

## AMERICAN EXPRESS® eGIFT CARD CARDHOLDER AGREEMENT

These terms and conditions govern your use of the prepaid, American Express® eGift Card (“Terms and Conditions”). By purchasing, signing or using the prepaid American Express eGift Card (“eGift Card”), you are agreeing to these Terms and Conditions.

The terms “you” and “your” refer to the person who purchased the eGift Card and/or the person who is using the eGift Card. The terms “we” “our” and “us” refer to American Express Travel Related Services Company, Inc. and its subsidiaries and licensees that issue prepaid cards, including American Express Prepaid Card Management Corporation (“AEPCCM”), the issuer of the eGift Card.

### FREQUENTLY ASKED QUESTIONS ABOUT THE eGIFT CARD

#### Is the eGift Card a debit, charge, or credit card?

No. The eGift Card is not a debit, charge, or credit card. It is not a physical payment card or device. The eGift Card is a card number that is electronically delivered to you via email which may be used for the payment of goods and services subject to the terms and restrictions outlined in these Terms and Conditions. The eGift Card is prepaid, and the dollar value loaded onto the eGift Card is a variable load amount that is selected at the time of purchase. The eGift Card is not transferable.

#### Is the eGift Card ready to use immediately?

In most cases, the eGift Card is ready for use immediately after activation.

#### Are there any fees for the use of the eGift Card after purchase?

The eGift Card has NO FEES AFTER PURCHASE (including dormancy, service or other fees).

#### Do the funds on the eGift Card expire?

No, the funds on the eGift Card do not expire.

**If the funds do not expire, what is the “valid thru” date for the eGift Card?** The “valid thru” date for the eGift Card is the date through which your eGift Card may be used. This date is required to process transactions at merchants that request an expiration date to process a transaction. Even if the “valid thru” date has passed for the eGift Card, the Available Balance remains unchanged and intact. In order to keep making purchases with your Available Balance after an eGift Card’s “valid thru” date has passed, please call 1-888-846-4308 for a free replacement eGift or physical Gift Card.

#### Where can the eGift Card be used? Are there any usage restrictions?

The eGift Card may be used at merchants and retailers in the United States, U.S. Virgin Islands and Puerto Rico, including online or mail order retailers and merchants, that accept the American Express Card (“Merchants”). You may use the Available Balance on your eGift Card at physical or retail Merchant locations that accept American Express Cards when you use the eGift Card in connection with a participating mobile payment application or digital wallet service. For information on using your eGift Card in connection with a Digital Wallet, see the section below entitled “May I use my eGift Card in Retail Stores?”. The eGift Card cannot be used for ATM cash withdrawals or for recurring billing charges (such as monthly utilities or subscriptions). You may use the eGift Card to make final payments, but may not be able to use the eGift Card to make reservations or deposits (e.g., car rental or hotel reservations). Except where required by law, the eGift Card is not redeemable for cash. The eGift Card may not be used for unlawful purposes.

If you experience any difficulty making a purchase online or by mail order with the eGift Card, please call Customer Service at 1-888-846-4308 for assistance.

#### May I use my eGift Card in retail stores?

Yes. Your eGift Card may be added to participating mobile payment and/or digital wallet services (“Digital Wallet”). By adding your eGift Card to a participating Digital Wallet, you may use the funds on your eGift Card to pay for goods or services virtually everywhere American Express® Cards are accepted in the United States, United States Virgin Islands, or Puerto Rico, including physical Merchant locations. Your ability to enroll and use your eGift Card in connection with a Digital Wallet, as well as the voluntary or involuntary termination of enrollment from a Digital Wallet, would be governed by the terms and conditions of the Digital Wallet service. For more information on using your eGift Card in connection with a Digital Wallet, visit [AmexGiftCard.com](http://AmexGiftCard.com).

#### Should the eGift Card number be written down?

Yes. When you receive your eGift Card by email, the communication will contain a Card number and other important information You should write down or otherwise retain the eGift Card number, along with the Customer Service number 1-888-846-4308, the 3 digit card security code (“CSC”), and 4 digit card security code (referred to also as the “Card Identification Number” or “CID”) associated with the eGift Card, and keep these in a safe place. You will need the eGift Card number, CSC, and CID to check your balance or replace the eGift Card if it is lost or stolen.

#### Should the receipt from the purchase of the eGift Card be kept?

We strongly suggest that you keep the email receipt from the purchase of the eGift Card if you are the purchaser, as we may require it for a refund, exchange or replacement.

#### How do I check my Available Balance?

The value on the eGift Card at any time is its “Available Balance.” You may check your available balance at [AmexGiftCard.com](http://AmexGiftCard.com) or by calling Customer Service at 1-888-846-4308.

#### How is the balance on the eGift Card calculated?

There are two ways that your Available Balance may be decreased. First, if you make a purchase with the eGift Card, we will deduct the full amount of that purchase, including taxes and any other fees, from the Available Balance. Second, if the Merchant authorizes for an amount greater than the actual purchase, the Available Balance will be temporarily decreased by the amount of the authorization until the actual transaction posts, typically until the eighth (8th) day after purchase. Only the final amount of the purchase will ultimately be deducted from the Available Balance. Once the Available Balance reaches zero (\$0), the eGift Card is no longer valid and you agree that you will no longer use it. However, if a transaction occurs despite an insufficient Available Balance on the eGift Card, you agree to reimburse us, upon request, for the amount of the negative balance created on the eGift Card.

#### Can the eGift Card be used if its Available Balance does not cover the total purchase price?

Depending on the Merchant’s policy, you may be able to use the eGift Card with another form of payment, such as cash, check or another card, to make a purchase. This is known as a “Split Tender Transaction.” Some Merchants do not permit a second form of payment at all. We do not guarantee that a Merchant will permit a Split Tender Transaction. Check with the Merchant for more information on their policies.

#### How may the eGift Card be used at restaurants, hair salons or other merchants that may be expecting a gratuity?

You may use your eGift Card on the Merchant website or in connection with a participating Digital Wallet as indicated in these Terms and Conditions for payment at restaurants, hair salons and other Merchants that expect a gratuity. We and/or the Merchant may obtain an authorization for an amount up to 20% more than the total service bill to cover any gratuity that may be added. Be sure that the balance on the eGift Card is sufficient to cover the cost of the bill *plus* any anticipated gratuity. If the transaction is declined, ask the Merchant to obtain an authorization for an amount equal to or less than the Available Balance.

#### How may the eGift Card be used at gas stations?

You may use your eGift Card at gas stations in connection with a participating Digital Wallet as indicated in these Terms and Conditions. Gas stations will routinely obtain an authorization on the eGift Card for an estimated purchase amount to ensure that the Available Balance will cover the final purchase. To avoid having a gas station obtain an authorization for an amount higher than the Available Balance, we suggest that you prepay inside at the cashier for an amount equal to, or less than, the Available Balance on the eGift Card.

#### What if the eGift Card is lost or stolen?

If the eGift Card is lost or stolen, contact us immediately at 1-888-846-4308. You must provide your name, email address, Card number, CID, and other details for identification purposes. You agree to give us all reasonable information to help make a complete investigation of the loss or theft of the eGift Card. If the eGift Card number is reported by you as lost or stolen, we will issue you a replacement eGift or physical Gift Card with a value equal to the Available Balance on the eGift Card at the time you notified us of the loss or theft. NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR LOST OR STOLEN eGIFT CARD BEFORE YOU NOTIFY US.

#### Can merchandise purchased with the eGift Card be returned?

Merchandise purchased with the eGift Card is subject to the Merchant’s return policies. If the Merchant agrees to issue a credit to the eGift Card, this amount may not be reflected in the Available Balance until the credit posts, which may take up to eight (8) days.

#### Can a charge made with the eGift Card be disputed?

No. Purchases made with the eGift Card are similar to those made with cash, in that you cannot “stop payment” or lodge a “billing dispute” on purchases made with the eGift Card. Any problems or disputes you have regarding a purchase should be addressed directly with the Merchant.

### OTHER IMPORTANT NOTICES

**No Warranties:** We are not responsible or liable to you (i) for any interruption of eGift Card service, (ii) for the quality, safety, legality, or any other aspect of any goods or services purchased from any Merchant with the eGift Card, (iii) if any Merchant refuses to honor the eGift Card or special offers and/or (iv) for any other problems you may have with any Merchant. If a Merchant fails to honor the eGift Card, please call 1-888-846-4308 to report the incident.

**Changing these Terms and Conditions:** We may change the terms of, or add new terms to, these Terms and Conditions at any time, with or without notice, subject to applicable law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with the eGift Card, with or without notice, subject to applicable law. Any notice given by us shall be deemed given when: 1) emailed to you at the email address shown in our records, 2) deposited in the United States mail, postage prepaid, addressed to you at the latest address shown on our records, or 3) when such notice is posted on our web site. [www.AmexGiftCard.com](http://www.AmexGiftCard.com). The most up-to-date Terms and Conditions may always be found at [www.AmexGiftCard.com](http://www.AmexGiftCard.com).

**Cancellation or Suspension of the eGift Card:** We reserve the right to suspend or cancel your eGift Card if you violate these Terms and Conditions or if: (i) there are concerns regarding potential illegal activity associated with the eGift Card or its usage, and/or (ii) potential fraud or security risks associated with your eGift Card, as determined by us. If your eGift Card is cancelled or suspended, you will not be able to use the eGift Card. If we ultimately determine that there is potential fraud, illegal activity, or security risks associated with the eGift Card, we may work with local, state or federal law enforcement authorities who may require that we turn over the funds on your eGift Card to them. If we ultimately determine that there was no fraud, illegal activity or security issues associated with your eGift Card, we may reinstate your ability to use the eGift Card.

**Escheatment:** Under certain states’ laws, if the eGift Card is not used for a period of time, we are required to pay the unused funds to the state as “unclaimed property”; if that occurs, we may deactivate the eGift Card, but we will make the full unused funds available to you at your request [and will provide you with a new card. For these reasons, if you attempt to use the eGift Card and it is declined, do not assume that there are no funds left on the eGift Card. Please check your Available Balance and call Customer Service for further assistance.

**Assignment and Waiver:** We may assign these Terms and Conditions to a third party at any time without notice to you. However, if we assign these Terms and Conditions, the terms will remain substantially and materially the same unless you are notified. If we reimburse you for a refund claim you have made for a lost or stolen eGift Card, or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the eGift Card, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to the eGift Card. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to the eGift Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under these Terms and Conditions, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under these Terms and Conditions on one occasion, such waiver shall not operate as a waiver as to any other occasion.

**Data Protection and Privacy:** During any Customer Service call, we may request that you provide the card security code associated with the eGift Card, as well as additional identification information such as your home phone number, date of birth, and zip code. We may also obtain personal information (“Cardholder Information”) about you, including information (i) provided to us by the eGift Card purchaser, such as your name and/or your address or email address, (ii) provided by you at the time of activation or during customer service calls, and (iii) about purchases made with the eGift Card, such as the date, the amount, and the place of purchase. For purposes of fraud prevention and regulatory compliance, we may also obtain information from providers of identity verification data and demographic information.

Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. We also maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

**Disclosure:** We will use Cardholder Information to process eGift Card transactions, provide customer service, enhance usage at Merchants who may require zip code authorization, process claims for lost or stolen prepaid cards or eGift Cards, and help protect against fraud. We also use Cardholder Information for marketing purposes and to conduct research and analysis.

We may provide certain Cardholder Information to companies, including our affiliated companies that perform business operations or services, including marketing services, on our behalf. We may provide certain Cardholder Information to others outside of American Express as permitted by law, such as to government entities or other third parties in response to subpoenas. We may develop marketing programs and send you offers for products and services. We do not share customer addresses or email addresses with other companies for them to market their own products and services.

**Offers / Choice:** If you prefer not to receive offers, you may opt out by calling us in the United States toll free at 1-888-846-4308. If you opt out from receiving these offers, we may still send important information to you about the eGift Card or other American Express products and services.

**Telephone Monitoring/Recording:** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

#### **ARBITRATION**

**Agreement to Arbitrate Disputes:** This Arbitration Provision sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

**Definitions:** As used in this Arbitration Provision, the term "Claim" shall mean and include any claim, dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to the eGift Card or these Terms and Conditions, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the eGift Card (including, but not limited to, third parties who accept the eGift Card, third parties who use, provide or participate in programs accessed with the eGift Card, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. As used in this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and any third party using or providing any product, service or benefit in connection with the eGift Card.

**Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be referred to either JAMS ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact (1) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; [www.jamsadr.com](http://www.jamsadr.com), (2) AAA at 335 Madison Avenue, New York, NY 10017, [www.adr.org](http://www.adr.org). In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth below.

**Class Action Waiver and Other Restrictions:** Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in these Terms and Conditions (including the "Continuation" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply.

**Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended ("FAA"), and the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within 30 days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The panel's majority vote decision shall be final and binding.

**Location of Arbitration/Payment of Fees:** The arbitration shall take place in the federal judicial district of your residence. Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the JAMS or AAA.

**Continuation:** This Arbitration Provision shall survive termination of the eGift Card, as well as voluntary payment in full of any Shortages, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Arbitration Provision, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Provision, these Terms and Conditions or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

#### **APPLICABLE LAW**

These Terms and Conditions and the eGift Card, and all questions about their legality, enforceability and interpretation, are governed by the laws of the State of New York, USA (without regard to internal principles of conflicts of law).

#### **YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS**

By using the eGift Card you agree to be bound by these Terms and Conditions in their entirety. Should you wish not to be bound by these Terms and Conditions in their entirety you must, prior to using the eGift Card, request and obtain a refund of the value of the eGift Card by calling 1-888-846-4308.

©2003-20 American Express Travel Related Services Company, Inc.

C2326\_103\_011121