

**IMPORTANT INFORMATION REGARDING RATES, FEES, AND OTHER COST INFORMATION**

**INTEREST RATES AND INTEREST CHARGES**

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.74%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	<b>15.74%</b> APR on balance transfers requested within 30 days of account opening (within 60 days if account opened after September 27,2016).  This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.74%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When it Applies</b>	<b>29.74%</b> This APR will vary with the market based on the Prime Rate. This APR will apply to your account if you: 1) Make one or more late payments; or 2) Make a payment that is returned <b>How Long Will the Penalty APR Apply?</b> If the Penalty APR is applied, it will apply for at least 6 months. We review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until after you have made timely payments, with no returned payments during the 6 months being reviewed. The Penalty APR will apply to existing balances only if a payment is more than 60 days late.
<b>Paying Interest</b>	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 and balance transfers on the transaction date.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>

**Fees**

<b>Annual Membership Fee</b>	<b>\$0</b>
<b>Transaction Fees</b>	
Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
Cash Advance	Either <b>\$5</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.
Foreign Transaction	<b>2.7%</b> of each transaction after conversion to US dollars.
<b>Penalty Fees</b>	

Late Payment	Up to <b>\$38</b>
Returned Payment	Up to <b>\$38</b>
Overlimit	None

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

**Loss of Introductory APR:** We may end your Introductory APR and apply the Penalty APR if you do not pay at least the Minimum Payment Due within 60 days after its Payment Due Date

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 01/01/2017.

## TERMS AND CONDITIONS

View the full **Card Member Agreement** (<https://www.americanexpress.com/us/content/cardmember-agreements/all-us.html>).

By submitting this application, you are requesting us to open an Account in your name and to issue Card(s) as you direct. Only qualified individuals 18 or over may apply for an Account.

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.

When you use your Account (or sign or keep the Card), you agree to the terms of the Card Member Agreement that will be provided to you. **Your Card Member Agreement includes an arbitration provision, which restricts your 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 Card Member Agreement subject to applicable law. We may do this in response to the business, legal, or competitive environment. 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 Card Membership.

**Additional Cards:** Additional Card Members do not have accounts with us but they can use your Account subject to the terms of the Card Member Agreement. You are responsible for all use of your Account by Additional Card Members and anyone they allow to use your Account. You must pay for all charges they make. You authorize us to give Additional Card Members information about your Account and to discuss it with them.

**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.

**Balance Transfers:** Only balance transfers from accounts in your name requested within 30 days from the date of account opening (within 60 days if account opened after September 27, 2016) will be approved. We will charge your Card account for the total approved amount of all balance transfers. No transfer will be processed if: (1) any requested transfer is less than \$100; (2) the total amount of all requested transfers exceeds the lesser of \$7,500 or 75% of your credit limit; or (3) charging the requested transfers to your Card account would cause your total account balance to exceed your credit limit. We will not initiate any balance transfer until at least ten days after we have mailed or otherwise provided the Card Member Agreement to you. In some cases, it may take up to six weeks to complete a balance transfer. Please be sure to make all required payments on any account from which you are transferring a balance until the balance transfer is credited to that account. You authorize us to verify the balance of such accounts. You may not transfer balances from any account issued by American Express or any of its affiliates. Additional Card Members may not request or authorize balance transfers. Your balance transfer request may be declined if any of your American Express accounts are not in good standing.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree.

**An Applicant, if married, may apply for a separate account.**

**Cash advance at ATMs:** We may issue you a Personal Identification Number (PIN) to use to obtain cash advances at participating ATMs. Or you may request a PIN for cash advances by contacting us. 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.

**New York Residents:** New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees, and grace periods. New York State Department of Financial Services 1-800-342-3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov)

Unless specifically disclosed in writing, investments and services offered through Morgan Stanley are not insured by the FDIC, are not deposits or other obligations of, or guaranteed by, a bank and involve investment risks, including possible loss of principal amount invested.

The Morgan Stanley Cards from American Express are issued by American Express Bank, FSB, not Morgan Stanley. Services and rewards for the Cards are provided by either Morgan Stanley, American Express or other third parties. Restrictions and other limitations apply, see the terms and conditions for the Cards for details. Clients are urged to review fully before applying.

Morgan Stanley, its affiliates, and Morgan Stanley Financial Advisors and employees are not in the business of providing tax or legal advice. Clients should speak with their tax advisor regarding the potential tax implications of the Rewards Program upon their specific circumstances.

Private Bankers are employed by Morgan Stanley Private Bank, National Association, member FDIC.

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### **OFFER TERMS**

#### 10,000 Membership Rewards® Points

To qualify for 10,000 Membership Rewards® points, you must make purchases on your Morgan Stanley Credit Card from American Express Account that total \$1,000 or more within your first 3 months of Card Membership starting from the date your account is approved. 10,000 Membership Rewards® points will be credited to your Membership Rewards® program account 6-8 weeks after you meet the spend requirement. Limit one offer per Card Account. Cash advances, balance transfers, fees or interest charges, purchases of traveler's checks, purchases or reloading of prepaid cards or purchases of other cash equivalents do not apply towards the spend requirement. To receive the bonus points, account must be active, in good standing, and not in default at the time the bonus points are posted to your account. Terms and Conditions for the Membership Rewards® program terms apply. Visit [membershprewards.com/terms](http://membershprewards.com/terms) or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice. American Express reserves the right to modify or revoke offer at any time. You can earn 10,000 Membership Rewards® points after you spend \$1,000 or more in qualifying purchases on your Card within you first 3 months of Card Membership starting from the date your account is approved. In rare instances, your period to spend \$1,000 may be shorter than 3 months if there is a delay in receiving your Card. Also, purchases may fall outside of the 3 month period in some cases, such as a delay in merchants submitting transactions to us or if the purchase date differs from the date you made the transaction. (For example, if you buy goods online, the purchase date may be the date the goods are shipped). For questions regarding your Card account, please call the number on the back of your Card.

### **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.

#### **Additional Cards**

Additional Card Members must be at least 15 years of age and never have had a defaulted account with American Express.

#### **American Express Presale**

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.

#### **Amex Mobile app**

The Amex® Mobile app and app features are available only for eligible Card accounts in the United States. American Express® prepaid Cards and Cards issued by non-American Express issuers are not eligible.

To log in, Card Members must have an American Express user ID and password or create one in the app.

#### **Amex Mobile app**

Available for iPhone® and iPad® running iOS 8.0+ and devices running Android™ 4.4+ only.

#### **Anniversary Spend Award**

If the total eligible purchases charged to your Morgan Stanley Credit Card from American Express Card Account equals \$25,000 or more during each anniversary year as described below, Morgan Stanley shall deposit one hundred dollars

(\$100) into an Eligible brokerage Account of yours that is determined by Morgan Stanley. If you qualify to receive the \$100 deposit but your only Eligible Morgan Stanley brokerage Account is a trust account, joint account, retirement account, or sole proprietorship account, Morgan Stanley will instead send \$100 to you in the form of a check that will be mailed to your address on record at Morgan Stanley. The \$25,000 purchase threshold is measured from the one year period following the date your Card Account was opened and resets to \$0 each year on the anniversary of the date your Card Account was opened. You will not receive your \$100 award if your Card Account is cancelled or in default at the time of fulfillment. 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, purchase or reloading of prepaid cards, or purchases of other cash equivalents. Additional terms and restrictions apply. Eligible purchases include purchases made by both the Basic and Additional Card Members on the Card Account. This offer may not be transferred. Limit one Anniversary Spend Award per anniversary year per Card Account. It will typically take approximately 4-6 weeks after the anniversary date of the Card Account to receive the Anniversary Spend Award from Morgan Stanley. Please contact Morgan Stanley with any questions about brokerage account eligibility and the fulfillment of the award.

### **Destination Family**

Valid for new bookings made through American Express Travel and eligible Travel Associate Platform agencies with participating travel providers: Abercrombie & Kent, Royal Caribbean International, Regent Seven Seas Cruises, Tauck World Discovery, and Travel Impressions. Benefit varies by provider. Payment must be made with an American Express Card. Program benefits may not be available to residents outside of the contiguous United States. Card Member must travel on itinerary booked. Limit one benefit package per booking. May not be combined with other offers unless indicated. Blackout dates apply and benefits are subject to change. Benefits listed are non-transferable, subject to availability, and cannot be redeemed for cash or credit. Available to all U.S. American Express Corporate, Consumer, OPEN and Prepaid Cards.

### **Dispute Resolution**

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

### **Eligibility Terms**

The Morgan Stanley Credit Card from American Express is only available to you if you have an Eligible Morgan Stanley Smith Barney LLC brokerage Account ("Eligible Account"). Eligible Account means a Morgan Stanley Smith Barney LLC ("Morgan Stanley") brokerage account held in your name or in the name of a revocable trust where you are the grantor and trustee, except for the following accounts: Charitable Remainder Annuity Trusts, Charitable Remainder Unitrusts, irrevocable trusts and employer-sponsored accounts. Eligibility is subject to change.

American Express may cancel your Card Account and participation in this program, if you do not maintain an Eligible Morgan Stanley brokerage Account.

Morgan Stanley may compensate your Financial Advisor and other employees in connection with your acquisition or use of the Morgan Stanley Credit Card from American Express.

### **Entertainment Access<sup>®</sup> or Membership Experiences**

Offer valid in select cities. During the specified sales period, tickets are available exclusively to all American Express<sup>®</sup> 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.

### **Extra Membership Rewards<sup>®</sup> points at amextravel.com**

#### **2x Points**

You will get 1 Membership Rewards<sup>®</sup> point for every eligible dollar you spend on your Membership Rewards program-enrolled American Express<sup>®</sup> Card. You will get 1 additional point (for a total of 2 points) for each dollar of eligible travel

purchases made on amextravel.com (<http://www.amextravel.com>). Eligible travel purchases include all travel purchases made with your Membership Rewards program-enrolled American Express® Card on amextravel.com (<http://www.amextravel.com>), including air, prepaid hotels, The Hotel Collection prepaid bookings, vacation packages (flight + hotel packages) or cruise reservations, minus returns and other credits. Eligible travel purchases do **NOT** include car reservations, **FINE HOTELS & RESORTS bookings**, other non-prepaid hotels, ticketing service or other fees, or interest charges. Bonuses you may receive with your Card on other purchase categories or in connection with promotions or offers from American Express may not be combined with this offer. Any portion of a charge that you elect to cover through redemption of Membership Rewards points is not eligible to receive points. If you have an Amex EveryDay Card product, additional points awarded under this offer will not be included in the extra points benefit. Additional points will be credited to the Membership Rewards account 10-12 weeks after final payment is made.

### **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](http://www.americanexpress.com/GAterms) (<http://www.americanexpress.com/GAterms>).

### **Invest with Rewards**

This reward is only available to the Basic Card Member on a Morgan Stanley Card from American Express who has a "deposit eligible" Morgan Stanley brokerage account (an "Eligible Card Member"). Additional Card Members and otherwise authorized third parties, including authorized account managers, may not redeem Membership Rewards points for this reward.

A "deposit eligible" Morgan Stanley brokerage account is a Morgan Stanley brokerage account held in the Eligible Card Member's name, and excludes Charitable Remainder Annuity Trusts, Charitable Remainder Unitrusts, Irrevocable Trusts, Employer-Sponsored Accounts, Inherited IRAs, Salary RED/SEPs, 529 college savings plans, and Simple IRA accounts.

An Eligible Card Member may redeem a minimum of one thousand and a maximum of four million Membership Rewards points every seven calendar days for this reward.

Redeemed points will be immediately deducted by American Express from the Eligible Card Member's Membership Rewards account. Morgan Stanley will deposit associated funds into the Eligible Card Member's "deposit eligible" Morgan Stanley brokerage account within four to six business days, excluding bank holidays. Points are not refundable once redeemed.

This reward is subject to the Terms and Conditions of the Membership Rewards program. Please consult with your tax advisor regarding the tax implications of any rewards.

### **Lowest Hotel Rates Guarantee**

If you book a qualifying prepaid hotel rate on amextravel.com (<https://travel.americanexpress.com/home>) and then find the same room, in the same hotel, for the same dates, the same number of children and adults, at a lower price online, before taxes and fees, we'll refund you the difference. Your claim must be submitted prior to cancellation and/or change fees coming into effect per the hotel's policies specific to the room you booked on amextravel.com (<https://travel.americanexpress.com/home>). As an example, if a room rate is subject to cancellation fees starting 72 hours before check-in, the claim must be submitted prior to that time. The "Lowest Rate Guaranteed" policy applies only to online rates available to the general public and excludes (1) non-refundable rates (2) rates or discounts that are not available to the general public, including, but not limited to, corporate, group, charter, meeting/convention, AAA, government/military, and senior citizen rates/discounts; or (3) hotel rooms booked through or in combination with frequent stay, loyalty, points, coupon promotions, rooms won through contests or sweepstakes or transferred, or rooms booked on opaque websites that do not allow you to see the name of the hotel until your reservation is complete, and (4) rates booked through the FINE HOTELS & RESORTS program. Details (<https://travel.americanexpress.com/home>)

### **Membership Reward® Points on Eligible Purchases**

For each dollar charged on an eligible purchase in each billing period on your Morgan Stanley Credit Card from American Express you will earn one Membership Rewards® point. You will earn: 1 additional point (for a total of 2 points) on eligible purchases of airfare on a scheduled flight charged directly with passenger airlines (charter flights and private jet flights are excluded); 1 additional point (for a total of 2 points) on eligible purchases at restaurants located in the U.S.; 1 additional point (for a total of 2 points) on eligible purchases at select department stores located in the U.S. (The current list of select department stores at which you can earn a one additional point is available at [americanexpress.com/rewards-info](http://americanexpress.com/rewards-info)); and 1 additional point (for a total of 2 points) on eligible purchases of car rentals purchased directly from select car rental companies. (The current list of select car rental companies at which you can earn an additional 1 point is available at [americanexpress.com/rewards-info](http://americanexpress.com/rewards-info) (<http://www.americanexpress.com/rewards-info>)). 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 other cash equivalents. Additional terms and restrictions apply.

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.

### **Membership Rewards® Pay With Points**

To use Pay with Points, you must charge your eligible purchase through American Express Travel to a Membership Rewards® program-enrolled American Express® Card. Eligible purchases exclude car reservations, non-prepaid hotels, and FINE HOTELS & RESORTS bookings. Points will be debited from your Membership Rewards account, and credit for corresponding dollar amount will be issued to the American Express Card account used. If points redeemed do not cover entire amount, the balance of purchase price will remain on the American Express Card account. Minimum redemption 5,000 points.

See [membershiprewards.com/terms](https://membershiprewards.com/terms) (<https://membershiprewards.com/terms>) for the Membership Rewards program terms and conditions.

### **Membership Rewards® Program**

Terms and Conditions for the Membership Rewards® program apply. Visit [membershiprewards.com/terms](https://membershiprewards.com/terms) (<http://www.membershiprewards.com/terms>) or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice. Eligible purchases are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include fees or interest charges, purchases of travelers checks, purchase or reloading of prepaid cards, or purchases of other cash equivalents. Additional terms and restrictions apply.

The value of Membership Rewards points varies according to how you choose to use them. To learn more, go to [www.membershiprewards.com/pointsinfo](http://www.membershiprewards.com/pointsinfo) (<http://www.membershiprewards.com/pointsinfo>).

### **Membership Rewards® Program**

Terms and Conditions for the Membership Rewards® program apply. Visit [membershiprewards.com/terms](https://membershiprewards.com/terms) (<http://www.membershiprewards.com/terms>) or call 1-800-AXP-EARN (297-3276) for more information. Participating partners and available rewards are subject to change without notice. Eligible purchases are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include fees or interest charges, purchases of travelers checks, purchase or reloading of prepaid cards, or purchases of other cash equivalents. Additional terms and restrictions apply.

The value of Membership Rewards points varies according to how you choose to use them. To learn more, go to [www.membershiprewards.com/pointsinfo](http://www.membershiprewards.com/pointsinfo) (<http://www.membershiprewards.com/pointsinfo>).

### **Membership Rewards® Program**

For each dollar charged on an eligible purchase in each billing period on your Morgan Stanley Credit Card from American Express you will earn one Membership Rewards® point. You will earn: 1 additional point (for a total of 2 points) on eligible purchases of airfare on a scheduled flight charged directly with passenger airlines (charter flights and private jet flights are excluded); 1 additional point (for a total of 2 points) on eligible purchases at restaurants located in

the U.S.; 1 additional point (for a total of 2 points) on eligible purchases at select department stores located in the U.S. (The current list of select department stores at which you can earn one additional point is available at [americanexpress.com/rewards-info](http://americanexpress.com/rewards-info) (<http://americanexpress.com/rewards-info>)); and 1 additional point (for a total of 2 points) on eligible purchases of car rentals purchased directly from select car rental companies. (The current list of select car rental companies at which you can earn an additional 1 point is available at [americanexpress.com/rewards-info](http://americanexpress.com/rewards-info) (<http://americanexpress.com/rewards-info>)).

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 other cash equivalents. Additional terms and restrictions apply.

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.

### **Membership Rewards® Program - Transfer Points (Domestic Airlines)**

Enrollment in a participating Frequent Flyer program is required. Airline tickets are subject to availability. For each conversion of points into the Frequent Flyer program of a U.S. airline, a fee of \$0.0006 per point, with a maximum fee of \$99, will be charged to your Card account. We charge this fee to offset the federal excise tax we must pay on such conversions. The fee may be more or less than the actual amount of the excise tax we pay on any individual conversion. We may offer you the option to redeem points to cover this fee.

### **Return Protection**

Return Protection can refund you for eligible purchase(s) charged entirely on an eligible American Express® Card. Coverage is limited to 90 days from purchase, up to \$300 per item and up to a maximum of \$1,000 per Card Member account per calendar year based on the date of purchase. Shipping and handling costs for the purchase will not be refunded. Items are eligible if they are in the original purchase condition and if they cannot be returned to the merchant from which they were originally purchased. Certain purchases are not eligible for refund, e.g. motorized vehicles, perishable items, computer software, and jewelry. Other important exclusions apply. Purchases must be made in the 50 United States of America, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, American Samoa, Federated States of Micronesia, Marshall Islands, Palau, Guam and Northern Mariana Islands. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. To be eligible for claim payment, your account must be in good standing on the eligible card that maintains the original charge. Return Protection is subject to additional important terms, conditions and exclusions. For full Terms and Conditions, see [americanexpress.com/RPterms](http://americanexpress.com/RPterms) (<https://americanexpress.com/RPterms>).

### **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, winching, jump starts, flat tire change when Card Member has a workable spare, lockout service when key is in vehicle and delivery of up to 2 gallons of fuel. Services are available when traveling within the 50 United States, the District of Columbia, Canada, Puerto Rico and the U.S. Virgin Islands and only when Card Member is present with the eligible vehicle. This product does not cover some vehicles, e.g. rental vehicles, motorcycles, taxicabs, unlicensed vehicles, tractors and trucks over 10,000 lbs gross vehicle weight. Other important exclusions apply. We may be unable to provide you with coordination and assistance services in case of inclement weather or on roadways which restrict access to certain service providers. Lockout service may be unavailable for vehicles with transponder keys. Subject to additional important terms, conditions and exclusions. For full Terms and Conditions, call 855-431-1156 or see [americanexpress.com/RATerms](http://americanexpress.com/RATerms) (<https://americanexpress.com/RATerms>).

### **Seller of Travel**

American Express Travel Related Services Company, Inc., when acting solely as a sales agent for travel suppliers, is not responsible for the actions or inactions of such suppliers. We want you to be aware that certain suppliers pay us



commissions and other incentives for reaching sales targets or other goals, and may also provide incentives to our travel counselors. For more information please visit [www.americanexpress.com/travelterms](https://www.americanexpress.com/travelterms) (<https://www.americanexpress.com/travelterms>) California CST#1022318, Washington UBI#600-469-694, Iowa TA#669.

## **ShopRunner**

### **ShopRunner Benefit Terms and Conditions**

**Enrolling in the Benefit.** To get the free ShopRunner membership benefit compliments of American Express (the "benefit"), you must go to [www.shoprunner.com/americanexpress](https://www.shoprunner.com/americanexpress) (<https://www.shoprunner.com/americanexpress>) and verify your eligibility for the benefit with an eligible Card account number and then complete the sign up for a ShopRunner membership account ("ShopRunner account"). For details on how the ShopRunner membership works, please see the ShopRunner Terms and Conditions at <https://www.shoprunner.com/terms/sr/> (<https://www.shoprunner.com/terms/sr/>) which govern the use of your ShopRunner membership benefit. You may also be able to enroll in this benefit through access provided to ShopRunner at participating online stores or through an email provided by American Express if it has determined that you have an eligible Card. An "eligible Card" means an American Express U.S. Consumer or Small Business Credit or Charge Card that is not cancelled and that is issued to you by a U.S. banking subsidiary of American Express. Prepaid Cards and products, American Express Corporate Cards and American Express-branded Cards or account numbers issued by other financial institutions are not eligible. ShopRunner will verify with American Express the eligibility of your Credit or Charge Card account number for the benefit.

**Maintaining the Benefit.** To maintain this benefit on your ShopRunner account, you must maintain an eligible Card. The benefit may be cancelled on your ShopRunner account if you do not have an eligible Card. You can maintain only one benefit per eligible Card. During your enrollment in the benefit, ShopRunner and American Express will verify your benefit eligibility.

**Treatment of Existing ShopRunner Memberships.** If you enroll in the benefit and sign up with an existing ShopRunner account, ShopRunner will cancel the term of your existing ShopRunner account. If you paid a fee for any unused portion of the cancelled term of membership, ShopRunner will provide you with a pro rata refund for that portion in accordance with ShopRunner's refund policy. The refund will be processed within 2-4 weeks after enrollment and will be issued to the payment method you used to pay the fee. If a portion of the cancelled term of membership was promotional or free, the free period will be cancelled by ShopRunner and forfeited by you. If you currently have a free or promotional membership on your ShopRunner account, you should consider whether to enroll in the benefit at this time.

**General Terms.** An eligible Card can be used to verify eligibility for only one benefit enrollment. American Express may receive and use your personal data from ShopRunner, which may include personally identifiable information and Credit Card information, to determine eligibility and further develop features and services related to the benefit. American Express may send you emails regarding your enrollment in this benefit. Any information American Express collects from you or from ShopRunner shall be governed by the American Express Online Privacy Statement (<https://www.americanexpress.com/privacy> (<https://www.americanexpress.com/privacy>)). American Express may change, modify, cancel, revoke, or terminate this benefit at any time. You can review these Terms and Conditions at any time by visiting <https://www.shoprunner.com/terms/amex/> (<https://www.shoprunner.com/terms/amex/>).

### **Spending Limits**

When you request that we apply a limit as described below on Charges incurred by an Additional Card Member on your Account, you agree to these terms. These terms supplement, and are incorporated by reference into, the terms of your Card Member Agreement.

At your request, we may agree to apply a limit to the total dollar amount of Purchases, during each billing period, that are charged to Card numbers associated with one or more specified Additional Card Members on your Account. At your request, we may agree to apply a limit to the total dollar amount of cash access transactions at ATMs, during each billing period, that are made using Card numbers associated with one or more specified Additional Card Members on your Account. If we agree to apply a limit, it is not a guarantee that the Additional Card Member will be able to make Purchases or cash access transactions up to the applicable limit. In applying any limit we will not take into account any credits (such as for returned merchandise or for payments), even if a credit relates to a Purchase made by the

Additional Card Member. Any request that we change a limit may not be effective until a subsequent billing period. Any Charges (as defined below) incurred by the Additional Card Member prior to the date during a billing period that we apply the limit will not be subject to the limit for that billing period.

Because of systems or administrative considerations, arrangements with merchants, or for other business reasons, we may, but are not required to, treat some Purchases and/or cash access transactions (collectively, Charges) as not being subject to any such limits. 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. While we typically require merchants to obtain an authorization for purchases and submit final transaction documentation for payment in a timely manner, a limit may not apply or may be exceeded when a merchant does not obtain an authorization for any reason; when a merchant obtains an authorization for a partial amount of the final charge submitted to us for payment; or when such submissions are not submitted or processed at the same time that the authorization is obtained. Examples may include, but are not limited to: Charges made outside of the U.S., in duty-free stores, or on board airplanes or cruise vessels; international airline ticket Purchases; vehicle rentals; lodging stays extended beyond original reservation period; certain mail order Purchases; Purchases billed on a recurring basis; Purchases at gas stations; telecommunications charges, including charges incurred with calling cards; taxicab charges; security deposits; late, damage or other fees in connection with rentals; Purchases billed in installments; restaurant tips and other gratuities; and Charges that occur before the end of billing period, if the Charge is posted to your Account after the Closing Date of that billing period. Any limit will not be applied to Charges for foreign currency or for travelers cheques or gift cheques obtained other than by telephone from us.

The Spending Limit for the Additional Card Member(s) is optional. If no Spending Limit is set on the Additional Card, spending capacity on this Card will be subject to the Basic Card Member's account terms and conditions.

#### **The American Express Auto Purchasing Program Disclosure**

Guaranteed Savings not available in all states. In these states a "Target Price" is shown, which is a market-based example of what you can reasonably expect to pay for your vehicle as configured. Your configured vehicle may not be available or in-stock at the participating Certified Dealer. With Guaranteed Savings, the selected participating TrueCar Certified Dealer guarantees that you will receive at least a certain, stated minimum savings amount off the base Manufacturer's Suggested Retail Price ("MSRP"), including any vehicle-specific manufacturer incentives that may be available when you visit the participating Certified Dealer. Guaranteed Savings only applies to new, in-stock vehicles at the selected participating TrueCar Certified Dealers. Incentives subject to certain terms, conditions and restrictions; see participating TrueCar Certified Dealer for details.

#### **Using Points for Charges**

Using Points for Your Charges is only available to Basic Consumer and OPEN Card Members enrolled in the U.S. Membership Rewards® program. Additional Card Members, Authorized Additional Card Members, and Corporate Card Members are not eligible. Account managers and Rewards managers may be eligible to use points by calling the number on the back of your Card but are not eligible to use points online. All Linked Card Accounts must be in good standing. A minimum of 1,000 Membership Rewards points in your program Account is required and you may use Membership Rewards points only toward the entire amount of an eligible charge. American Express will present the eligible charges you can use points towards, and we may change which charges are eligible at any time without notice. American Express is under no obligation to make charges available for redemption using Membership Rewards points. For each transaction, points will be debited immediately from your Membership Rewards program Account and a credit will be issued to your Linked Card Account for the corresponding dollar amount within 48 hours. Credits processed after the Card Account's statement closing date will appear in the following billing period. You are responsible for payment of the amount due on your Card Account by the due date even after using this feature. To learn about this feature and redeem points online, visit [membershiprewards.com/yourcharges](http://www.membershiprewards.com/yourcharges) (<http://www.membershiprewards.com/yourcharges>).

#### **Year-End Summary**

The Online Year-End Summary, available each January, reflects charges posted to your account from January 1st through December 31st of the prior year.

## **AMEX ASSURANCE COMPANY DISCLOSURES**

For important information on policy terms, go to [americanexpress.com/benefitsguide](http://www.americanexpress.com/benefitsguide)  
(<http://www.americanexpress.com/benefitsguide>)

### **Car Rental Loss and Damage Insurance**

Car Rental Loss and Damage Insurance is underwritten by AMEX Assurance Company, Administrative Office, Phoenix, AZ under Policy AX0925, Policy AX0926, Policy CRLDI-AX0927, or Policy CRLDI-IND. For residents of GU and MP, the Plan is underwritten by Tokio Marine Pacific Insurance Limited, Hagatna, Guam under Policy CRCB000000101. This benefit is not available to residents of American Samoa, Federated States of Micronesia, Marshall Islands, Palau and the US Minor Outlying Islands. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your Card and is subject to change with notice. This document does not supplement or replace the Policies. Coverage applies for the first 30 days of a vehicle rental and when rented from a Car Rental Company. Coverage is not available for ride-sharing companies that allow individuals to rent out their personal vehicle. This policy does not cover some vehicles, e.g. full-sized sport utility vehicles, trucks, off-road vehicles, cars with an original manufacturer's suggested new retail price of USD \$50,000 or more, and exotic cars, as described in the Terms and Conditions. To be eligible for claim payment, your account must be in good standing on the eligible card that maintains the original charge. This product provides secondary coverage. This means it pays eligible benefits not paid by any primary insurance that you have. This product provides collision damage to the rented vehicle but does not cover such things as injuries to you, any passenger in your insured vehicle, injury to other persons, or damages to other vehicles or property. For full Terms and Conditions, see [americanexpress.com/CRLDIterms](https://americanexpress.com/CRLDIterms) (<https://americanexpress.com/CRLDIterms>).

### **Extended Warranty**

Extended Warranty is underwritten by AMEX Assurance Company, Administrative Office, Phoenix, AZ under Policy AX0953, Policy AX0954, Policy EW-AX0958, or Policy EW-IND. For residents of GU and MP, the Plan is underwritten by Tokio Marine Pacific Insurance Limited, Hagatna, Guam under Policy CRCB000000104. This benefit is not available to residents of American Samoa, Federated States of Micronesia, Marshall Islands, Palau, and the US Minor Outlying Islands. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your Card and is subject to change with notice. This document does not supplement or replace the Policy. Extended Warranty can extend the terms of the original manufacturer's warranty on warranties of five years or less. We match the length of the original warranty if the original manufacturer's warranty is less than one year, and we provide one additional year if the original manufacturer's warranty is between one year and five years. Shipping and handling costs for the purchase will not be refunded. Certain purchases are not covered, e.g. items with physical damage, damage as a result of natural disaster, software, motorized devices and vehicles and their parts. Other important exclusions apply. You will only be covered up to the amount charged on your eligible Card; coverage is limited up to a maximum of USD \$10,000 per occurrence; not to exceed USD \$50,000 per Card Member account per calendar year. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. This product is in excess of other warranty plans that you have in place for the eligible item. To be eligible for claim payment, your account must be in good standing on the eligible card that maintains the original charge. For full Terms and Conditions, see [americanexpress.com/EWterms](https://americanexpress.com/EWterms) (<https://americanexpress.com/EWterms>).

### **Purchase Protection**

Purchase Protection is underwritten by AMEX Assurance Company, Administrative Office, Phoenix, AZ under Policy AX0951, Policy AX0952, Policy AX0956, or Policy PP-IND. For residents of GU and MP, the Plan is underwritten by Tokio Marine Pacific Insurance Limited, Hagatna, Guam under Policy CRCB000000105. This benefit is not available to residents of American Samoa, Federated States of Micronesia, Marshall Islands, Palau and the US Minor Outlying Islands. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your Card and is subject to change with notice. This document does not supplement or replace the Policy. Shipping and handling costs for the purchase will not be refunded. Certain purchases are not covered, e.g. items lost by Card Member, consumable and perishable items, motorized vehicles and their parts or accessories, and items damaged partially or entirely by natural disaster or normal wear and tear. Other important exclusions apply. You will only be reimbursed for the amount

charged to your eligible Card; coverage is limited up to USD \$1,000 per occurrence; not to exceed USD \$50,000 per Card Member account per calendar year. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. To be eligible for claim payment, your account must be in good standing on the eligible card that maintains the original charge. This product provides secondary coverage. This means it pays eligible benefits not paid by any primary insurance that you have. For full Terms and Conditions, see [americanexpress.com/PPterms](http://www.americanexpress.com/PPterms) (<http://www.americanexpress.com/PPterms>).

### **Travel Accident Insurance**

Travel Accident Insurance is underwritten by AMEX Assurance Company, Administrative Office, Phoenix, AZ under Policy AX0948, Policy AX0949, or Policy TAI-AX0955. For residents of GU and MP, the Plan is underwritten by Tokio Marine Pacific Insurance Limited, Hagatna, Guam under CRCB000000106. This benefit is not available to residents of American Samoa, Federated States of Micronesia, Marshall Islands, Palau and the US Minor Outlying Islands. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your Card and is subject to change with notice. This document does not supplement or replace the Policy. To be covered, you must pay the Entire Fare\*\* for travel on a Common Carrier (e.g. plane, train, ship, or bus) with your eligible Card. Entire Fare\*\* means the cost of the full fare for a Covered Trip on a Common Carrier. You can use your Basic or Additional Card Member's American Express Card, American Express Membership Rewards® Points or a combination of both for the entire fare. But if you use another form of payment or frequent flyer miles or points from another program to pay for all or part of the fare, you will not be covered, except for New Hampshire residents. Please read important exclusions and restrictions. To be eligible for claim payment, your account must be in good standing on the eligible card that maintains the original charge. For full Terms and Conditions, see [americanexpress.com/TAterms](https://americanexpress.com/TAterms) (<https://americanexpress.com/TAterms>).

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