

CREDITSECURE® TERMS AND CONDITIONS

Effective on or after October 30, 2023

These terms and conditions (the “Terms”) govern the use of the CreditSecure® product (“CreditSecure”) provided by American Express Travel Related Services Company, Inc. (“American Express”).

OVERVIEW OF SERVICES

Key services provided by CreditSecure are summarized in the following table. These and additional services are more fully explained in the *CreditSecure Services* section below.

There are two versions of the CreditSecure product: online and offline. **If you are a new enrollee in CreditSecure, you are enrolled in the online product.** Offline enrollees are previously enrolled members and the offline version of CreditSecure is not currently available for new enrollments.

Online enrollees receive services through the internet and by email. Online enrollees may sign up to receive certain services via text message. Please see below.

Offline enrollees receive services through the mail.

SERVICES	ONLINE ENROLLEES	OFFLINE ENROLLEES
Enrollment	All new members are enrolled in online CreditSecure.	Offline enrollment in CreditSecure is not available for new enrollees.
FICO® Score 8:	Your FICO® Score 8 is calculated based on information received from each of the “3 Major Bureaus.” Your FICO® Score 8 is generated automatically once per month on the anniversary of your enrollment date or earlier if your enrollment date is after the 30th day of the month or the last day in February. It is also calculated when you pull your 3 Bureau Credit report, which is available once every 30 days. On or after October 30, 2023, your FICO® Score 8 is also calculated when you access your 1 Bureau Experian® credit report.	Your FICO® Score 8 is calculated based on information from each of the 3 Major Bureaus and sent by mail quarterly. You will receive an Experian FICO® Score 8 quarterly.
Credit Reports:	You may request one 3 Bureau credit report from Experian®, Equifax® and TransUnion® (collectively the "3 Major Bureaus") once every 30 days. On or after October 30, 2023, you may access your 1 Bureau credit report from Experian up to three (3) times every month.	Credit reports from each of the 3 Major Bureaus, Experian®, Equifax® and TransUnion® are sent by mail yearly with quarterly updates.
Credit Monitoring:	Continuous monitoring of credit reports from each of the 3 Major Bureaus.	Continuous monitoring of credit reports from each of the 3 Major Bureaus.
Credit Report Alerts:	Email alerts of key changes in any of your reports. On or after October 30, 2023, this includes alerts for Positive Credit Activity and Dormant Account Activity.	Mailed alerts of key changes in any of your reports. On or after October 30, 2023, this includes alerts for Positive Credit Activity and Dormant Account Activity.
Credit Limit, Utilization and Balance Alerts:	Email alerts when account credit, including credit card and installment account limits, utilization and balances change within certain parameters.	Mailed alerts when account credit, including credit card and installment account limits, utilization and balances change within certain parameters.
Identity Alerts:	Real time notification via email or text message (if enrolled) to alert you when activity using your personal information occurs. This could be new applications or identity validations.	Notification via mail to alert you when activity using your personal information occurs. This could be new applications or identity validations.
Dark Web Monitoring:	CyberAgent® dark web monitoring scans the dark web of the internet for your personally identifiable information that may be compromised. If any information is found on the internet, you will receive a notification by email.	CyberAgent® dark web monitoring scans the dark web of the internet for your personally identifiable information that may be compromised. If any information is found on the internet, you will receive a notification by mail.

Child Monitoring:	Monitoring for up to 10 enrolled children under 18 for personally identifiable information including: Social Security Number (“SSN”), credit report existence and address monitoring. If any information is found on your child’s SSN on the internet, you will receive a notification by email.	Monitoring for up to 10 enrolled children under 18 for personally identifiable information including: Social Security Number (“SSN”), credit report existence and address monitoring. If any information is found on your child’s SSN on the internet, you will receive a notification by mail.
SSN Trace:	Displays all the instances where your SSN and name/alias have been registered, based off your credit header file (which includes your name and SSN). Alerts are sent via email when a new name/alias or new address is associated with your SSN.	Displays all the instances where your SSN and name/alias have been registered, based off your credit header file (which includes your name and SSN). Alerts are sent via mail when a new name/alias or new address is associated with your SSN.
Lost Wallet Assistance:	Assistance to replace lost or stolen cards, including a repository to store certain personal information in your CreditSecure Dashboard. Representatives can be reached by dialing 1-866-617-1893.	Assistance to replace lost or stolen cards, including a repository to store certain personal information. Representatives can be reached by dialing 1-866-617-1893.
Fraud Resolution Representative:	Toll-free fraud resolution representatives can be reached by dialing 1-866-617-1893.	Toll-free fraud resolution representatives can be reached by dialing 1-866-617-1893.
Financial Account Takeover:	Monitoring that provides alerts of financial account fraud and for activity on demand deposit accounts. Notifications will be sent by email.	Monitoring that provides alerts of financial account fraud and for activity on demand deposit accounts. Notifications will be sent by mail.
Identity Theft Insurance:	Reimbursement could be available for up to \$1,000,000 per enrollee, per twelve-month period, for covered expenses associated with restoring the enrollee’s stolen identity. Terms, conditions, provisions and exclusions apply.	Reimbursement could be available for up to \$1,000,000 per enrollee, per twelve-month period for covered expenses associated with restoring the enrollee’s stolen identity. Terms, conditions, provisions and exclusions apply.
Social Media Monitoring: (for connected social media accounts)	Receive email alerts for privacy and reputational risks when you link your social media network profile(s).	Not available for offline enrollees.
Online Privacy Manager:	Scan and monitor your personal information on certain people-finder sites and facilitate removal of your personal information on your behalf. Notifications will be sent via email.	Not available for offline enrollees.

FICO® Scores are developed by Fair Isaac Corporation. The FICO® Score provided by Experian is based on the FICO® 8 scoring model. Many but not all lenders use the FICO® 8 scoring model.

There are many different credit scoring models that can give a different assessment of the credit risk (risk of default) for the same consumer and credit file. Your lender or insurer may use a different FICO® Score than FICO® 8, or another type of credit score altogether. Just remember that your associated risk level is often the same even if the number is not. For some consumers, however, the risk assessment of FICO® 8 could vary from the score used by your lender.

FICO® 8 scores range from 300 to 850. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower FICO® Score indicates to lenders that you may be a higher credit risk. There are three different major credit reporting agencies—Experian, TransUnion and Equifax—that maintain a record of your credit history known as your credit file. Your FICO® Score is based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. Therefore, your FICO® Score can vary if the information they have on file for you is different. Since the information in your file can change over time, your FICO® Score may also change.

FICO® IS A REGISTERED TRADEMARK OF THE FAIR ISAAC CORPORATION IN THE UNITED STATES AND OTHER COUNTRIES.

PURCHASE AND BILLING; AUTOMATIC RENEWAL TERMS

This Product is Optional:	CreditSecure is an optional fee product. Whether or not you purchase CreditSecure will not affect the terms of any existing credit agreement or any application for credit you may have with American Express or its affiliates.
Purchase Date:	<p>Once we successfully confirm 3-Bureau monitoring, we will send you a welcome email. This is when your billing period will begin.</p> <p>Your welcome email contains the Summary of Key Benefits, which will confirm the date of your purchase (the "Purchase Date"). All of your benefits become active on the Purchase Date.</p> <p>Online Privacy Manager and Social Media Monitoring require additional steps for activation.</p>
Billing:	<p>CreditSecure fees plus applicable taxes are billed once a month. Upon your purchase, your first CreditSecure fee will be billed to your American Express Card account at about the time you receive your welcome email.</p> <p>Annual billing is currently not available for new enrollees. Current members of the annual billing option may remain in this billing cycle.</p> <p>First-time Customers All first-time customers are eligible to purchase the first 30 days of service for \$1. You may be eligible if you have not previously purchased any CreditSecure product.</p> <p>Thereafter, you will be billed \$19.99 per month. Billing will be made to your American Express Card account.</p> <p>Returning Customers If you are not eligible, you will be billed \$19.99 for the first 30 days of service.</p> <p>Sales tax added where applicable on all charges.</p>
Automatic Renewal Terms:	<p>For monthly enrollees, your purchase will automatically renew each month until you cancel or we terminate your enrollment.</p> <p>For annual enrollees, your purchase will automatically renew each year until you cancel or we terminate your enrollment.</p> <p>See americanexpress.com/creditsecure to login and access "My Account" for information on how to cancel your enrollment. Also, please refer to the "Cancellation/Termination" section below.</p>
Billing Authorization:	By purchasing CreditSecure you authorize us to bill your American Express Card account each month for your fee. You authorize such billing until you cancel or we terminate your enrollment. American Express, in its sole discretion, may change the fee with 30 days advance notice. Notice will be sent by mail to offline enrollees or email to online enrollees to the most recent address or email address you have provided.
Effective Period:	<p>Your purchase is effective for the period covered by your monthly fee, as the case may be. Your enrollment will continue until cancelled or terminated.</p> <p>If you are an annual enrollee, the effective period ends immediately when your enrollment is cancelled or terminated.</p>

CANCELLATION AND REFUNDS

Cancellation/ Termination:	<p>You can cancel your enrollment at any time by calling 1-866-617- 1893, emailing support@creditsecure.com, or by writing to:</p> <p>CreditSecure c/o ConsumerInfo.com, Inc. PO Box 1459 Allen, TX 75013</p> <p>In certain states, you can cancel online by logging into your CreditSecure account [americanexpress.com/creditsecure] under "My Account." Online cancellation is not available in every state. If online cancellation is available, you will find the option in the dropdown of "My Account."</p> <p>American Express may terminate your enrollment at any time and for any reason. If your enrollment is terminated, we will attempt to notify you by email or mail.</p> <p>In addition, American Express may terminate your enrollment as described below under "If We Cannot Reach You" and "If Unable to Obtain Data from the 3 Major Bureaus."</p>
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Refund Policy:	<p>If your monthly enrollment is cancelled or terminated, you will not receive a refund. However, you will be able to use CreditSecure through the end of the monthly enrollment period unless your card account has been cancelled. You will not be billed for additional months after cancellation/termination.</p> <p>If your annual enrollment is cancelled or terminated, you will receive a prorated refund. Your membership will no longer be valid and will be cancelled effective immediately.</p>
If We Cannot Reach You:	<p>You must keep your current address and/or email address on file with American Express. We are not responsible for non-delivery of services due to your failure to provide updated contact information.</p> <p>If your mail or email becomes undeliverable, we will attempt to contact you by mail. If the issue cannot be resolved, your enrollment will be terminated. In such cases, we may suspend your billing from the time it was discovered that your mail or email was undeliverable, or you may receive a refund.</p> <p>Email may become undeliverable due to issues with your email server, a full inbox or an incorrectly entered email address. In order to ensure you are receiving all benefits, we will suspend your billing or terminate your membership if you are not receiving email notifications.</p>
If Unable to Obtain Data from the 3 Major Bureaus:	<p>In order to provide you with benefits, CreditSecure relies on information provided by the 3 Major Bureaus. There may be times when information cannot be obtained from one or more of the bureaus. In these cases, you may be unable to receive credit reports, monitoring and/or FICO® 8 Scores.</p> <p>If we learn your credit reports or FICO® 8 Scores are unavailable, billing will be suspended. You will be advised of any steps needed to resolve the issue. Should your reports or FICO® 8 Scores remain unavailable, we will terminate your enrollment and attempt to contact you. If you are billed annually, you will receive a refund prorated back to the date we learned you were not receiving reports or FICO® 8 Scores.</p> <p>If we learn your credit monitoring services are unavailable, we will terminate your enrollment and attempt to contact you. If you are billed annually, you will receive a refund prorated back to the date we learned you were not receiving credit monitoring.</p>

CREDITSECURE SERVICES

CreditSecure includes the services described below. Services are provided by a third-party service provider.

There are two versions of CreditSecure: online and offline. Your benefits will differ depending on which type of enrollment you have. We are no longer accepting offline enrollments. Offline customers may convert to online customers by visiting americanexpress.com/creditsecure.

CreditSecure is not a credit repair organization. It cannot act to improve your credit report, history or score. It also cannot resolve fraudulent activity on your credit reports. CreditSecure cannot directly change accurate adverse information on your report. If you believe your credit report is inaccurate, you must notify the report's issuer (e.g. Experian, Equifax, TransUnion).

FICO® Score 8:	<p>Online enrollees have online access to FICO® Score 8 from each of the 3 Major Bureaus. The FICO® Score 8 is provided once per 30 days automatically and generated on the anniversary of your enrollment or earlier if your enrollment date is after the 30th day of the month or the last day in February. It is also available once per month when you request your credit report online.</p> <p>On or after October 30, 2023, the FICO® Score 8 is also calculated when an online enrollee accesses their 1 Bureau Experian credit report.</p> <p>Offline enrollees receive FICO® Score 8 by mail from each of the 3 Major Bureaus upon enrollment. They then receive an updated FICO® Score 8 yearly. These scores are provided automatically and do not need to be requested.</p> <p>The information in your credit reports is subject to change as the 3 Major Bureaus obtain and update your credit information. Therefore, your FICO® Score 8 may differ each time it is calculated.</p>
Credit Reports and Updates:	<p>Online enrollees have online access to a report from each of the 3 Major Bureaus. A report can be requested once every 30 days. You must login online at americanexpress.com/creditsecure to request and access your reports. Your report will only be generated upon request and is not provided automatically.</p> <p>On or after October 30, 2023, online enrollees may access their 1 Bureau credit report from Experian up to three (3) times every month.</p> <p>Offline enrollees receive a report by mail from each of the 3 Major Bureaus upon enrollment. They then receive reports from each bureau yearly with quarterly updates. These reports are provided automatically and do not need to be requested.</p> <p>By purchasing CreditSecure, you authorize American Express, through its Provider (as defined herein) to obtain, review and monitor your credit reports from the 3 Major Bureaus for the purpose of providing CreditSecure.</p> <p>Your credit reports can vary among bureaus. Some lenders report your credit history to only one or two bureaus. American Express is not responsible for the accuracy or contents of your reports. American Express is not responsible for your use of information provided in the reports.</p>

<p>Credit Monitoring and Alerts:</p>	<p>CreditSecure provides continuous monitoring for key changes to your credit data as reported to the 3 Major Bureaus. CreditSecure will send alerts for potentially fraudulent items and key changes including:</p> <ul style="list-style-type: none"> • New credit inquiries • New potentially negative information • New public records • New accounts opened in your name • New address change • Changes regarding your credit limit or utilization <p>On or after October 30, 2023, CreditSecure will send alerts that include:</p> <ul style="list-style-type: none"> • New positive credit activity • New activity on dormant accounts <p>Historical details impacting your credit history prior to enrollment in CreditSecure will not be reported.</p> <p>To the extent possible, CreditSecure will send alerts to online enrollees by email within 24 hours of the key changes being discovered.</p> <p>To the extent possible, CreditSecure will send alerts to offline enrollees by mail within 24 hours of the key changes being discovered.</p> <p>CreditSecure relies upon data from the 3 Major Bureaus to send alerts. Accordingly, American Express is not responsible for the accuracy of the data, including data content or missing data.</p>
<p>Credit Limit, Utilization and Balance Alerts:</p>	<p>CreditSecure provides alerts when credit card limits, utilization and balances change within certain parameters outlined below.</p> <p>Online enrollees will receive notification of these changes via email.</p> <p>Offline enrollees will receive notification of these changes via mail.</p> <p>These changes will be reported to you automatically; you do not have to enter additional information to receive these alerts.</p> <ul style="list-style-type: none"> • Credit Limit (+/- \$100) • Utilization (+/- 30%) • Balance (+/- \$5,000) <p>These changes are reported based on data from Experian.</p>
<p>Identity Alerts:</p>	<p>CreditSecure will send you a notification to alert you when activity using your personal information occurs. This could be new applications or identity validations.</p> <p>Monitoring includes:</p> <ul style="list-style-type: none"> • Retail credit cards • Banking credit cards • Auto loans • Telecom • Lenders • Pre-paid cards • Student loans • Payday loans <p>Online enrollees will receive notification real time via email or by text message. To enroll into text message alerts, log into CreditSecure and access “My Account” to modify your settings. Message and data rates may apply.</p> <p>Offline enrollees will receive notification by mail. This notification will not be real time due to the nature of mail.</p>

<p>Dark Web Monitoring:</p>	<p>CyberAgent® dark web monitoring scans the dark web of the internet for your personally identifiable information that may be compromised including:</p> <ul style="list-style-type: none"> • 10 Credit/Debit Cards • 10 Bank Accounts • 10 Retail Cards • 5 Medical ID Cards • 5 Phone #s • 5 Email Addresses • 1 Passport • 1 Driver's License • 1 SSN <p>The dark web is defined as a part of the World Wide Web that is only accessible by means of special software which allows users to remain anonymous.</p> <p>Some of the information above must be entered into your CreditSecure portal to be monitored. Components such as e-mail, SSN, primary phone number and credit card used for payment will be automatically monitored.</p> <p>To register additional information, online members can enter the information in the online CreditSecure portal.</p> <p>Offline members can contact a CreditSecure representative at 1-866-617-1893 to have additional information monitored.</p> <p>Online members will receive a notification by email if any of the information is found on the dark web.</p> <p>Offline members will receive a notification by mail.</p>
<p>Child Monitoring:</p>	<p>Child Monitoring is a feature included with your CreditSecure membership that allows for up to 10 of your children under the age of 18 to be monitored for potentially fraudulent activity for no extra charge. Personally identifiable information that is monitored with Child Monitoring includes:</p> <ul style="list-style-type: none"> • SSN Trace • Credit Report and Existence • Address Monitoring <p>The SSN Trace monitoring includes monitoring for all known names/aliases and addresses associated with the child's SSN based upon data in the credit header. If you do not recognize the names/aliases or addresses associated with your child's SSN, you should contact CreditSecure at 1-866-617-1893.</p> <p>Credit report existence is monitored because the existence of a credit report for an individual under 18 can be an indication of fraud.</p> <p>Address monitoring monitors for any addresses associated with the minor's SSN. If you do not recognize the address of your child's SSN, you should contact CreditSecure at 1-866-617-1893.</p> <p><i>Your child/children must be enrolled in Child Monitoring:</i></p> <p>Online members can register their child's information online at americanexpress.com/creditsecure.</p> <p>Offline members can contact a CreditSecure representative at 1-866-617-1893 to register their child's information to be monitored.</p> <p>Online enrollees will receive Child Monitoring notifications by email to the email address registered.</p> <p>Offline enrollees will receive Child Monitoring notifications by mail to the address on file.</p>
<p>Positive Credit Activity Alerts:</p>	<p>This service notifies enrollees of changes to their Experian credit report that may positively impact their credit score, such as account closure, account payment, account improvement, and account status.</p> <p>Online enrollees will receive an alert by email within 24 hours of the change to their Experian credit report to the email address on file.</p> <p>An alert will be mailed to offline enrollees to the address on file, sent within 24 hours of the change to their Experian credit report.</p>

<p>Dormant Account Alerts:</p>	<p>This service alerts enrollees when changes to dormant accounts are detected on their Experian credit report. An account is dormant if it has a zero balance for six (6) or more months. If activity is detected on a dormant account, an alert will be generated to notify the enrollee of the action. An account that has a balance is not considered dormant.</p> <p>Online enrollees will receive an alert by email within 24 hours of the change to their dormant account on their Experian credit report to the email address on file.</p> <p>An alert will be mailed to offline enrollees to the address on file, sent within 24 hours of the change to their dormant account on their Experian credit report.</p>
<p>SSN Trace:</p>	<p>SSN Trace, or Social Security Number Trace, monitors your SSN and displays all the locations where your SSN and name/alias have been registered. This information is based off your credit header file (which includes your name and SSN).</p> <p>Online enrollees will receive an alert by email when a new name/alias or new address is associated with your SSN.</p> <p>An alert will be mailed to offline enrollees when a new name/alias or new address is associated with your SSN. This notification will not contain any information on your SSN. Instead, you will be prompted to call a CreditSecure representative at 1-866-617-1893 for additional detail. This is to ensure your information is kept secure in the event of fraud.</p>
<p>Lost Wallet Assistance:</p>	<p>If contents of your wallet are lost or stolen, CreditSecure can provide assistance with the following:</p> <ul style="list-style-type: none"> • Credit Cards • Debit/ATM Cards • Medical ID Cards • Data Input (licenses, passport, clubs, etc.) <p>CreditSecure representatives can be reached by dialing 1-866-617-1893. A CreditSecure representative will call your card issuer with you on the phone line to help cancel and replace lost or stolen cards. This service requires that you remain on the phone for these calls. There may be times when an issuer will not permit us to remain on the line and you will have to complete the process without us.</p> <p>You may register your card information in advance with CreditSecure, which will allow the information to be stored in case of need. Registration is not required to use the card cancellation and replacement service, but will make it easier to assist you if such service is needed. If you have not registered your cards in advance and need assistance, you will need to provide the name of your card issuer and any information required by your card issuer to cancel and replace cards.</p> <p>You can register or update your information by completing a Card and Document Registration form and mailing the form to CreditSecure Card and Document Registration, PO Box 1459 Allen, TX 75013 or by faxing the form to (479) 573-7377.</p> <p>Online customers can also register or update information online at americanexpress.com/creditsecure.</p> <p>Additionally, you can register other document information, such as driver's license and passport numbers. If you register, CreditSecure will have your information on record if these documents are ever lost or stolen. However, CreditSecure only provides cancellation and replacement assistance for credit, debit and charge cards. While CreditSecure cannot provide the same level of assistance for licenses or passports, a CreditSecure representative can provide you with direction on where to seek such cancellation and replacement.</p>
<p>Fraud Resolution Assistance:</p>	<p>If you receive an alert from CreditSecure or for any reason think that you are a victim of fraud or identity theft, you can call 1-866-617-1893 and request to speak with a dedicated Fraud Resolution Agent. The agent may be able to assist you and can initiate phone calls to facilitate the resolution process. This may include conference calls with you and people/agencies that need to be contacted. The agent can also provide further guidance and support.</p> <p>AMERICAN EXPRESS IS NOT OBLIGATED, NOR DOES IT PROMISE OR GUARANTEE THAT CREDITSECURE WILL PROTECT YOU AND/OR YOUR INFORMATION FROM IDENTITY THEFT. THE PRODUCT IS DESIGNED TO HELP YOU PROTECT YOURSELF FROM IDENTITY THEFT VULNERABILITIES. ASSISTANCE IS PROVIDED IN ADDITION TO ANY PRECAUTIONS YOU SHOULD REASONABLY BE EXPECTED TO TAKE, INCLUDING PROTECTING YOUR ACCOUNT NAMES, PASSWORDS, SOCIAL SECURITY NUMBER AND OTHER PERSONALLY IDENTIFYING INFORMATION. CREDITSECURE'S FRAUD RESOLUTION ASSISTANCE IS NOT AN INSURANCE POLICY OR CONTRACT OF INSURANCE. AMERICAN EXPRESS DOES NOT GUARANTEE THE ACCURACY OF LIEN, JUDGMENT, INVESTMENT, OR CRIMINAL SEARCHES CREDITSECURE MAY PERFORM ON YOUR BEHALF.</p>

<p>Financial Account Takeover:</p>	<p>Financial Account Takeover monitors for certain activity in demand deposit accounts, such as:</p> <ul style="list-style-type: none"> • New deposit account applications • New deposit accounts opened • Changes made to deposit account holder’s personal information • New signers added to account <p>When questionable activity is detected, alerts will be sent to notify you of the activity. Alerts are provided daily.</p> <p>Online enrollees will receive an alert by email within 24 hours of the change detected on their Experian credit report to the email address on file.</p> <p>An alert will be mailed to offline enrollees to the address on file, sent within 24 hours of the change detected on their Experian credit report.</p>
<p>Social Media Monitoring:</p>	<p>Social Media Monitoring is a service requiring activation. It allows you to monitor certain social media networks for privacy and reputational risks.</p> <p>Privacy risks include instances where your personal information, such as addresses or date of birth, are being shared publicly.</p> <p>Reputational risks consider content that may be detrimental to your reputation like foul language, sexual content, drug and alcohol references.</p> <p>In the event a risk is identified, you will receive an alert.</p> <p>To enable the Social Media Monitoring service, you must link your social media accounts to CreditSecure for this monitoring to occur. We can only monitor social media accounts that are linked by you. CreditSecure will not store your social media network credentials.</p> <p>Social media networks will include Facebook, LinkedIn, “X” (f/k/a Twitter) and Instagram, as well as other networks that are added to the service from time to time.</p> <p>Online enrollees will receive an alert via email within 24 hours of content being detected through the service to the email address registered.</p> <p>This service is not available to offline enrollees.</p>

<p>Online Privacy Manager:</p>	<p>Online Privacy Manager is a service that requires activation and provides online enrollees the ability to scan, remove and monitor personal information on people finder sites in Provider’s covered sites network. Provider reserves the right to change the covered sites at its sole discretion based on performance and end user value.</p> <ol style="list-style-type: none"> a. Scan – Provides you an initial scan of which sites have your personal data within Provider’s covered sites network. b. Removals – This service facilitates the removal of your personal information on your behalf found by scanning Provider’s covered sites network. Removal requests are not always granted, are not guaranteed to be successfully communicated, and may not be honored by all of Provider’s covered sites under all circumstances and for reasons outside of Provider’s control or the control of Provider’s agent, used solely to remove personal information from Provider’s covered sites (“Provider’s Agent”). <p>In certain instances, Provider and Provider’s Agent may not be able to remove your personal information.</p> <ol style="list-style-type: none"> a) In the event further verification is required to commence or complete the removal process, Provider will email you to inform you that an action is required to complete the process. b) In the event Provider and /or Provider’s Agent is not able to remove your personal information, Provider will email you to inform you or provide instructions with recommended steps for you to remove your personal information on your own, if possible. <p>Removal may not be possible in all instances.</p> <ol style="list-style-type: none"> c. Monitoring – Provides monitoring for verification of removals and for new personal information found in the future within Provider’s covered sites. <p>This service is only available to online enrollees. To activate, go to the Online Privacy Manager service within your CreditSecure account and initiate your first scan. Once you activate Online Privacy Manager, continuous monitoring will occur every 90 days to check for new personal information that has been obtained.</p> <p>Online enrollees will be alerted of activity by the email on file or through the CreditSecure portal.</p> <p><i>If you activate the Online Privacy Manager service, you authorize Provider and Provider’s Agent to serve as authorized agents specifically for the purpose of effectuating data subject access requests and the removal of your personal data from data broker sites. You acknowledge that scans involve the inputting, searching, and/or communication of your information to the third-party people finder sites in order to determine if your information is stored on or by the covered sites, and you agree to such use of your personal information. Covered people finder sites are subject to change without notice. Provider may select which people finder sites to scan and may vary such selection on a scan-by-scan basis at Provider’s sole discretion. While some removal requests will be automated on your behalf, you acknowledge that such removal requests are not automatically granted, are not guaranteed to be successfully communicated, and may not be honored by all covered sites under all circumstances and for reasons outside of Provider and/or Provider’s Agent’s control.</i></p> <p>This service is not available for offline enrollees.</p>
<p>Online Tools:</p>	<p>Online enrollees have access to a number of additional tools available on the CreditSecure website. These can be accessed at americanexpress.com/creditsecure and include:</p> <ul style="list-style-type: none"> • Your FICO® Score 8 history, tracked and graphed month-to-month • Access to articles on various credit education topics • Access to a FICO® Score 8 simulator providing a look at the factors that impact your FICO® Score 8 • Financial calculators including debt, mortgage and budget calculators <p>These tools are not available for offline enrollees.</p>
<p>Identity Theft Insurance:</p>	<p>Identity Theft Insurance provides reimbursement for online enrollees and offline enrollees for certain ancillary expenses associated with restoring the enrollee’s identity should the enrollee become a victim of identity theft.</p> <p>Reimbursement could be available for up to \$1,000,000 per enrollee, per twelve month period, for covered expenses associated with restoring the enrollee’s stolen identity. Terms, conditions, provisions and exclusions apply.</p> <p>An enrollee must make a claim for reimbursement in accordance with the terms and conditions of the Identity Theft Insurance.</p> <p><i>Identity Theft Insurance is underwritten and administered by American Bankers Insurance Company of Florida (“ABIC”), an Assurant company. Coverage is provided by group and/or master policies filed in Georgia on a surplus lines basis in 48 states, except New York and Texas, and all U.S. Territories. Coverage is provided by group and/or master policies filed separately for the state of New York and separately for the state of Texas for the provision of Identity Theft Insurance for New York residents and Texas residents, respectively.</i></p> <p><i>Please refer to the actual policies for terms, conditions, provisions and exclusions of coverage. To receive a copy, please contact ABIC at 1-866-440-4886. Coverage may vary by jurisdiction. Review the Identity Theft Insurance <u>Summary of Benefits</u> available on americanexpress.com/creditsecure.</i></p>

KEY DISCLOSURES AND PRODUCT RESTRICTIONS

<p>Third Party Providers:</p>	<p>CreditSecure may provide information obtained from one or more credit reporting agencies. American Express does not control and is not responsible for the information provided by any credit reporting agency.</p> <p>In order to make CreditSecure available, American Express works with third-party service providers including, without limitation, ConsumerInfo.com Inc., an Experian company (“Provider”). In order to make Online Privacy Manager available, American Express works with Provider and/or Provider’s Agent. American Express reserves the right to change Provider and/or Provider’s Agent at any time.</p>
<p>Conditions for Your Use of the Product:</p>	<p>You agree to provide true, accurate and current information about yourself as through the enrollment for CreditSecure. By enrolling into CreditSecure, you certify that you are eighteen (18) years of age or older.</p> <p>You may not use CreditSecure for commercial purposes. You may not use or order CreditSecure for anyone else. American Express cannot accept a joint purchase for two or more adults.</p> <p>You understand that by submitting your request to purchase CreditSecure, you are providing “written instructions” in accordance with the Fair Credit Reporting Act (“FCRA”), for American Express and/or Provider to obtain information from your personal credit profile, including your credit reports, from the 3 Major Bureaus. You authorize American Express and Provider to use your SSN to access your personal credit profile to verify your identity and to provide the services.</p>
<p>Modification of Terms:</p>	<p>Except where stated otherwise, American Express, in its sole discretion, may modify these Terms. American Express will provide you with 30 days advance notice of material changes to the Terms which alter the CreditSecure Services. Notice will be sent by mail or email to the most recent address or email address you have provided for CreditSecure. The Terms will be automatically updated without prior notice to you when there is a change in a law or regulation or third-party policy that requires a change to the Terms.</p> <p>Your continued use of CreditSecure shall be deemed an acceptance of such modifications. If you do not agree with the modification in Terms, you may call to cancel your enrollment.</p>
<p>Termination of Program:</p>	<p>American Express, in its sole discretion, may suspend or terminate the CreditSecure product or your enrollment in the product at any time and for any reason.</p>
<p>No Representations or Warranties:</p>	<p>CreditSecure is provided on an “as is” and “as available” basis only. To the fullest extent permitted under applicable law, American Express does not make, and expressly disclaims, any representation or warranty of any kind, or that CreditSecure is error free. You are solely responsible for any use you make of CreditSecure or any action or decision you make based on it. Further, you agree that American Express will not be liable to you or any third party if American Express or Provider suspends or terminates your use of the product for any reason.</p>
<p>Limitation of Liability:</p>	<p>In no event shall American Express be liable for any incidental, consequential, direct, indirect, special, exemplary, punitive or similar damages arising from or related to your CreditSecure enrollment.</p> <p>American Express's total liability arising from or related to your use, access to, or inability to use CreditSecure will not exceed the amount paid by you for the CreditSecure enrollment during the enrollment term in which any claim or dispute arises.</p>

<p>Fair Credit Reporting Act Disclosure:</p>	<p>The FCRA allows you to obtain all of the information in your consumer credit file from any consumer credit reporting company for a reasonable charge. The FCRA allows consumers to get one free comprehensive report of all of the information in their credit file from each of the 3 Major Bureaus once every 12 months through a central source. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com. CreditSecure is not related to the free FCRA report that you are or may be entitled to. You may also be entitled to receive a free report under the law of the state where you reside.</p> <p>The FCRA also states that you are entitled to receive a report directly from the consumer credit reporting company free of charge under the following circumstances:</p> <ul style="list-style-type: none"> • You have been denied credit, insurance or employment in the past 60 days as a result of your credit report; • You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification; • You are a recipient of public welfare assistance; or • You have reason to believe that your file at the credit reporting company contains inaccurate information due to fraud. <p>The FCRA also permits you to dispute inaccurate information in your credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from American Express or CreditSecure to dispute inaccurate or incomplete information in your credit file or to receive a copy of your credit report.</p> <p>The credit report you receive through CreditSecure is not intended to constitute the disclosure report of Experian information required by the FCRA or similar state laws. Experian's National Consumer Assistance Center provides a proprietary consumer disclosure report that is different from the consumer credit report provided by ConsumerInfo.com, Inc. This disclosure report must be obtained directly from Experian by going to www.experian.com/dispute.</p> <p>Credit reports obtained through CreditSecure may not have the same information as credit reports obtained directly from the 3 Major Bureaus or pursuant to the free annual FCRA report that you are entitled to.</p>
<p>International Restrictions:</p>	<p>In order to comply with applicable law, or due to security considerations, access to the CreditSecure website from certain international locations may be restricted.</p> <p>Addresses outside of the United States are not eligible for CreditSecure. Should an enrollee's billing address change to an international address, his/her CreditSecure membership will automatically be terminated. For details on refunds see the Refund Policy under Cancellation and Refunds. Please call us at 1-866-617-1893 with any questions.</p>

OTHER PROVISIONS, INCLUDING YOUR AGREEMENT TO ARBITRATE

<p>Governing Law:</p>	<p>These Terms and Conditions are governed by the laws of the State of New York, USA, exclusive of its choice of law principles.</p>
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MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING AMERICAN EXPRESS AT 1-866-617-1893. IN THE UNLIKELY EVENT THAT AMERICAN EXPRESS IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE TO YOUR SATISFACTION (OR IF AMERICAN EXPRESS HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), YOU AND AMERICAN EXPRESS EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW.

ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. AMERICAN EXPRESS AND/OR PROVIDER WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, BOTH YOU AND AMERICAN EXPRESS AND/OR PROVIDER WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

(a) American Express, Provider, and you agree to arbitrate all disputes and claims relating to CreditSecure, except any disputes or claims which under governing law are not subject to arbitration. This agreement to arbitrate (the "Agreement") is intended to be broadly interpreted and to make all disputes and claims relating to CreditSecure subject to arbitration to the fullest extent permitted by law.

You agree that you, American Express, and Provider are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to American Express and/or Provider should be addressed to:

American Express ADR
c/o CT Corporation System
111 Eighth Avenue
New York, NY 10011

("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from American Express and/or Provider ("Demand"). If American Express and/or Provider and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or American Express and/or Provider may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by American Express and/or Provider or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or American Express and/or Provider is entitled.

You may obtain more information about arbitration from www.adr.org.

(c) After American Express and/or Provider receives Notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (If you are unable to pay this fee, American Express and/or Provider will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the meaning of this Agreement's other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this Agreement including, but not limited to any claim that all or any part of this arbitration provision or Agreement is void or voidable. The arbitrator shall be bound by the terms of this Agreement. Unless American Express and/or Provider and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided

Arbitration:

	<p>for herein, American Express and/or Provider will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse American Express and/or Provider for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.</p> <p>(d) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the AAA Rules.</p> <p>(e) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.</p> <p>(f) YOU, AMERICAN EXPRESS, AND PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and American Express and/or Provider agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (f) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.</p> <p>Notwithstanding any provision in this Agreement to the contrary, we agree that if American Express and/or Provider makes any change to this arbitration provision (other than a change to the Notice Address) during your enrollment in any credit monitoring or other product, you may reject any such change and require American Express and/or Provider to adhere to the language in this provision if a dispute between us arises regarding such enrollment product.</p>
Jury Waiver:	Both you and American Express voluntarily and knowingly waive any right you or American Express may have to a jury trial for all matters arising out of or related to CreditSecure or these Terms.
Beneficiaries of Terms and Conditions:	These Terms and Conditions also inure to the benefit of American Express' affiliates, product providers (including Provider) and suppliers.
Contact Information:	<p>If you have questions, please contact CreditSecure at: 1-866-617-1893</p> <p>Mail: CreditSecure PO Box 1459 Allen, TX 75013</p> <p>Fax: 1-479-573-7377</p>
Privacy:	Your personal information will be used in accordance with the American Express Privacy Center [https://www.americanexpress.com/us/privacy-center/].