

AMERICAN EXPRESS CREDITSECURE E-COMMUNICATIONS DISCLOSURE

Your Consent To Electronic Delivery ("Consent Statement")

Effective Date: October 24, 2022

Items Covered By This Consent Statement

You may have the right to receive certain legal disclosures, notices, communications and other items in writing in paper form by mail or hand delivery. We may instead provide these (together, "Covered Items") to you electronically if you give us your Consent to do so and satisfy the System Requirements below. Covered Items include, at minimum, the following items and any notices of modifications to these items:

- Documents we deliver when you open a new Card account, such as your Cardmember Agreement, Risk Based Pricing Notice, Privacy Notice, and Card Member benefit information;
- Other important information about your account, such as billing statements, cardmember agreements, electronic funds transfer agreements, billing rights notices, notices concerning cardmember privacy, and other items we provide through your billing statements (collectively referred to as "Paperless Statements");
- Other legal notices that may be required to be in writing, such as insurance forms and documents, disputes and billing inquiry communications, change in terms notices, balance transfer communications, account cancellation notices, suspension of charge privileges, payment due notices, payment inquiry communications, terms and conditions for promotional annual percentage rate (APR) or promotional fee offers that we may make available to you from time to time (collectively referred to as "Account Communications").

If you have multiple American Express cards, you may go to your online account to designate which Cards are subject to this Consent ("Designated Card(s)").

Consent

By agreeing to this Consent Statement, you consent and agree to receive Covered Items electronically for your Designated Cards and you certify you:

- (1) meet our System Requirements,
- (2) can access the Test PDF document linked below, and
- (3) will provide and maintain a valid Designated E-mail Address (collectively, your "Consent").

You understand that by giving us your Consent, you may no longer receive such Covered Items in paper form and you accept any consequence of not reviewing the Covered Items in a timely manner. Your Consent will remain in effect for a Designated Card until you withdraw your Consent in accordance with this Consent Statement. Once you have provided Consent, it may take one to two billing periods for your enrollment to take effect for all Covered Items.

Withdrawal Of Consent

You may withdraw your Consent for a Designated Card at any time through your online account, or by calling the customer service number on the back of your Designated Card. Withdrawing your Consent will not affect the enforceability of any Covered Items already provided or your obligation to make payments. Withdrawing your Consent may, however,

affect aspects of your Designated Card account related to your Consent, such as any discounted rates and fees, and even the availability of the Designated Card account. We will tell you about any effect on your Designated Card account during the withdrawal process.

Modification of Consent Terms

We reserve the right to modify these terms and conditions at our discretion. We will provide you with notice of such modification(s) electronically in a manner consistent with Methods of Providing Covered Items below. If you do not agree to the Consent Statement as modified, you must notify us of your Withdrawal of Consent before its effective date. We will tell you the effective date in the notification, and change the effective date at the top of the new Consent Statement. Failure to withdraw your Consent, or take any other required action as stated in the notification before the effective date will confirm your continued agreement to the Consent Statement as modified. Modifications to these terms will only affect our respective rights and obligations from the effective date of the modification(s) and thereafter, and/or until a subsequent version of this Consent Statement takes effect or you withdraw your Consent in accordance with this Consent Statement.

Methods of Providing Covered Items

It is your responsibility to review Covered Items promptly, so you can take appropriate action. We may provide the Covered Items electronically by any one or more of the following means: (1) your Designated E-mail Address; (2) your online account (whether accessed through americanexpress.com, our mobile application(s) or third-party websites/services you have designated) or our other website(s); or (3) other electronic notification methods (for example, push notifications, text messages). For example, we provide Paperless Statements through your online account, and we may, at our discretion, send courtesy notifications to your Designated E-mail Address to remind you.

Designated E-mail Address

You certify each e-mail address you provide for a Designated Card is a valid e-mail address for the purposes described in this Consent Statement ("Designated E-mail Address"). You agree to maintain each Designated E-mail Address until you provide us with a new one through your online account, or by calling the customer service number on the back of your Designated Card. If you allow someone else to access your Designated E-mail Address, you accept the risk that they may see your sensitive information.

Access to Paper Copies

You can request paper copies of Covered Items through your online account, or by calling the customer service number on the back of your Designated Card. We retain copies of these Covered Items for the time periods required by law and will provide you with copies of these upon request within those time periods. We do not necessarily retain copies for longer than is required by law. Save or print copies of Covered Items to ensure you have them when needed. We may charge fees for paper copies of Covered Items.

Our Right to Send Paper

We reserve the right to provide Covered Items in paper form at all times at our discretion even if you have given us Consent to provide them electronically.

System Requirements

To access and retain the Covered Items, you must have a working e-mail address and a computing or communications device with:

- working Internet access,
- a Web browser that supports 128-bit encryption (such as Chrome_®, Edge_®, or Safari_®),
- •16 MB of available memory (32 MB of RAM recommended) and

 \bullet a program that can view, save and print PDF files (such as Adobe $_{\$}$ Reader $_{\$}$ 4.0 or higher)

(collectively, "System Requirements").

To demonstrate you can access Covered Items in a PDF format, <u>click here</u> ("Test PDF" document). If you are unable to view the Test PDF document you need to install the necessary $Adobe_{\$}$ Reader $_{\$}$ software. You can download $Adobe_{\$}$ Reader $_{\$}$ by <u>clicking here</u> (clicking will open another browser window and take you to Adobe's website).

<u>View Previous Consent Statement</u>