on charges automatically added to a Pay Over Time balance if each month you pay your Account Total New Balance on your billing statement (or, if you have a Plan balance, your Adjusted Balance on your billing statement) by the due date. If you have Cash Advance on your Account, we will begin charging interest on cash advances on the transaction date. If you have Pay Over Time Select, we will begin charging interest on purchases added to a Pay Over Time Select balance at your request on the date that they are added to your Pay Over Time Select balance.

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 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 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.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

What To Do If You Think 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

You may also contact us on the Web: www.americanexpress.com

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.

You must notify us of any potential errors in writing [or electronically]. 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.

While we investigate whether or not there has been an error, the following are true:

- 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. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to 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.

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 is 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 or electronically at:

American Express, PO Box 981535, El Paso TX 79998-1535

www.americanexpress.com

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.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit 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.



FRANK TUFANO
Closing Date 08/20/25

Account Ending 4002



Customer Care & Billing Inquiries
International Collect
Lost or Stolen Card
Cash Advance at ATMs Inquiries
Large Print & Braille Statements

1-800-327-2177
1-336-393-1111
1-800-992-3404
1-800-CASH-NOW
1-800-327-2177

Hearing Impaired
Online chat at americanexpress.com or use Relay dial 711 and 1-800-327-2177



Website: americanexpress.com

Customer Care & Billing Inquiries
P.O. BOX 981535
EL PASO, TX
79998-1535

Payments
PO BOX 6031
CAROL STREAM IL
60197-6031

Fees

	Amount
Total Fees for this Period	\$0.00

Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full (or if you have a Plan balance, by paying your Adjusted Balance on your billing statement) by the due date each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2025 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2025	\$423.00
Total Interest in 2025	\$0.00

Interest Charge Calculation

Days in Billing Period: 31

Your Annual Percentage Rate (APR) is the annual interest rate on your account.
Variable APRs will not exceed 29.99%.

	Transactions Dated	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To		
Pay Over Time	06/09/2025		\$0.00	\$0.00
Cash Advances	07/08/2019		\$0.00	\$0.00
Total				\$0.00

(v) Variable Rate

Information on Pay Over Time and Purchasing Options**Pay Over Time Limit: \$15,000.00**

The total of your Pay Over Time and/or Cash Advance balance and Plan balance cannot exceed your Pay Over Time Limit. No charge or portion of a charge during the billing period will be added to a Pay Over Time balance if it would cause the total of your Pay Over Time, Cash Advance, and Plan balances to go over your Pay Over Time Limit. Charges will be added to your Pay Over Time balance, subject to your Available Pay Over Time Limit. A charge or portion of a charge may be later added, subject to your Available Pay Over Time Limit, on the Statement Closing Date. **This is not a spending limit.** We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit.

**IMPORTANT NOTICES****EFT Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.