

"PAY BY COMPUTER" TERMS AND CONDITIONS

Last Modified: May 1st, 2017

SCOPE OF AGREEMENT: Your use of the "Pay by Computer" or "Pay Bill" service, which allows you to pay amounts you owe to American Express electronically (each, an "Electronic Payment"), is subject to these Terms and Conditions ("Agreement") between you and American Express Travel Related Services Company, Inc. ("American Express", "we", or "us"). In this Agreement, the words "you" and "your" refer to either (i) in the case of a Card account, the Basic Card Member (that is, the person primarily responsible for repayment of the account) and also includes all Additional Card Members or (ii) in the case of a Loan, the Loan Customer, in each case who has authorized an Electronic Payment under this Agreement. The words "your account" refer to the account held by a bank, securities firm or other financial institution from which debits will be made when you authorize an Electronic Payment. The words "your bank" mean the bank, securities firm or other financial institution that holds your account. For the purpose of this Agreement only, unless we specify otherwise, (x) the word "Card" means any American Express credit or charge card issued to you and your Additional Card Members and (y) the word "Loan" means an American Express Loan issued to you.

CONSENT TO ELECTRONIC WITHDRAWAL: By agreeing to the terms of this Agreement, you authorize us or our agent to draw a check or draft or initiate an automated clearing house (ACH) or depository transfer check (DTC) debit in your name to the financial account you specify in the amount you request, payable to us or to our agent, in the amount of the transaction. If the debit amount you request exceeds the outstanding balance on your Card account or Loan account, we may reduce that debit amount to equal the outstanding balance.

CHARGES/FEES: When you authorize an Electronic Payment, your bank may assess its customary per-check or item-handling charge, if any. You also agree to pay us a service charge for each dishonored check or draft to reimburse us for any costs of collection, as permitted by applicable law. Your bank may also assess its customary charge for such items.

DISHONORED REQUESTS FOR PAYMENTS: If any Electronic Payment is not honored by your bank:

- (a) For a Card account, we have the right to charge the amount of any such transaction to the Basic Card Member's Card account or to collect the amount from you. If this happens, we may cancel your right to submit future Electronic Payments.
- (b) For a Loan account, we have the right to collect the amount from you. If this happens, we may cancel your right to submit future Electronic Payments.

For certain of your accounts, you may have a separate agreement with us or with a participating bank, securities firm, or other financial institution that allows a line of credit to be accessed in the event that your account contains insufficient funds to make payment to us. You should refer to the appropriate agreement relating to that line of credit for the terms and conditions that govern its use.

LIABILITY FOR UNAUTHORIZED TRANSACTIONS AND ADVISABILITY OF PROMPT REPORTING: For a Card account, tell us AT ONCE if you believe the Card has been lost, stolen or used without your permission. Telephoning is the best way of minimizing possible losses. We will not hold you liable for any unauthorized transaction which occurs after you notify us of a loss, theft or possible unauthorized use of the Card. In any event, even if you fail to notify us of any unauthorized transaction or series of related unauthorized transactions your liability shall not exceed \$50.

If you believe the Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call 800-528-4800 or 1-800-CASH-NOW (1-800-227-4669) (from within the U.S.) or 336-393-1111 (outside the U.S.) anytime. Or write: American Express Credit Department P.O. Box 53830 Phoenix, AZ 85072-3830 Outside the United States you may also contact any American Express Travel Service Location to report a loss or theft of the Card.

OUR LIABILITY FOR IMPROPER TRANSACTIONS OR PAYMENTS: If a transaction is not completed as you have directed or if we do not complete a transfer to or from your account on time in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable to you in the following instances:

1. If, through no fault of ours, your account does not contain enough money to complete the transaction;
2. If the funds in your account are subject to legal process or other encumbrance restricting the transaction;
3. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

BUSINESS DAY: For purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: Any Electronic Payment you make is subject to the American Express Online Privacy Statement and any privacy notice applicable to the Card or Loan for which you are making such Electronic Payment.

HOW TO CONTACT US: If for any reason you wish to contact us about the Payment Option or any Electronic Payment, write or call us as follows:

American Express
Pay By Computer
P.O. Box 981531
El Paso, TX 79998-1531

For a Card account: 1-800-528-2122

For a Personal Loan account: 1-844-273-1384

For a Business Loan account: 1-888-781-6972

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC PAYMENTS: Write or call us at the number or address given above as soon as you can if you think your Card statement, Loan invoice, or any Electronic Payment receipt is wrong or if you need more information about an Electronic Payment listed on your Card statement, Loan invoice, or Electronic Payment receipt. We must hear from you no later than 60 days after we sent you the FIRST Card statement or Loan invoice, as applicable, on which the problem or error appeared.

Tell us your name and Card or Loan account number.

Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally we may require that you send us your complaint or question in writing within 10 business days* from the date you notified us.

We will tell you the results of our investigation within 10 business days* after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this we will ensure that your bank re-credits your account within 10 business days* for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days* following your oral notification, we may not re-credit your account. For transactions initiated outside the U.S. (and in the event there are transfers resulting from any point of sale debit card transactions), we will have 20 business days instead of 10 business days, and 90 calendar days instead of 45 calendar days, unless otherwise required by law.

(*For Massachusetts residents, 10 calendar days instead of business days.)

If we determine that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. Upon your request, we will provide you with copies of the documents that we used in our investigation. If we have provisionally re-credited your account during the investigation and determine that there was no error, we will notify you of the date on which we will re-debit your account, and the amount to be debited. You should make certain that your account contains sufficient funds to cover this debit. If it does not, we have the right to charge such amount to the Card or Loan account or to collect the amount from you.

CONSENT TO ELECTRONIC COMMUNICATION: You consent to receive a one-time confirmation of your Electronic Payment electronically to the e-mail address you have provided to us. However, we reserve the right to send the confirmation via paper under certain conditions.

ASSIGNMENT: We have the right to assign this Agreement to a subsidiary or affiliate company at any time.

NOTE FOR MASSACHUSETTS RESIDENTS GENERAL DISCLOSURE STATEMENT: Any documentation provided to you which indicate that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made. The initiation by you of certain electronic funds transfers

from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES: If you give us your written authorization to disclose information about you, your Card account or your Loan account, as the case may be, or the transactions that you make to any person, that authorization shall automatically expire 45 days after we receive it.