



TERMS & CONDITIONS

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IMPORTANT INFORMATION REGARDING RATES, FEE, AND OTHER COST INFORMATION

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases	13.24% (Prime Rate + 9.99%), 15.24% (Prime Rate + 11.99%) or 18.24% (Prime Rate + 14.99%), based on your creditworthiness as determined at the time of account opening. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	25.24% (Prime Rate+ 21.99%) This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	27.24% (Prime Rate+ 23.99%) This APR will vary with the market based on the Prime Rate. This APR will apply to your account if: 1) You make 2 or more late payments in a 12-month period; 2) You do not pay the Minimum Payment due by the closing date of the billing period in which it is due; or 3) You make a payment that is returned. How Long Will the Penalty APR Apply? If the Penalty APR is applied, it will apply for a minimum of 12 billing periods in a row, and 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 balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Fees	
Annual Membership Fee	\$0
Transaction Fees • Cash Advance • Foreign Transaction	Either \$5 or 3% of the amount of each cash advance, whichever is greater. 2.7% of each transaction after conversion to US dollars.
Penalty Fees • Late Payment • Overlimit • Returned Payment	Up to \$38 None \$38

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases.)"

Loss of Introductory APR: We will end any Introductory APR and apply the Purchase APR if you make a late payment. Your introductory APR will also end if the Penalty APR applies to your Account.

Variable APRs for each billing period are based on the Prime Rate published in *The Wall Street Journal* 2 days before 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 Prime Rate increases, variable APRs will increase. In that case, you may pay more interest and 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. Variable APRs are accurate as of 08/15/2015.

TERMS AND CONDITIONS

View the full [Card Member Agreement](#).

By submitting this application, you, as an individual and the Authorizing Officer of the Company, (a) are requesting us to open an Account in the name of the Company, (b) are requesting that we issue Card(s) as you direct, (c) are agreeing to be **jointly and severally** liable with the Company for all charges to the account, and (d) are REPRESENTING THAT ALL CARD(S) ISSUED ON THE ACCOUNT WILL ONLY BE USED FOR COMMERCIAL OR BUSINESS PURPOSES. Only qualified individuals 18 or over may be approved for a Card Account. This offer is available to US Residents. When you use the Account (or sign or keep the Card), you agree to the terms of the Card Member Agreement that will be provided to you for the Account. **The Card Member Agreement includes an arbitration provision, which impacts the opportunity to have claims related to the Account heard in court or resolved by a jury, and to participate in a class action or similar proceeding.** We may change the terms of, or add new terms to, the Card Member Agreement at any time, subject to applicable law. We may apply any changed or new terms to any existing and future balances on your Account, subject to applicable law.

You promise that the information you provide on this application is accurate. You authorize us to verify this information and to obtain reports from consumer reporting agencies. You authorize us and our affiliates and subsidiaries to share information we have about you at any time for marketing and administrative purposes as permitted by law. Upon request, we will tell you if we have received a consumer report and the name and address of the agency that provided it.

Additional Cards: You must notify Additional Card Members that we may obtain, provide, and use information about them and that their use of your Account is subject to certain provisions of the Card Member Agreement.

Patriot Act Notice: Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including your name, address, date of birth and other information that will allow us to verify your identity.

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

Cash advance at ATMs: We will send you a letter confirming your PIN.

Notice to Delaware Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

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 to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

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BENEFIT TERMS

The following benefits and services are subject to change or cancellation.

Account Manager

Account Managers and Agents must be at least 18 years old. American Express (R) Business Line of Credit accounts are not eligible for Account Managers.

Dispute Resolution

Not all disputes are resolved in the Card Member's favor.

Earn Lowe's Business Rewards Points on Eligible Purchases

You will receive 1 Lowe's Business Rewards point ("point") for each dollar of eligible purchases on your Lowe's Business Rewards Card from American Express ("Card Account"). You will receive 1 additional point (for a total of 2 points) for each dollar of eligible purchases on your Card Account at Lowe's stores, and Lowe.com. You will receive 2 additional points (for a total of 3 points) for each dollar of eligible purchases on your Card Account at restaurants located in the U.S., at office supply stores located in the U.S. (office supplies purchased at other retail stores are excluded), and on monthly wireless telephone services purchased directly from U.S. wireless telephone service providers (purchases of hardware and equipment are excluded; any purchases from third parties and resellers are excluded). Lowe's Business Rewards points can be redeemed for Lowe's® Gift Cards, American Express® Gift Cards, Gas Rewards Cards, and Outdoor Rewards Cards (Outdoor Rewards Cards retailers include L.L.Bean, Cabela's®, Austad's® and Bass Pro Shops®). Redemption starts as low as 2,500 points. All gift cards are available in \$25, \$50, and \$100 denominations. Eligible Purchases are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include fees or interest charges, balance transfers, cash advances, purchases of travelers checks, purchases or reloading of prepaid cards, or purchases of any cash equivalents. Merchants are assigned codes based on what they primarily sell. A purchase will not earn additional points 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 earn additional points. A purchase may not earn additional points if the merchant submits the purchase using a mobile or wireless card reader or if you use a mobile or digital wallet.

Employee Card Spending Limits Footnote

Additional Card Spending Limits may be set up online or by calling the number on the back of your Card. The Spending Limit is not a guarantee that the Additional Card Member will be able to make purchases up to that limit. There are certain purchases where the limit does not apply, such as, for example, restaurant tips and hotel stays extended beyond their original reservation period, and the overall Account capacity is taken into consideration. You agree to pay all Charges without regard to whether any Charges exceed a limit, and you agree that we are not liable to you or any other person when a limit is not applied to any Charges and/or when Charges are incurred and billed that exceed a limit. For more information on the application of the limit, please refer to the Additional Card Spending Limits Terms and Conditions at www.americanexpress.com/spendlimits/terms, which will also be provided when you enroll Additional Card(s) in this feature.

Entertainment Access®

Offer valid in select cities. During the specified sales period, tickets are available exclusively to all American Express® Card Members (including Prepaid and International Cards). Tickets must be purchased with an American Express Card (including Prepaid and International Cards). Standard service charges apply. Offer is subject to availability. Not all seats are available and blackout dates apply. All sales final. No refunds. No exchanges. Offer may be changed or revoked at any time at the sole discretion of American Express. Some events may not be accessible to Card Members with disabilities.

Global Assist® Hotline

While Global Assist® Hotline coordination and assistance services are offered at no additional charge from American Express, Card Members are responsible for the costs charged by third-party service providers. For full Terms and Conditions, see americanexpress.com/GAterms.

Lowe's 5% Discount

Ask a Lowe's store associate for 5% off your single-receipt in-store purchase of eligible in-stock or Special Order merchandise charged to your Lowe's Business Rewards Card from American Express. Valid at Lowe's stores based in the United States. Look for the discount or discounted price on your receipt. Except as set forth below, if applicable, 5% discount will be applied after all other discounts. Cannot be used in conjunction with any other coupon, discount or promotional offer including Lowe's military discounts; Lowe's employee discounts; Lowe's volume discount programs such as Quote Support Program "QSP"; government contract pricing; or any other special pricing programs. Cannot be used in conjunction with the following products and/or services: extended protection plans; shipping, assembly or delivery charges; gift cards; service purchases; sales on Lowe.com; previous sales; Weber products; or Dacor®, ICON® or Fisher & Paykel® appliances. Offer is subject to credit approval. Lowe's reserves the right to discontinue or alter these terms at any time.

OPEN Savings: For Lowe's Only

OPEN Savings® Benefit: The OPEN Savings benefit is built in to Business Cards from American Express OPEN and provides a 5% discount for each eligible dollar spent at OPEN Savings merchants. The discount is provided in the form of a statement credit. To take advantage of this benefit, payment must be made with a Business Card from American Express OPEN at the time of purchase. All Cards under a particular Card Account (including the Basic Card as well as any Additional or Employee Cards) are combined for the purposes of calculating OPEN Savings benefits. All OPEN Savings benefits are credited to the Basic Card Member only. Please allow up to 12 weeks for your benefit to appear on your monthly statement. Purchases that are eligible for the OPEN Savings benefit that are returned or credited from an OPEN Savings merchant will result in a reversal of your statement credit. The benefit may not be available at all OPEN Savings partner locations. For a full list of individual OPEN Savings merchants and benefit descriptions, please visit opensavings.com. The OPEN Savings benefit (including merchant participation and offers) is subject to change at any time without notice. OPEN Savings offers may be subject to exclusions, benefit limits and other restrictions or limitations. For full terms and conditions, go to opensavings.com. Lowe's Business Rewards Cards are not eligible for the Membership Rewards program, so terms and conditions on opensavings.com pertaining to the Membership Rewards option do not apply to Lowe's Business Rewards Card Members.

ReceiptMatchSM with QuickBooks®

ReceiptMatch and Sync with QuickBooks are two separate business tools available with Business Cards from American Express OPEN. ReceiptMatch and Sync with QuickBooks were created to work together. You must enroll in ReceiptMatchSM and in Sync with QuickBooks separately from your American Express online account to use ReceiptMatch with QuickBooks. Sync with QuickBooks works with QuickBooks Online.

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Roadside Assistance Hotline

Roadside Assistance Hotline is a 24-hour dispatch hotline that can send a tow operator or locksmith to assist in an emergency situation. While Roadside Assistance Hotline is available at no additional charge, the Card Member will be charged for any services or goods provided. Tow operator or locksmith can provide the following services: towing,

**Definition of entire fare differs for residents of New Hampshire. See full Terms and Conditions for details.

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