

By submitting this application, I certify that I have read, met, and agreed to all of the terms, conditions, and disclosures outlined below/as stated below, which contain fee and other important information.

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IMPORTANT INFORMATION REGARDING RATES, FEE, AND OTHER COST INFORMATION

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases	<p>17.24, 20.24 or 22.24%, based on your creditworthiness and other factors as determined at the time of account opening.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
APR for Balance Transfers	<p>17.24, 20.24 or 22.24% APR on balance transfers requested within 30 days of account opening, based on your creditworthiness and other factors.</p> <p>This APR will vary with the market based on the Prime Rate.</p>
APR for Cash Advances	<p>25.24%</p> <p>This APR will vary with the market based on the Prime Rate.</p>
Penalty APR and When it Applies	<p>29.24%</p> <p>This APR will vary with the market based on the Prime Rate. This APR will apply to your account if you:</p> <ol style="list-style-type: none"> 1) Make one or more late payments; or 2) Make a payment that is returned <p>How Long Will the Penalty APR Apply? 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.</p>
Paying Interest	<p>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.</p>
For Credit Card Tips from the Consumer Financial Protection Bureau	<p>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</p>

Fees

Annual Membership Fee	\$0
Transaction Fees	<ul style="list-style-type: none"> • Balance Transfer Either \$5 or 3% of the amount of each transfer, whichever is greater. • Cash Advance Either \$5 or 3% of the amount of each cash advance, whichever is greater. • Foreign Transaction 2.7% of each transaction after conversion to US dollars.
Penalty Fees	

- Late Payment
- Returned Payment
- Overlimit

Up to \$38
Up to \$38
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 08/15/15.

TERMS AND CONDITIONS

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

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. This offer is available to US Residents.

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 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 50% 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.

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.

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.

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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.

Amex Auto Purchase Program

*Between 7/1/13 and 9/30/13, the average estimated savings off MSRP presented by TrueCar Certified Dealers to users of the American Express Auto Purchasing Program, based on users who configured virtual vehicles and subsequently purchased a new vehicle of the same make and model listed on the certificate from Certified Dealers, was \$3,146, including applicable vehicle specific manufacturer incentives. Your actual savings may vary based on multiple factors including the vehicle you select, region, dealer, and applicable vehicle specific manufacturer incentives which are subject to change. The Manufacturer's Suggested Retail Price ("MSRP") is determined by the manufacturer, and may not reflect the price at which vehicles are generally sold in the dealer's trade area as not all vehicles are sold at MSRP.

**Upfront dealer pricing information and 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 Certified Dealer. With Guaranteed Savings, the selected 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 currently available. Guaranteed Savings only applies to new, in-stock vehicles at the selected TrueCar Certified Dealers. Incentives subject to certain terms, conditions and restrictions; see your TrueCar Certified Dealer for details.

Neither TrueCar nor American Express brokers, sells or leases motor vehicles. Each Certified Dealer sets its own pricing, and your actual purchase price is negotiated between you and the Certified Dealer. The Certified Dealer will confirm actual vehicle availability from in-stock inventory, including options and color choices.

American Express does not make any guarantees with respect to vehicle purchase. Fulfillment of this offer is the sole responsibility of the participating American Express merchant. Applicable for full car purchases, credit limitations apply

Blue Sky® Travel Rewards

Blue Sky® Reward Points can be redeemed in increments of 7,500 for a statement credit for eligible travel purchases. For each 7,500 points increment you receive a \$100 statement credit that can be applied toward an eligible travel purchase. Eligible travel purchases are: airfare for a scheduled flight on a passenger carrier, hotel stays (excluding timeshares, banquets and events), car rentals from select major car rental companies listed at americanexpress.com/rewards-info, and other purchases from an online travel site, cruise lines, travel agencies and tour operators. You must redeem points within 6 billing cycles of the Closing Date shown on the billing statement on which the purchases first appears. Redemption for eligible travel purchases typically appears as a statement credit 6-8 weeks after your redemption request is processed. Additional terms, conditions and restrictions apply.

Blue Sky® Reward Points Redemption

Blue Sky® Reward Points can be redeemed for American Express Gift Cards and gift cards from other merchants in the Blue Sky® Rewards Catalog. The number of points required for different gift card options may vary. Points may be redeemed only in the increments and for the values shown for each gift card option in the Blue Sky® Rewards Catalog. Gift card orders will ship typically within 2 weeks from the date your redemption is processed. All gift cards are subject to availability. Fees may apply to certain gift cards. Gift Cards issued by American Express may be used at merchants in the U.S. that accept American Express® Cards. American Express Gift Cards cannot be used at cruise lines, casinos, ATMs, or for recurring charges (such as monthly utilities or subscriptions). See americanexpress.com/gift for details. Additional terms, conditions and restrictions apply.

Blue Sky® Reward Points can be redeemed for cash back in the form of a statement credit ("Cash Back Option"). You will not receive a point refund or credit for any excess points redeemed. Points for the Cash Back Option may be redeemed only in the increments and for the values shown for each Cash Back Option in the Blue Sky® Rewards Catalog. Cash back savings appear as a statement credit typically within 6-8 weeks after your Cash Back Option redemption request is processed. Additional terms, conditions and restrictions apply.

Blue Sky® Reward Points can be redeemed for merchandise in the Blue Sky® Rewards Catalog. Points may be redeemed for merchandise from third parties we select from time to time to participate in the Blue Sky® Rewards Catalog. The number of points required for different merchandise may vary. Merchandise is available for redemption in the increments and for the values shown in the Blue Sky® Rewards Catalog. Orders ship typically within two to four weeks from the date your redemption is processed. Additional terms, conditions and restrictions apply.

Dispute Resolution

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

Earn 1 Point for Each Dollar of Eligible Purchases

You will receive one (1) point for each dollar of eligible purchases. "Eligible purchases" means purchases of goods and services minus returns and other credits. Eligible purchases does not include fees or interest charges, balance transfers, cash advances, purchases of traveler's checks, purchases or reloading of prepaid cards, or purchases of any cash equivalents, charged on your Blue Sky® Card account.

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.

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. Shipping and handling costs for the purchase will not be refunded. Items are eligible if they are in "like new" 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 or the U.S. Virgin Islands. You may be required to send the purchased item to us, in which case we will reimburse you for 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.

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/RAtterms.

Seller of Travel

American Express Travel Related Services Company, Inc. acts solely as sales agent for travel suppliers and 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.

California CST#1022318, Washington UBI#600-469-694, Iowa TA#706.

ShopRunner

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 and verify your eligibility for the benefit with an eligible Card account number and then completing 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/> 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>). 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/>."

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

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.

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 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.

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 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.

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.

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