## CARD TERMS AND CONDITIONS

Participant Agreement - Please read the following information governing this Card and retain for your records. The Card may not be used by persons under 18 years of age. Please sign the Card immediately. By accepting and retaining the Card, signing the Card or using the Card, you agree to all the terms and conditions in these Card Terms and Conditions, those listed on the materials enclosed with the Card, as well as future terms and conditions and program/service changes (collectively "Card Materials"). Current terms and conditions may be viewed on the Internet address printed on the Card Materials, and the Card back. The Card and associated offers are void where prohibited by law. As used herein, "Card" means the incentive Card issued to you. The term "Agreement" means the participant agreement attached to or enclosed with the Card and Card Materials. The terms "you" and "you" means the person to whom the Card was issued. "We", "our", "us" and "AEIS" refer to American Express Incentive Services, LLC, as the issuer of the Card. The term "Sponsor" refers to the company or companies that have requested that the Card be issued to you and that provided the funding for the Card to AEIS.

Card Use - The Card is not a credit card and cannot be used as one. One point equals one U.S. dollar in purchasing power. You may use the Card to purchase goods and services from select Merchants that accept American Express® cards subject to the conditions and limitations contained in this Agreement ("Merchant"), any imposed by the Merchant, and specific program or purchasing limitations appropriate to the Card as noted on any Card Materials. NOTE: THE CARD CANNOT BE USED AT ALL MERCHANTS THAT ACCEPT AMERICAN EXPRESS CARDS. We reserve the right to make corrections to any points loaded onto the Card as directed by the Sponsor without notice to you. A Card that is predenominated with a specific amount of points cannot be increased If you have a reloadable Card, only the Sponsor is able to direct us to increase the points; you cannot increase the points on the Card. If you are unsure if the Card is reloadable, you may ask the Sponsor, or contact Customer Service at the number on the Card Materials and printed on the Card back. You agree that you shall not use the Card outside the U.S., its territories, the District of Columbia and/or Canada. If the Card has an activation sticker adhered to the Card face, the Columbia and/or Canada. If the Card has an activation sticker adjusted to the Card have, the Card may not be used until it is activated. Before using a Card requiring activation, follow the instructions on the sticker. The Card has no cash value. POINTS CANNOT BE CONVERTED TO CASH OR CASH EQUIVALENTS AT ANY TIME. THE CARD IS NOT TRANSFERABLE AND CANNOT BE RESOLD. You may not permit any other person to use the Card issued to you. Use of the Card is limited to the number of points held on the Card. Your right to use the points on the Card is a limited right, subject to the terms and conditions of the Agreement and applicable law. If you use the Card outside the U.S., the value of your points will be calculated at the then current exchange rate used on the American Express payment transaction system, rounded up to the

If given the option, choose credit instead of debit when asked by a participating Merchant. Sign the receipt for purchase with the same signature you used when you signed the Card. Retain the receipt as a record of the transaction. Purchases made with the Card are similar to those made with cash; you cannot "stop payment" on such transactions. Any problems or disputes you may have regarding the transaction should be addressed directly with the Merchant. The Merchants where you can use the Card are subject to change without notification. Reasonable efforts have been made to insure that information regarding participating Merchants is accurate; however, AEIS is not responsible for errors or omissions or any decision made by any Merchant to fail or refuse to honor the Card. The full amount of each purchase, including taxes, will be deducted from the points held on the Card, up to the total points available on the Card. If you attempt to use the Card at a nonparticipating Merchant, a properly authenticated transaction will be declined. If, for any reason, however, a purchase is completed at a non-participating Merchant or should a transaction greater than the available Card balance be processed, you will be responsible to AEIS for the full amount of than the available Card balance be processed, you will be responsible to AEIs for the full amount of the purchase. If your name is printed on the Card face and is fraudulently or inappropriately used, you may contact Customer Service at the number on the Card back to request a dispute form provided that the completed dispute form is delivered to us prior to 90 days from the date of the transaction you are disputing. If we receive the completed dispute form within the time limit, we will file the dispute with the Merchant on your behalf. We do not guarantee an outcome of the dispute filing. You may contact Customer Service to follow up on a successfully filed dispute not sooner than 45 days of the filing for domestic Merchants and if applicable, not sooner than 90 days of the filing for international Merchants

AS APPLICABLE for consumer promotions of all types, including but not limited to, sweepstakes, rebates and contests: You acknowledge that this Card is a promotional Card received as the result of a promotional program without payment or consideration or any other value provided by you. You further acknowledge that, as a promotional Card, the Card is subject to a firm expiration date and the Card cannot be extended, replaced, redeemed, or used after the valid thru date shown on the face of the Card, subject to applicable law. You further acknowledge that you must perform the following steps in order to earn the points available on the Card: i) Meet any applicable promotional requirements (such as a specific purchase, rebate submittal); ii) Complete applicable documentation (such as a rebate form and appropriate attachments, a survey response); iii) Follow activation requirements indicated on sticker adhered to Card as applicable; and iv) Redeem Card value at a participating Merchant.

CARD FEES - PROVIDED THE CARD IS STILL VALID FOR USE (REFER TO CARD EXPIRATION), WE WILL REPLACE ONE LOST OR STOLEN CARD AT NO CHARGE; WE WILL DEDUCT 15 POINTS FROM THE CARD BALANCE FOR EACH SUBSEQUENT REPLACEMENT CARD REQUESTED, SUBJECT TO APPLICABLE LAW.

<u>Tracking Your Balance</u> - Information regarding the available point balance, and, if applicable, Merchant transactions and/or any points added or corrected by the Sponsor are available at the Internet address or toll free number printed on the Card Materials and on the Card back.

<u>Applicable Law</u> - The laws of Missouri govern your use of the Card and the terms and conditions of this Agreement.

CARD EXPIRATION - IMPORTANT: THERE IS A "VALID THRU" DATE ON THE FRONT OF THE CARD. YOU MUST USE THE POINTS ON THE CARD BY THE LAST DAY OF THE MONTH OF THE VALID THRU DATE. AFTER THAT DATE, THE CARD CANNOT BE USED AND IS INVALID FOR ALL PURPOSES. ANY ATTEMPT TO USE THE CARD AFTER THE VALID THRU DATE SHALL BE DENIED. SUBJECT TO APPLICABLE LAW, ANY POINTS REMAINING ON THE CARD AFTER THE VALID THRU DATE ARE IRREVOCABLY FORFEITED. AFTER THE

VALID THRU DATE, PLEASE CUT UP THE CARD AND DISPOSE OF IT. INVALID CARDS ARE NOT REPLACEABLE, REFUNDABLE OR RETURNABLE. RELOADABLE CARDS ONLY: If the Card issued to you is reloadable AND the Sponsor, in its sole discretion, elects to continue the program beyond the valid thru date, the Sponsor may request we transfer any remaining balance to a new Card

Florida residents: As required by applicable law, if the Card valid thru date is less than 12 months from date of issuance and the Card was provided as a benefit to you by the Sponsor pursuant to an employee incentive program, you may request a replacement Card with your remaining balance (good for an additional 6 months) at no charge. To obtain the free replacement Card you must (1) request the replacement Card within 6 months of the original valid thru date, (2) have a positive balance remaining on the original Card, and (3) have the Card shipped to your Florida residence. Card Returns/Misuse - You agree to use the Card only for legitimate purchases of goods or services. You may not return goods or services obtained with the Card for a cash refund. You may return a purchase for a credit allocated to the Card provided that the Merchant accepts returns and the Card is still valid (refer to Card Expiration); such amounts may not be available for Card purchases for 3 to 7 days after the date of the return. If you repeatedly attempt to use the Card at non-participating Merchants, the Card may be suspended or terminated. You may also be required to pay all costs incurred by us due to transactions that you initiate with non-participating Merchants. If we suspect misuse of the Card, it may be suspended or terminated, and all points cancelled, with or without notice. THE CARD AND ASSOCIATED POINTS ARE NONREFUNDABLE AND HAVE NO SURRENDER VALUE. You must return the Card to us upon request. The Card is the property of AEIS. In the event of a cancellation for any reason, we reserve the right to notify the Sponsor regarding the cancellation. THE CARD MAY NOT BE USED FOR REVOLVING PAYMENTS SUCH AS CAR PAYMENTS OR NEWSPAPER SUBSCRIPTIONS.

<u>Supplemental Payment</u> - If your desired purchase amount is greater than your available Card balance, you must consult with the Merchant to determine whether supplemental payment is allowed. If the Merchant accepts supplemental payment, the best way to process a transaction with a supplemental form of payment is to have the sales associate process the difference with your personal form of payment first, then process the Card for an amount less than or equal to the remaining point balance. It is your responsibility to know the points available on the Card at the time of purchase.

Lost or Stolen Card - You should safeguard the Card from unauthorized use. It is your responsibility to immediately inform the Card Customer Service Center at the telephone number on the Card back and on the Card Materials if the Card is lost or stolen. We will require the Card number in order to process your request. Provided our records indicate available Card balance remains, we will replace one Card at no charge; however, we will deduct 15 points from the Card balance for each subsequent replacement. Please allow fifteen days to receive a replacement Card. WE ARE NOT RESPONSIBLE FOR REPLACING LOST OR STOLEN POINTS. Do not attempt to use the Card after you have reported it lost or stolen, even if you find it or have it returned to you. THE REPLACEMENT CARD WILL HAVE THE SAME VALID THRU DATE AS THE CARD BEING REPLACED. Subject to applicable law, if a Card is reported lost or stolen within 15 business days prior to the last day of the month of the valid thru date or at any time after the valid thru date, the Card will not be replaced. PLEASE SAFEGUARD THE CARD SECURELY AND TELL US IMMEDIATELY IF THE CARD IS LOST OR STOLEN. NO REPLACEMENT POINTS WILL BE PROVIDED FOR POINTS DEDUCTED FROM YOUR LOST/STOLEN CARD BEFORE YOU NOTIFY US.

Address Change - IF YOUR NAME IS PRINTED ON THE CARD FACE, YOU MUST NOTIFY US PROMPTLY IF YOUR NAME OR ADDRESS HAS CHANGED. CALL THE CARD CUSTOMER SERVICE CENTER NUMBER ON THE CARD MATERIALS AND PRINTED ON THE CARD BACK TO REPORT THE CHANGE. FAILURE TO NOTIFY US OF THESE CHANGES MAY RESULT IN INFORMATION REGARDING THE CARD BEING SENT TO THE WRONG PERSON. IN SUCH EVENT, WE WILL NOT BE RESPONSIBLE FOR ANY RESULTING MISUSE OF THE CARD, CUSTOMER INFORMATION, OR THE POINTS CONTAINED ON THE CARD.

CALL MONITORING - We may monitor and record telephone calls between you and us to ensure the quality of Customer Service or as required by applicable law.

NOTICE OF DATA PROTECTION AND PRIVACY POLICY: Information We Collect/ Information Security: We may obtain personal information ("Cardholder Information") about you, including information (i) provided to us by the Sponsor, such as your name and/or your address, (ii) provided by you during Customer Service calls, and (iii) about purchases you made with the Card, such as the date of the purchase, the amount and the place of purchase. We may also obtain information from providers of identity verification data and demographic information, in connection with our efforts to protect against fraudulent or unauthorized use of the Card and regulatory compliance. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information unless otherwise specifically disclosed to or agreed by you. We also maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information. Disclosure: We may use Cardholder Information to process Card transactions, to provide Customer Service from the United States and the Philippines or any other country in which we service our Cardholders, to process claims for lost or stolen Cards, to help protect against fraud, and to conduct research and analysis with our Cardholders through mail, phone or email surveys. We will provide information about you and your participation in the program to the Sponsor. In addition, on occasion Merchants where you have shopped with the Card, the Sponsor. In addition, on occasion Merchants where you have shopped with the Card, and that are under contract with us, may request disclosure of Cardholder Information for the purposes of providing special offers. If, at any time, you wish to have your information removed from these lists, please call the Card Customer Service Center at the number listed on the Card Materials and printed on the Card back. We may provide certain Cardholder Information to others outside of AEIS as permitted by law, such as to government entities or other third parties in response to subpoenas. Opt Out: If you prefer the results response from Marchala, you may not not be replicable in the U.S. table from the not to receive offers from Merchants, you may opt out by calling us in the U.S. toll free at the number on the Card Materials and printed on the Card back. If you opt out from receiving these offers, we may still send important information to you about the Card.

Disclaimer - AEIS, the Sponsor, American Express Travel Related Services Company, Inc. ("American Express") and their respective parents, subsidiaries and affiliated companies maintain no control over the personnel, equipment or operations of any air, water or surface carrier, ship line, transportation company, hotel, restaurant, tour company, Merchant, catalog retailer or other person or entity providing services, products or accommodations as part of a trip or retail purchase; all Merchants or suppliers offering products and/or services through the Card program are independent contractors. AEIS, the Sponsor, American Express and their respective parent companies, subsidiaries and affiliated companies make no guarantees, warranties or representations of any kind, expressed or implied, with respect to products, services or merchandise, and shall not be liable for any loss, expense, damage or injury incurred as a result of any defect in or failure of such items. SUCH PARTIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. AEIS, the Sponsor, American Express and their respective parent companies, subsidiaries and affiliated companies shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity which may be caused or contributed to: (1) any wrongful, negligent or unauthorized act or omission on the part of any Merchants offering products and/or services through the Card program, or any of their agents, employees or independent contractors; (2) any defect in or failure of any vehicle, equipment, instrumentality, service, product, delivery or accommodation which is owned, operated, furnished, sold or otherwise used by any Card Merchant or supplier; (3) any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not under their direct control; and/or (4) any other cause, condition or event whatsoever beyond our direct control. IN NO EVENT WILL AEIS, THE SPONSOR, AMERICAN EXPRESS AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES AND AFFILIATED COMPANIES, BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES 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 MAY BE SETTLED 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. NOTHING IN THIS PROVISION PRECLUDES YOU FROM FILING AND PURSUING YOUR INDIVIDUAL CLAIM IN 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. <u>DEFINITIONS</u>: 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 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 CARD (INCLUDING, BUT NOT LIMITED SERVICE OR BENEFIT IN CONNECTION WITH THE CARD (INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES WHO ACCEPT THE CARD, THIRD PARTIES WHO USE, PROVIDE OR PARTICIPATE IN PROGRAMS ACCESSED WITH THE 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 OF THE FOREGOING, AND ANY THIRD PARTY USING OR PROVIDING ANY PRODUCT,
SERVICE OR BENEFIT IN CONNECTION WITH THE CARD. INITIATION OF ARBITRATION
PROCEEDING/SELECTION OF ADMINISTRATOR: UPON ELECTION BY YOU OR US,
ANY CLAIM SHALL BE DETERMINED BY ARBITRATION ADMINISTERED BY EITHER
THE NATIONAL ARBITRATION FORUM ("NAF") OR THE AMERICAN ARBITRATION
ASSOCIATION ("AAA") IN ACCORDANCE WITH THIS ARBITRATION PROVISION AND THE CODE OF PROCEDURES (THE "CODE") OF EITHER THE NAF OR AAA THAT IS IN EFFECT AT THE TIME OF THE ARBITRATION, EXCEPT TO THE EXTENT THE CODE CONFLICTS WITH THIS ARBITRATION PROVISION OR THE TERMS AND CONDITIONS. IF YOU OBJECT

TO OUR ARBITRATION ADMINISTRATOR SELECTION, YOU MAY, WITHIN 30 DAYS OF RECEIPT OF NOTICE OF OUR ELECTION, SELECT THE OTHER ORGANIZATION. FOR A COPY OF THE PROCEDURES, TO FILE A CLAIM OR FOR OTHER INFORMATION, CONTACT: (1) NAF, P.O. BOX 50191, MINNEAPOLIS, MN 55404, WWW.ARBITRATION-FORUM.COM; OR (2) AAA, 335 MADISON AVE, NEW YORK, NY 10017, WWW.ADR.ORG. 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 A NEW 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. <u>LOCATION OF ARBITRATION/PAYMENT OF FEES:</u> 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 NAF OR AAA. CONTINUATION: THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THE 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.

The Card is part of a system and method covered by U.S. Patent Nos. 5,689,100 and 5,956,695 © American Express Incentive Services, L.L.C. 2008