

IN THE CIRCUIT COURT  
15TH JUDICIAL CIRCUIT, IN AND FOR  
PALM BEACH COUNTY, FLORIDA

**AMERICAN EXPRESS NATIONAL BANK**

Plaintiff

vs.

CASE NO.:

DIVISION:

**YIFENG ZHANG**

Defendant(s).

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**COMPLAINT**

Plaintiff(s), AMERICAN EXPRESS NATIONAL BANK, (American Express) by its attorneys, sues defendant(s) YIFENG ZHANG ("ZHANG") and hereby allege(s) as follows:

**GENERAL ALLEGATIONS**

AMERICAN EXPRESS NATIONAL BANK<sup>1</sup> (American Express) is a national bank under the laws of the United States of America with its office located at 115 W. Towne Ridge Parkway Sandy, UT 84070 (hereinafter singularly or collectively referenced as "American Express").

1. This is an action for damages that does exceed \$50,000.00.
2. Upon information and belief Zhang was and is at all relevant times an individual residing in Palm Beach County in the State of Florida, at 1400 Sailboat Circle, Wellington, Florida 33414.

<sup>1</sup> On April 1, 2018 American Express Centurion Bank changed its name to American Express National Bank and American Express Bank FSB, merged with American Express National Bank with American Express National Bank as the surviving entity after the merger. See, <https://www.occ.treas.gov/topics/licensing/interpretations-and-actions/2018/interpretations-and-actions-jan-2018.html>. See also, 12 U.S.C. § 35; 12 CFR 5.24 and 12 U.S.C. § 1828 et seq.

### The Facts

3. At all relevant times, Zhang, was the holder of a(n) American Express Platinum Card that enabled him/her to charge items to a(n) American Express Platinum Card account (account no. [REDACTED] (the "Account").

4. At all relevant times, Zhang was the basic card member on the Account and thus is responsible for paying all amounts charged to the Platinum Card Account.

5. By accepting and using the Platinum Card, Zhang agreed to all of the terms and conditions set forth in the "Agreement Between American Express Credit Cardmember and American Express National Bank" (the "Cardmember Agreement"). The Cardmember Agreement was provided to Zhang with the Platinum Card.

6. The terms and conditions of the Cardmember Agreement, include the following:

- a. to pay all amounts charged to the Account by either Zhang or any additional cardmember or additional account user;
- b. to pay finance charges on unpaid balances;
- c. to pay the "Minimum Amount Due" by the due date indicated on the monthly billing statements mailed by or on behalf of American Express.
- d. that if the Minimum amount due was not paid by the date given on the monthly statements the Account would become delinquent and American Express could assess late fees and declare the Account in default (as that term is used in the Agreement);
- e. that once Zhang is in default on the Account, American Express may declare the entire balance immediately due;
- f. Zhang further agreed that in the event of default (as that term is used in the Cardmember Agreement) he/she would pay all reasonable costs incurred by American Express in protecting itself from any harm it may suffer as a result of the default; including but not limited to reasonable attorneys' fees incurred in collecting the balance due and court costs.

7. Zhang used the Platinum Card to charge various items to the Account for which they never made payment.

8. American Express sent monthly statements to Zhang for the Account, showing the balance due on the Account.

9. Zhang violated the Agreement by refusing to remit the Minimum amount due indicated by the monthly statements.

10. Zhang's failure to pay the Minimum amount due constituted a default under the Agreement and lead to the account becoming delinquent. As a result, American Express suspended Zhang's charge privileges on the Account and the outstanding balance became due in its entirety.

11. The account balance of \$55,233.12.

**COUNT I**  
**Breach of Contract**

12. Plaintiff(s) repeats and realleges each and every allegation contained in paragraphs 1, through 11 of this complaint as though fully set forth at length herein.

13. Zhang agreed to pay for all items charged to the Account, plus finance charges and late fees. In addition, Zhang agreed to pay American Express court costs and reasonable attorneys' fees in the event that American Express must refer the Account to its outside attorneys for collection.

14. Zhang is currently indebted to American Express for unpaid card charges, finance charges and late fees totaling \$55,233.12.

15. Despite due demand, Zhang refuses to pay American Express any portion of the outstanding balance due and owing.

16. As a result, Zhang's refusal to pay the outstanding balance, American Express referred its claims against Zhang to its attorneys for collection.

17. Zhang's continuing refusal to pay compelled the aforementioned attorneys to commence the current action, thereby entitling American Express to collect from Zhang court costs.

18. By reason of the foregoing, American Express National Bank is entitled to judgment against Yifeng Zhang for the sum of \$55,233.12 for breach of contract plus court costs.

**WHEREFORE**, Plaintiff(s) American Express National Bank requests judgment against defendants, Yifeng Zhang in the sum of \$55,233.12 plus court costs for such other and further relief as this Court deems just and proper.

**COUNT II**  
**Account Stated**

19. Plaintiff(s) repeats and re-alleges each and every allegation contained in paragraphs 1, through 18 of this complaint as though fully set forth at length herein.

20. American Express duly issued and sent to Earles the monthly statements, which set forth in detail all items charged to the Cardmember Account and the total minimum amount due and owing by Zhang to American Express.

21. Zhang received the monthly statements without giving protest or indication that they were erroneous in any respect. Zhang thereby acknowledged that the debt owed to American Express as set forth in the monthly statements, is true and correct.

22. By reason of the foregoing, American Express National Bank is entitled to judgment against Yifeng Zhang for an account stated in the amount of \$55,233.12 plus court costs.

**WHEREFORE**, Plaintiff(s) American Express National Bank requests judgment against defendants, Yifeng Zhang in the sum of \$55,233.12 plus court costs for such other and further relief as this Court deems just and proper.

**COUNT III**  
**Unjust Enrichment**

23. Plaintiff(s) repeats and re-alleges each and every allegation contained in paragraphs 1 through 22 of this complaint as though fully set forth at length herein.

24. Zhang benefited from all of the charges made to the Account, has acknowledged receipt of those benefits, and have failed to pay for same.

25. Zhang has been unjustly enriched to American Express' detriment.

26. By reason of the foregoing, American Express National Bank is entitled to judgment against Yifeng Zhang for unjust enrichment in an amount to be determined at trial, plus court costs.

**WHEREFORE**, plaintiff(s) American Express National Bank requests judgment against defendant, Yifeng Zhang in an amount to be determined at trial plus court costs, and for such other and further relief as this Court deems just and proper.

/s/ Joshua Knurr

Lisa DiSalle, Esquire

Florida Bar No.: 186236

Joshua James Knurr, Esquire

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# EXHIBIT A

NOT A CERTIFIED COPY

Platinum Card®

Cardmember Name: YIFENG ZHANG

Pay Over Time Limit: \$4,500

Account Ending In: ■■■■

Rates and Fees Table

Issuer: American Express National Bank

Interest Rates	
Annual Percentage Rate (APR) for Pay Over Time Feature	<b>27.49%</b> This APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for Cash Advances	<b>29.74%</b> This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	<b>29.99%</b> This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if: 1) you make one or more late payments; or 2) your payment is returned by your bank.  We may also consider your creditworthiness in determining whether or not to apply the penalty APR to the Pay Over Time balance(s) on your Account. <b>How Long Will the Penalty APR Apply?</b> If the penalty APR is applied, it will apply for at least 6 months. We will review your Account every 6 months after the penalty APR is applied. The penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest on charges automatically added to a Pay Over Time balance if each month you pay your Account Total New Balance on your billing statement (or, if you have a Plan balance, your Adjusted Balance on your billing statement) by the due date. If you have Cash Advance on your Account, we will begin charging interest on cash advances on the transaction date.
Plan Fee (Fixed Finance Charge)	A monthly fee up to <b>1.33%</b> of each purchase placed in a plan based on: either the APR that would otherwise apply to that purchase (for purchases in a Pay Over Time balance) or the APR that applies to the Pay Over Time feature at the time you create the plan (for purchases in a Pay in Full balance), the plan duration, and other factors.
For Credit Card Tips from the Consumer Financial Protection Bureau	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
Fees	
Annual Membership Fee	<b>\$695</b>
Transaction Fees • Cash Advance • Foreign Transaction	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater. <b>None</b>
Penalty Fees • Late Payment • Returned Payment	Up to <b>\$40</b> . Up to <b>\$40</b> .

**How we calculate interest:** We use the Average Daily Balance method (including new transactions). See the *How we calculate interest* section in Part 2.

**Your Billing Rights:** See Part 2 for information on how to exercise your rights to dispute transactions.

## How Rates and Fees Work

Rates for Pay Over Time and/or Cash Advance balance(s)																	
<b>Calculating APRs and DPRs</b>	<p>The Annual Percentage Rate (<i>APR</i>) for variable rates is determined by adding an amount (<i>margin</i>) to the Prime Rate (see <i>Determining the Prime Rate</i> in Part 2). The Daily Periodic Rate (<i>DPR</i>) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.</p> <table border="1"> <thead> <tr> <th>Rate Description</th> <th>Prime + Margin</th> <th>APR</th> <th>DPR</th> </tr> </thead> <tbody> <tr> <td>Pay Over Time</td> <td>Prime + 19.74%</td> <td>27.49%</td> <td>0.0753%</td> </tr> <tr> <td>Cash Advance</td> <td>Prime + 21.99%</td> <td>29.74%</td> <td>0.0815%</td> </tr> <tr> <td>Penalty</td> <td>Prime + 26.74%*</td> <td>29.99%</td> <td>0.0822%</td> </tr> </tbody> </table> <p>*The variable penalty APR will not exceed 29.99%</p>	Rate Description	Prime + Margin	APR	DPR	Pay Over Time	Prime + 19.74%	27.49%	0.0753%	Cash Advance	Prime + 21.99%	29.74%	0.0815%	Penalty	Prime + 26.74%*	29.99%	0.0822%
Rate Description	Prime + Margin	APR	DPR														
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Cash Advance	Prime + 21.99%	29.74%	0.0815%														
Penalty	Prime + 26.74%*	29.99%	0.0822%														
<b>Penalty APR for new transactions</b>	<p>The penalty APR may apply to new transactions if:</p> <ul style="list-style-type: none"> <li>• you do not pay at least the Minimum Payment Due by the Payment Due Date on one or more occasions; or</li> <li>• your payment is returned by your bank.</li> </ul> <p>We may also consider your creditworthiness in determining whether or not to apply the penalty APR to the Pay Over Time balance(s) on your Account.</p> <p>If the penalty APR applies to a balance, it will apply to charges added to that balance 15 or more days after we send you notice.</p> <p>We will review your Account every 6 months after the penalty APR is applied. The penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.</p>																
Fees																	
<b>Annual Membership</b>	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. We will charge \$175 for up to 3 additional Platinum Cards, \$175 for each additional Platinum Card after the first 3, and \$0 for additional Gold Cards.																
<b>Plan Fee</b>	This fee is described on the <i>Rates and Fees Table</i> on page 1 of Part 1. This fee is a fixed finance charge that will be charged each month that a plan is active. The dollar amount of your plan fee will be disclosed before you set up a plan. For more information, see <i>About Plan It</i> in Part 2.																
<b>Late Payment</b>	Up to \$40. If we do not receive the Amount Due (or Minimum Payment Due, if applicable) by the Payment Due Date, the fee is \$29. If this happens again within the next 6 billing periods, the fee is \$40. However, the late fee will not exceed the Amount Due (or Minimum Payment Due, if applicable). Paying late may also result in a penalty APR for new transactions in a Pay Over Time balance. See <i>Penalty APR for new transactions</i> above.																
<b>Returned Payment</b>	Up to \$40. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$29. If you do this again within the same billing period or the next 6 billing periods, the fee is \$40. However, the returned payment fee will not exceed the Amount Due (or Minimum Payment Due, if applicable). A returned payment may also result in a penalty APR for new transactions in a Pay Over Time balance. See <i>Penalty APR for new transactions</i> above.																
<b>Returned Check</b>	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.																
<b>Account Re-opening</b>	\$25 if your Account is cancelled, you ask us to re-open it, and we do so.																
<b>Cash Advance</b>	5% of an ATM cash advance (including any fee charged by the ATM operator) or other cash advance, with a minimum of \$10. We will add this fee to the Cash Advance balance.																
<b>Foreign Transaction</b>	None																

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

## How Your American Express Account Works

### Introduction

<b>About your Cardmember Agreement</b>	This document together with Part 1 make up the Cardmember Agreement ( <i>Agreement</i> ) for the Account identified on page 1 of Part 1. Any supplements or	amendments are also part of the Agreement. When you use the Account (or you sign or keep the card), you agree to the terms of the Agreement.
<b>Changing the Agreement</b>	We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.	We cannot increase the interest rate on existing balances except in limited circumstances. Changes to some terms may require 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Cardmembership.
<b>Words we use in the Agreement</b>	<b>We, us,</b> and <b>our</b> mean the issuer shown on page 1 of Part 1. <b>You</b> and <b>your</b> mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account. You are the <b>Basic Cardmember</b> . You may request a card for an <b>Additional Cardmember</b> (see <i>About Additional Cardmembers</i> in Part 2).  <b>Card</b> means any card or other device that we issue to access your Account. A <b>charge</b> is any amount added to your Account, such as purchases, cash advances, fees and interest charges. A <b>purchase</b> is a charge for goods, services, or person-to-person transactions.	A <b>cash advance</b> is a charge to get cash or cash equivalents, including travelers cheques, gift cheques, foreign currency, money orders, digital currency, casino gaming chips, race track wagers, and similar offline and online betting transactions. A <b>person-to-person transaction</b> is a charge for funds sent to another person or a charge to add funds to your Amex Send™ Account. A <b>plan</b> is a portion of your account balance that you have selected to pay through a set number of monthly payments using Plan It.  To <b>pay</b> by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see <i>About your payments</i> in Part 2).

### About using your card

<b>Using the card</b>	You may use the card to make charges. We decide whether to approve a charge based on how you spend and pay on this Account and other Accounts you have with us. We also consider your credit history and score and your personal resources that we know about.  However, if there is a Spending Limit on page 1 of Part 1 of this Agreement, then your Account has a preset Spending Limit. If at any time your total balance exceeds this Spending Limit, we are more likely to decline to authorize your charges. We may approve charges that cause your total balance to exceed the Spending Limit. If we do, you must still pay us for those charges. We may also decline to authorize charges, even if they do not cause your total balance to exceed the Spending Limit. We may change or remove the Spending Limit at any time.	You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example: <ul style="list-style-type: none"> <li>• the merchant may charge your account at regular intervals; or</li> <li>• you may make charges using that stored card information.</li> </ul> We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.  Keep your card safe and don't let anyone else use it. If your card is lost or stolen or your Account is being used without your permission, contact us right away. You may not use your Account for illegal activities.
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<b>Promise to pay</b>	You promise to pay all charges, including: <ul style="list-style-type: none"> <li>• charges you make, even if you do not present your card or sign for the transaction,</li> <li>• charges that other people make if you let them use your Account, and</li> <li>• charges that Additional Cardmembers make or permit others to make.</li> </ul>	
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<b>Pay Over Time Limit</b>	If you have Pay Over Time, we assign a Pay Over Time Limit to your Account, which is shown on page 1 of Part 1 and on each billing statement. The Pay Over Time Limit applies to the total of your Pay Over Time, Cash Advance, and Plan balances. Your Pay Over Time balance cannot exceed your Pay Over Time Limit. If the addition of a charge would cause your Pay Over Time balance to exceed your Pay Over Time Limit, that charge will be added to your Pay In Full balance. When there is a delay in posting cash advances or plans to your Account, the total of your Pay Over Time, Cash Advance, and Plan balances may exceed your Pay Over Time Limit. The Pay Over Time Limit is not a spending limit. We may approve or decline a charge regardless of whether your Card Account balance is greater or less than your Pay Over Time Limit. We may increase or reduce your Pay Over Time Limit at any time, including when you change the Pay Over Time setting from inactive to active. We may do so even if you pay on time and your Account is not in default. We will tell you if we change your Pay Over Time Limit. You must pay in full, by the Payment Due Date, all charges that are not added to a Pay Over Time, Cash Advance, or Plan balance.	
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<b>Limits on Cash Advances</b>	Your Cash Advance balance may not exceed: <b>Zync Card® \$3,000</b> <b>Green Card \$3,000</b> <b>Gold Card \$6,000</b> <b>Platinum Card® \$8,000</b> <b>Centurion® Card \$10,000</b>  There may also be a limit on the amount of cash and number of times you can obtain cash from ATMs in a given period.  You agree to manage your Account so that your Cash	Advance balance (including fees and interest) is not more than the Limit on Cash Advances.  For purposes of the Limits on Cash Advances, your Cash Advance balance will be determined by adding new cash advance transactions to the ending Cash Advance balance of the prior day.  In addition, we may not approve a cash advance transaction if it would cause the total of your Pay Over Time and/or Cash Advance balance and Plan balance to go over your Pay Over Time Limit.
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**Limits on person-to-person transaction**

Your person-to-person transactions may not exceed the following limits within any 30-day period:

**One from American Express® \$2,000**

**Zync Card® \$2,000**

**Green Card \$2,000**

**Gold Card \$2,000**

**Platinum Card® \$4,000**

**Centurion® Card \$5,000**

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You agree to manage your Account so that the total of your person-to-person transactions in any 30-day period do not exceed the limit on person-to-person transactions.

We may not approve a person-to-person transaction if it would cause your Account to exceed the applicable person-to-person transaction limit.

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**Declined transactions**

We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if your Account is not in default.

We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.

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**About Pay Over Time**

If you have Pay Over Time on your Account, you may pay eligible charges over time with interest. Pay Over Time has two settings: active and inactive. When Pay Over Time is set to active, we will automatically add new eligible charges, including Annual Membership Fees, to your Pay Over Time balance, up to your Pay Over Time Limit. If you have a Pay Over Time balance, you can choose to pay your Account Total New Balance in full each month, the Minimum Payment Due, or any amount in between. When Pay Over Time is set to inactive, we will not automatically add new charges to your Pay Over Time balance. Instead, we will add new charges to your Pay In Full balance, which must be paid in full by the Payment Due Date.

You can change your Pay Over Time setting at any time, but your setting at 8 p.m. ET will determine whether a charge made that day is automatically added to your Pay Over Time balance. If the Pay Over Time feature is active at 8 p.m. ET on the transaction date provided by the merchant or on the date when an eligible Annual Membership Fee is charged to your Account, the charge will be added to your Pay Over Time balance. The transaction date provided by the merchant may differ from the date you made the purchase if, for example, there is a

delay in the merchant submitting the transaction to us or if the merchant uses the shipping date as the transaction date.

Certain charges are not eligible for Pay Over Time, such as cash advances. We may change the charges that are eligible to be added to your Pay Over Time balance. We may suspend your Pay Over Time feature at any time based on our assessment of your creditworthiness, the status of your Account, and your enrollment in a payment program. In addition, if your Account is past due, you will not be able to change your Pay Over Time setting from inactive to active.

To view or change your Pay Over Time setting, visit your online Account or call the number on the back of your Card. If you transfer to a new Card with the same Account number, your Pay Over Time setting at time of transfer will remain in effect on your new Card.

If you have the Pay Over Time Travel feature on your Account: we will automatically add eligible travel-related purchases to your Pay Over Time Travel balance regardless of whether your Pay Over Time setting is active or inactive. If you request to cancel your Pay Over Time Travel feature, you will not be able to re-enroll.

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**About the Plan It feature**

We may offer you Plan It, which allows you to create a payment plan for qualifying purchases subject to a plan fee. This fee is a fixed finance charge that will be charged each month that a plan is active.

You may use this feature by selecting qualifying purchases and a plan duration. You will be able to view the monthly plan payments, including the plan fee, for your selection. Each plan fee will be disclosed before you create the applicable plan. If you create a plan for a purchase in your Pay Over Time balance, the purchase will be added to a plan balance and will be subject to a plan fee instead of the APR that would otherwise apply to the purchase amount. If you create a plan for a purchase that is in your Pay In Full balance, the purchase will be added to a plan balance and will be subject to a plan fee based on the APR that applies to the Pay Over Time feature at the time you create the plan.

A *qualifying purchase* for Plan It is a purchase of at least a specified dollar amount. Qualifying purchases do not include purchases of cash or cash equivalents, purchases subject to Foreign Transaction Fees, or any fee owed to us, such as Annual Membership fees.

Your ability to create plans will be based on a variety of factors such as your creditworthiness and your Pay Over Time Limit. You may not be able to create a plan if it would cause you to exceed your Pay Over Time Limit. You will not be able to create plans if your Pay Over Time feature is suspended or your Account is cancelled. You will also not be able to create plans if one or more of your American Express Accounts is enrolled in a payment program, has a payment that is returned unpaid, or is past due. We will tell you the number of active plans you may have, and we may change this number at any time. The plan durations offered to you, and your ability to include multiple qualifying purchases in a single plan, will be at our discretion and will be based on a variety of factors such as your creditworthiness, the purchase amount(s), and your Account history.

Plans cannot be cancelled after they have been created, but you can choose to pay them early by paying the Account Total New Balance shown on your most recent billing statement in full. If you pay a plan off early, you will not incur any future plan fees on that plan.

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**About your payments****When you must pay**

You must pay the Amount Due, or Minimum Payment Due, if applicable, no later than the Payment Due Date shown on your billing statement to avoid a late payment fee. Each billing statement also states the time and manner by which you must make your payment for it to be credited as of the same day it is received. For your payment to be considered on time,

we must receive it in such time and manner by the Payment Due Date shown on your billing statement.

Each billing statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the billing statement. Each Closing Date is about 30 days after the previous billing statement's Closing Date.

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## How to make payments

Make payments to us in U.S. dollars with:

- a single check drawn on a U.S. bank, or
- a single negotiable instrument clearable through the U.S. banking system, for example a money order, or
- an electronic payment that can be cleared through the U.S. banking system.

When making a payment by mail:

- make a separate payment for each account,
- mail your payment to the address shown on the payment coupon on your billing statement, and
- write your Account number on your check or negotiable instrument and include the payment coupon.

If your payment meets the above requirements, we will credit it to your Account as of the day we receive it, as long as we receive it by the time disclosed in

your billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.

If your payment does not meet the above requirements, there may be a delay in crediting your Account. This may result in late fees and additional interest charges (see the *Rates and Fees Table* and *How Rates, Fees and Pay Over Time Work* in Part 1).

We will not accept a payment made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S.

If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.

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## How we apply payments and credits

Your Account may have balances with different interest rates. For example, a Pay Over Time balance may have a lower interest rate than a Cash Advance balance. Your Account may also have Plan balances which are assessed plan fees. If your Account has balances with different interest rates, Plan balances, or plan fees, here is how we generally apply payments in a billing period:

We apply your payments – up to the Minimum Payment Due – first to the Pay in Full New Balance; then to any plan amounts included in your Minimum Payment Due; and then to the Pay Over Time and/or Cash Advance New Balance, first to the balance with the lowest interest rate and then to balances with higher interest rates.

After the Minimum Payment Due has been paid, we apply payments first to the Pay Over Time and/or

Cash Advance balances with the highest interest rate and then to balances with lower interest rates, and then to any Plan balances.

In most cases, we apply a credit to the same balance as the related charge. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose. If there is a negative balance in any balance on the account at the end of a billing period, that excess credit will be redistributed to other balances in accordance with how we apply payments described above. This means that in certain circumstances, Plan balances may get paid before they otherwise would. If you receive a credit for a purchase added to a plan, you must call us at the number on the back of your Card to have the credit applied to the Plan balance.

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## About your Minimum Payment Due

### How we calculate your Minimum Payment Due

The Minimum Payment Due is the sum of the following on your billing statement:

- A. The Pay In Full New Balance
- B. Any Pay Over Time and/or Cash Advance Minimum Due
- C. Any Plan Payment Due

Above amounts include any past due amounts.

Your Pay Over Time and/or Cash Advance Minimum Due is the highest of:

- (1) \$40
- (2) 2% of the Pay Over Time and/or Cash Advance New Balance
- (3) The total calculated by following these steps: Use the Pay Over Time and/or Cash Advance New Balance minus the Interest charged on the billing statement as the *Amount* to calculate the sum of (a) through (c) below:

- (a) 1% of the Amount from \$0 through \$20,000
- (b) 2% of the Amount from \$20,000.01 through \$35,000
- (c) 5% of the Amount above \$35,000

Then continue with the following steps:

- (d) Divide the sum from steps (a) through (c) by the Amount and round to four decimals
- (e) Multiply by the Amount
- (f) Add the Interest charged on the billing statement

Plus any Pay Over Time and/or Cash Advance amount past due.

Your Pay Over Time and/or Cash Advance Minimum Due will not exceed your Pay Over Time and/or Cash Advance New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

**EXAMPLE:** You have: a Pay In Full New Balance of \$200 and a Pay Over Time and/or Cash Advance New Balance of \$30,300, which includes Interest of \$300

- (1) \$40
- (2) 2% multiplied by \$30,300 equals \$606
- (3) \$30,300 minus \$300 equals \$30,000
  - (a) 1% multiplied by \$20,000 equals \$200
  - (b) 2% multiplied by (\$30,000 minus \$20,000) equals \$200
  - (d) (\$200 plus \$200) divided by \$30,000 equals 0.0133
  - (e) \$30,000 multiplied by 0.0133 equals \$399
  - (f) \$399 plus \$300 equals \$699

The highest of (1), (2) or (3) is \$699. The Pay Over Time and/or Cash Advance Minimum Due of \$699 plus the Pay in Full New Balance of \$200 together make up the Minimum Payment Due of \$899.

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## About interest charges on Pay Over Time and Cash Advance balances

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### When we charge interest

We charge interest on Pay Over Time Balances as described below. For cash advances, we charge interest from the transaction date. You cannot avoid paying interest on cash advances.

For charges added automatically to a Pay Over Time balance, we charge interest from the transaction date until they are paid. However, we will not charge interest on these charges in a billing period if:

- your Pay Over Time Previous Balance for the billing period is zero, your Account is not past due, and you pay your Amount Due (or Minimum Payment Due if applicable) by the Payment Due Date; or
- you paid the Account Total New Balance on your billing statement (if any) or Adjusted Balance (if you have an active plan created through Plan It) for each of the previous two billing periods in full by the Payment Due Date shown on each of those billing statements.

If you have or had Pay Over Time Select on your account: you are charged interest on purchases added to a Pay Over Time Select balance at your request from the date they are added to a Pay Over Time Select balance until they are paid.

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### How we calculate interest

We calculate interest for a billing period by first figuring the interest on each balance. Balances within the Pay Over Time feature and Cash Advance balances may have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to figure interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.

#### Interest

The interest charged for a balance in a billing period, except for variations caused by rounding, equals:

- (1) Average Daily Balance (ADB) multiplied by
- (2) Daily Periodic Rate (DPR) multiplied by
- (3) number of days the DPR was in effect.

#### ADB

To get the ADB for a balance, we add up its *daily balances*. Then we divide the result by the number of days the DPR for that balance was in effect. If the daily balance is negative, we treat it as zero.

#### DPR

A DPR is 1/365th of an APR, rounded to one ten-thousandth of a percentage point. Your DPRs are shown in *How Rates and Fees Work* in Part 1.

#### EXAMPLE: Calculating Interest

Assume that you have a single interest rate of 15.99%, your ADB is \$2,250 and there are 30 days in the billing period.

The DPR is 15.99% divided by 365 days = 0.0438%

The Interest is \$2,250 multiplied by 0.0438% multiplied by 30 days = \$29.57

#### Daily Balance

For each day a DPR is in effect, we figure the daily balance for each balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits; and
- making any appropriate adjustments.

We add a new charge to a daily balance as of its transaction date.

#### Beginning balance

For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance *plus an amount of interest equal to the previous day's daily balance multiplied by the DPR for that balance*. This method of figuring the beginning balance results in daily compounding of interest.

When an interest rate changes, the new DPR may come into effect during—not just at the beginning of—the billing period. When this happens, we will create a new balance and apply the new DPR to it. To get the beginning balance on the first day for this new balance, we multiply the previous day's daily balance by the old DPR and add the result to that day's daily balance.

#### Other methods

To figure the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.

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### Determining the Prime Rate

We use the Prime Rate from the rates section of *The Wall Street Journal*. The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the Closing Date of the billing period.

*The Wall Street Journal* may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. If *The Wall Street Journal* is no longer published, we may use the Prime Rate from any other newspaper of general circulation in New York, New York. Or we may choose to use a similar published rate.

If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.

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### Other important information

#### Military Lending Act

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee (other than certain participation fees for a credit card account).

To listen to this statement, as well as a description of your payment obligation for this Account, call us at **855-531-0379**.

If you are a covered borrower, the Claims Resolution section of this Agreement will not apply to you in connection with this Account. Instead, the *Claims Resolution for Covered Borrowers* section will apply.

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<b>About Additional Cardmembers</b>	<p>At your request, we may issue cards to Additional Cardmembers. They do not have accounts with us but they can use your Account subject to the terms of this Agreement. We may report an Additional Cardmember's use of your Account to credit reporting agencies.</p> <p>You are responsible for all use of your Account by Additional Cardmembers and anyone they allow to use your Account. You must pay for all charges they make.</p> <p>You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.</p>	<p>If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.</p> <p>If an Annual Membership fee applies for an Additional Card, please refer to the refund policy disclosed in the <i>Closing your Account</i> sub-section of your Cardmember Agreement. If a single Annual Membership fee applies for a group of Additional Cards on your Account, this policy will apply when you cancel the Additional Card on which the fee was assessed. If an Annual Membership fee applies to Additional Cards on your Account, it is shown on page 2 of Part 1 of the Cardmember Agreement.</p>
<b>Converting charges made in a foreign currency</b>	<p>If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.</p>	
<b>Changing your billing address</b>	<p>You must notify us immediately if you change the:</p> <ul style="list-style-type: none"> <li>• mailing address where we send billing statements; or</li> <li>• e-mail address to which we send notice that your billing statement is available online.</li> </ul>	<p>If you have more than one account, you need to notify us separately for each account.</p> <p>We may update your billing address if we receive information that it has changed or is incorrect.</p>
<b>Closing your Account</b>	<p>You may close your Account by calling us or writing to us.</p> <p>If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.</p> <p>If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.</p>	
<b>Cancelling or suspending your Account</b>	<p>We may:</p> <ul style="list-style-type: none"> <li>• cancel your Account,</li> <li>• suspend the ability to make charges,</li> <li>• cancel or suspend any feature on your Account, and</li> <li>• notify merchants that your Account has been cancelled or suspended.</li> </ul> <p>If we do any of these, you must still pay us for all charges under the terms of this Agreement.</p>	<p>We may do any of these things at our discretion, even if you pay on time and your Account is not in default.</p> <p>If your Account is cancelled, you must destroy your cards.</p> <p>We may agree to reinstate your Account after a cancellation. If we do this, we may:</p> <ul style="list-style-type: none"> <li>• reinstate any additional cards issued on your Account,</li> <li>• charge you any applicable annual fees, and</li> <li>• charge you a fee for reinstating the Account.</li> </ul>
<b>About default</b>	<p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> <li>• you violate a provision of this Agreement,</li> <li>• you give us false information,</li> <li>• you file for bankruptcy,</li> <li>• you default under another agreement you have with us or an affiliate,</li> <li>• you become incapacitated or die, or</li> <li>• we believe you are unable or unwilling to pay your debts when due.</li> </ul>	<p>If we consider your Account in default, we may, to the extent permitted by federal and applicable state law:</p> <ul style="list-style-type: none"> <li>• suspend your ability to make charges,</li> <li>• cancel or suspend any feature on your Account,</li> <li>• require you to pay more than your Minimum Payment Due immediately, and</li> <li>• require you to pay your Account balance immediately.</li> </ul>
<b>Collection costs</b>	<p>You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.</p>	
<b>Credit reports</b>	<p>You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.</p> <p>You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.</p> <p>If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.</p>	
<b>Sending you notices</b>	<p>We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.</p>	

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**We may contact you****Servicing and Collections**

If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

**Call monitoring**

We may monitor and record any calls between you and us.

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**About insurance products**

We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about.

We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.

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**How we handle electronic debits from your checking account**

When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution:

- the amount,
- the routing number,
- the account number, and
- the check serial number.

If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement.

If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.

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**Privacy Act of 1974 notice**

Some federal agencies may accept the card under authority of statute. When you make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.

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**Changing benefits**

We have the right to add, modify or delete any benefit or service of your Account at our discretion.

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**Assigning the Agreement**

We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

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**Assigning claims**

If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant.

You agree that you will not pursue any claim against the merchant for the credited amount. And you must cooperate with us if we decide to do so.

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**We do not waive our rights**

We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

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**Governing law**

Utah law and federal law govern this Agreement and your Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold your Account in Utah. We entered into this Agreement with you in Utah.

In addition, if your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to your account, we elect to offer your card account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

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**Notice to Oregon Residents**

Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

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**Notice for residents of Washington State**

In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

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**Claims Resolution**

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy

relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services

financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

**Sending a Claim Notice**

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to [americanexpress.com/claim](http://americanexpress.com/claim) for a sample claim notice. The claim notice must describe the

claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

#### **Mediation**

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, [jamsadr.com](http://jamsadr.com)) or the American Arbitration Association ("AAA") (1-800-778-7879, [adr.org](http://adr.org)) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

#### **Arbitration**

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

**If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.**

#### **Initiating Arbitration**

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection.

Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (**FAA**).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court.

You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

#### **Limitations on Arbitration**

**If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority 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 the general public, other cardmembers or other persons similarly situated.**

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

#### **Arbitration Procedures**

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration*, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed

pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

#### **Arbitration Fees and Costs**

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

#### **Additional Arbitration Awards**

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include:

(1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

#### **Your Right to Reject Arbitration**

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to [americanexpress.com/reject](http://americanexpress.com/reject) for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

#### **Continuation**

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



# Claims Resolution for Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Card account, this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to Card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

## **Sending a Claim Notice**

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a **claim notice**) to us. Go to [americanexpress.com/claim](http://americanexpress.com/claim) for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not required to accept our request. We may include our request with your billing statement or mail it to your home address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005. If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. **You are not required to resolve your claim through mediation or arbitration. You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.**

## **Mediation**

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, [jamsadr.com](http://jamsadr.com)) or the American Arbitration Association ("AAA") (1-800-778-7879, [adr.org](http://adr.org)) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable

statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect litigation or arbitration. **The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.**

## **Arbitration**

You may elect, but are not required, to resolve any claim by individual arbitration. We may also request to resolve any claim by individual arbitration, but you are not required to accept our request. Claims are decided by a neutral arbitrator.

**If you elect or agree to resolve a claim through arbitration, your or our right to litigate that claim in court or have a jury trial on that claim may be limited. Further, you and we may not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.**

## **Initiating Arbitration**

If you and we agree to proceed to arbitration, claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information.

Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (**FAA**). We will not request arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

## **Limitations on Arbitration**

**If the parties agree to resolve a claim by arbitration, that claim will be arbitrated on an individual basis pursuant to that agreement, and the agreement would not allow claims to be arbitrated on a class**

**action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Cardmembers, or other persons similarly situated.**

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* provisions is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

## **Arbitration Procedures**

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration* provisions, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

## **Arbitration Fees and Costs**

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

## **Additional Arbitration Awards**

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include:

- (1) any money to which you are entitled, but in no case less than \$5,000; and
- (2) any reasonable attorneys' fees, costs and expert and other witness fees.

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**Continuation**

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account

(in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration*

subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

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## Your Billing Rights: Keep this Document for Future Use

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This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express  
PO Box 981535  
El Paso TX 79998-1535

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

American Express  
PO Box 981535  
El Paso TX 79998-1535

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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# Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

## Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw or withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

## AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (*ACH*) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

## How to stop AutoPay payments

If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made. We will tell you, at least 10 days before each payment, when it will be made and how much it will be. If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

## Unauthorized transactions

Tell us AT ONCE if you believe that a transaction has been made without your permission using your card or information about your card account. Calling us is the best way of keeping your possible losses down. You could lose all of the money in your bank account (plus your maximum overdraft line of credit, if applicable). Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.) You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

## Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;

- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

## Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

## Arbitration

The *Claims Resolution* section or, as applicable, the *Claims Resolution for Covered Borrowers* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

## How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

## In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw

that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

## We may end the services

We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.

We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service.

If you do, you must write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

## Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

## Note for Massachusetts residents

**General disclosure statement:** Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

**Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.**

## Disclosure of bank account information

**to third parties:** If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

**Optional limit on obtaining cash:** You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

**FACTS**

**WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• transaction history and account history</li> <li>• insurance claim history and credit history</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Express chooses to share; and whether you can limit this sharing.

Reasons we can share personal information	Does American Express share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No (but please see the "To limit direct marketing" box below for information about additional privacy choices)
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No (although we may share aggregated or de-identified data)	We don't share personal information

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Visit us online: <a href="http://www.americanexpress.com/communications">www.americanexpress.com/communications</a> or</li> <li>• Call 1-855-297-7748 - our menu will prompt you through your choice(s)</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your personal information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your personal information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>To limit direct marketing</b>	<p>We provide additional privacy choices to customers. Privacy elections you make for any one product or service may not automatically be applied to other products and services. To let us know if you do not want us to use your personal information to communicate with you about offers by mail, telephone, and/or e-mail:</p> <ul style="list-style-type: none"> <li>• Visit us online: <a href="http://www.americanexpress.com/communications">www.americanexpress.com/communications</a> or</li> <li>• Call 1-855-297-7748 (except for choices about e-mail communications)</li> </ul>
<b>Questions?</b>	Call 1-800-528-4800 or go to <a href="http://www.americanexpress.com/contact">www.americanexpress.com/contact</a> .

Who we are	
<b>Who is providing this Notice</b>	American Express Travel Related Services Company, Inc. and other American Express Affiliates that provide financial products or services, including American Express National Bank and AMEX Assurance Company.
What we do	
<b>How does American Express protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does American Express collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account or pay your bills</li> <li>• give us your income information or give us your contact information</li> <li>• use your credit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing of personal information?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with the American Express name, including financial companies such as American Express Travel Related Services Company, Inc. and nonfinancial companies. Affiliates may also include other companies related by common ownership or control, such as AMEX Assurance Company, a provider of American Express Card-related insurance services.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Nonaffiliates with which we share personal information include service providers, including, for example, direct marketers, that perform services or functions on our behalf.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include financial companies.</i></li> </ul>

Other important information	
<p>We may transfer personal information to other countries, for example, for customer service or to process transactions.</p> <p><b>AMEX Assurance Company customers.</b> You may have the right to access and correct recorded personal information. Personal information may be disclosed by us to detect fraud or misrepresentation, to verify insurance coverage, to an insurance regulatory authority, law enforcement or other governmental authority pursuant to law, or to a group policyholder for purposes of reporting claims experience or conducting an audit. Personal information related to insurance claim activity obtained from a report prepared by an insurance-support organization on our behalf may be retained by such organization and disclosed as required by law. State law may be more protective than federal law.</p> <p><b>California:</b> If your American Express account has a California billing address, we will not share your personal information except to the extent permitted under California law.</p> <p><b>Vermont:</b> If your American Express account has a Vermont billing address, we will automatically treat your account as if you have directed us not to share information about your creditworthiness with our Affiliates.</p>	

# EXHIBIT B

NOT A CERTIFIED COPY



**Platinum Card®**

YIFENG ZHANG  
Closing Date 09/11/23  
Account Ending [REDACTED]



**Customer Care:** 1-800-525-3355  
**TTY:** Use Relay 711  
**Website:** americanexpress.com

**New Balance** **\$55,233.12**

Includes the past due amount of \$55,233.12

**Payment Due Date** **10/06/23**

**Late Payment Warning:** If we do not receive your payment by the Payment Due Date of 10/06/23, you may have to pay a late fee of up to \$40.00.

**Membership Rewards® Points**

Available and Pending as of 07/31/23

**0**

For up to date point balance and full program details, visit [membershipeards.com](http://membershipewards.com)

**Account Summary**

**Pay In Full**

Previous Balance	\$29.00
Payments/Credits	+\$55,204.12
New Charges	+\$0.00
Fees	+\$0.00
<b>New Balance</b>	<b>= \$55,233.12</b>

**Pay Over Time and/or Cash Advance**

Previous Balance	\$0.00
Payments/Credits	-\$0.00
New Pay Over Time Charges	+\$0.00
New Cash Advances	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
<b>New Balance</b>	<b>= \$0.00</b>
Minimum Due	\$0.00

**Account Total**

<b>Previous Balance</b>	<b>\$29.00</b>
Payments/Credits	+\$55,204.12
New Charges	+\$0.00
New Cash Advances	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
<b>New Balance</b>	<b>\$55,233.12</b>

**Pay Over Time Limit** \$4,500.00

See page 2 for important information about your account.

! Your account is past due.

Please refer to the **IMPORTANT NOTICES** section on page 5.

For more information on your Pay Over Time Limit and your purchasing options, please see **page 4**

↓ Please fold on the perforation below, detach and return with your payment ↓

**Payment Coupon**  
Do not staple or use paper clips

**Pay by Computer**  
[americanexpress.com/pbc](http://americanexpress.com/pbc)

**Pay by Phone**  
1-800-472-9297

**Account Ending** [REDACTED]  
Enter 15 digit account # on all payments.  
Make check payable to American Express.

YIFENG ZHANG  
1400 SAILBOAT CIR  
WELLINGTON FL 33414-5525

Payment Due Date  
**10/06/23**

Amount Due  
**\$55,233.12**

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS  
PO BOX 6031  
CAROL STREAM IL 60197-6031

**Payments:** Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

**Permission for Electronic Withdrawal:** (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

**How We Calculate Your Balance:** We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time and/or Cash Advance balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

**Paying Interest:** Your due date is at least 25 days after the close of each billing period. If you have Pay Over Time, we will not charge you interest on charges automatically added to a Pay Over Time balance if each month you pay your Account Total New Balance on your billing statement (or, if you have a Plan balance, your Adjusted Balance on your billing statement) by the due date. If you have Cash Advance on your Account, we will begin charging interest on cash advances on the transaction date. If you have Pay Over Time Select: we will begin charging interest on purchases added to a Pay Over Time Select balance at your request on the date that they are added to your Pay Over Time Select balance.

**Foreign Currency Charges:** If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will

be billed at the rates such establishments use.

**Credit Balance:** A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

**Credit Reporting:** We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

**What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

American Express, PO Box 981535, El Paso TX 79998-1535

You may also contact us on the Web: [www.americanexpress.com](http://www.americanexpress.com)

In your letter, give us the following information:

- **Account information:** Your name and account number.

- **Dollar amount:** The dollar amount of the suspected error.

- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

**1.** The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

**2.** You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

**3.** You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

American Express, PO Box 981535, El Paso TX 79998-1535

[www.americanexpress.com](http://www.americanexpress.com)

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay

we may report you as delinquent.

**Change of Address, phone number, email**

- Online at [www.americanexpress.com/updatecontactinfo](http://www.americanexpress.com/updatecontactinfo)
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

**Please do not add any written communication or address change on this stub**

**Pay Your Bill with AutoPay**

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit [americanexpress.com/autopay](http://americanexpress.com/autopay) today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit [www.americanexpress.com/privacy](http://www.americanexpress.com/privacy).



# Platinum Card®

YIFENG ZHANG  
Closing Date 09/11/23



Account Ending [REDACTED]



### Customer Care & Billing Inquiries

International Collect  
Cash Advance at ATMs Inquiries  
Large Print & Braille Statements

**1-800-525-3355**  
1-954-473-2123  
1-800-CASH-NOW  
**1-800-525-3355**

### Hearing Impaired

Online chat at [americanexpress.com](https://americanexpress.com) or use **Relay dial 711** and **1-800-525-3355**



**Website:** [americanexpress.com](https://americanexpress.com)

**Customer Care & Billing Inquiries**  
P.O. BOX 981535  
EL PASO, TX  
79998-1535

**Payments**  
PO BOX 6031  
CAROL STREAM IL  
60197-6031

## Payments and Credits

### Summary

	Pay In Full	Pay Over Time / Cash Advance ↓	Total
<b>Payments</b>	\$55,204.12	\$0.00	\$55,204.12
<b>Credits</b>	\$0.00	\$0.00	\$0.00
<b>Total Payments and Credits</b>	<b>\$55,204.12</b>	<b>\$0.00</b>	<b>\$55,204.12</b>

### Detail

\*Indicates posting date

Payments	Amount
08/06/23* RETURNED CHECK/DECLINED BANK TRANSACTIONS	\$55,204.12

## Fees

	Amount
<b>Total Fees for this Period</b>	<b>\$0.00</b>

## Interest Charged

	Amount
<b>Total Interest Charged for this Period</b>	<b>\$0.00</b>

### About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full (or if you have a Plan balance, by paying your Adjusted Balance on your billing statement) by the due date each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

## 2023 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2023	\$464.75
Total Interest in 2023	\$0.00

**Interest Charge Calculation**

Days in Billing Period: 31

Your Annual Percentage Rate (APR) is the annual interest rate on your account.  
Variable APRs will not exceed 29.99%.

	Transactions Dated		Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
	From	To			
Pay Over Time	02/21/2023		28.24% (v)	\$0.00	\$0.00
Cash Advances	02/21/2023		29.99% (v)	\$0.00	\$0.00
<b>Total</b>					<b>\$0.00</b>

(v) Variable Rate

**Information on Pay Over Time and Purchasing Options****Your Card has no preset spending limit**

No preset spending limit means your spending limit is flexible. In fact, unlike a traditional credit card with a set limit, the amount you can spend adapts based on factors such as your purchase, payment, and credit history. If you're ever unsure if a large purchase will be approved, you can use the Check Spending Power tool in your online account or mobile app. Please note that in a small number of cases, we may assign a specific spending limit to a Card Member's account due to a variety of factors such as the Card Member's credit score, past due payments with us or other creditors, or high balances on revolving credit accounts.

**Pay Over Time Limit: \$4,500.00**

The total of your Pay Over Time and/or Cash Advance balance and Plan balance cannot exceed your Pay Over Time Limit. No charge will be added to a Pay Over Time balance if it would cause the total of your Pay Over Time, Cash Advance, and Plan balances to go over your Pay Over Time Limit. **This is not a spend limit.** We may approve or decline a charge regardless of whether your Card account balance exceeds or does not exceed your Pay Over Time Limit.

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**IMPORTANT NOTICES****EFT Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact online at [www.americanexpress.com/inquirycenter](http://www.americanexpress.com/inquirycenter) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

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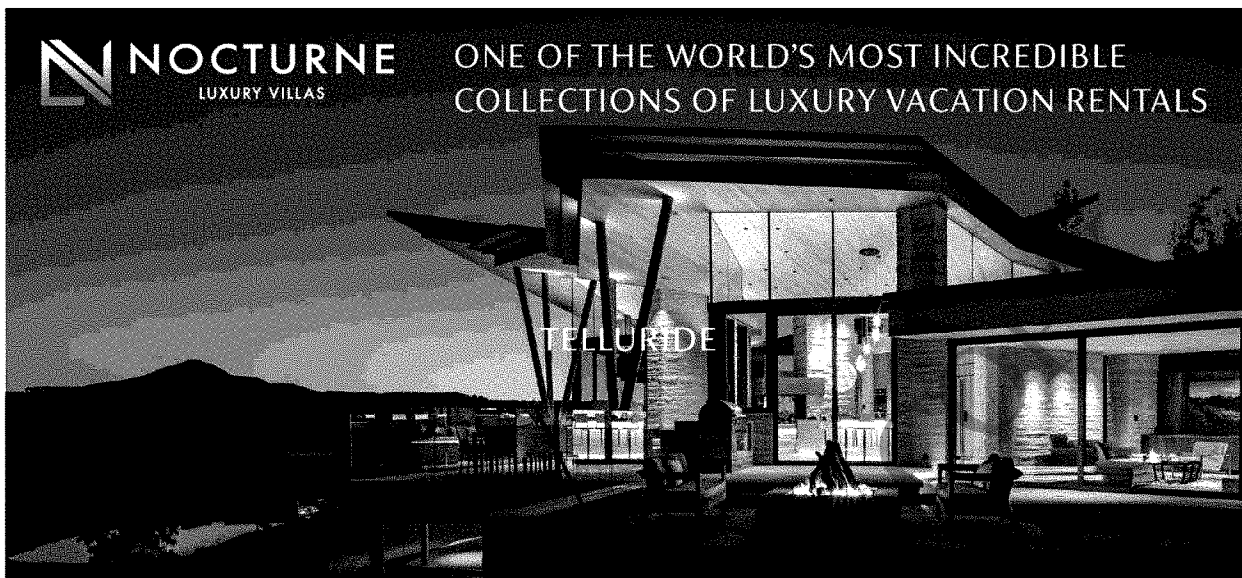


Platinum Card®

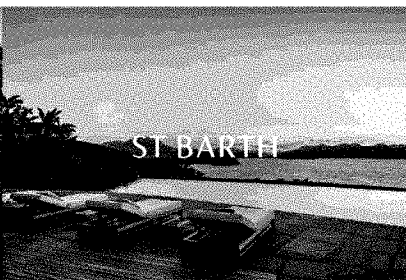
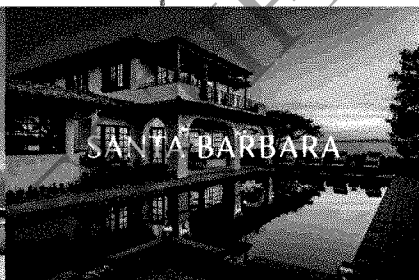
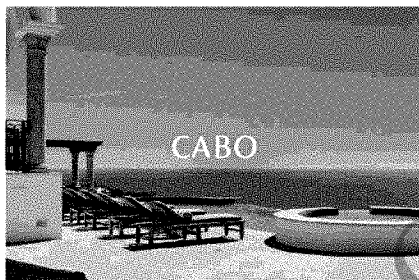
YIFENG ZHANG  
Closing Date 09/11/23



Account Ending ■■■■



Exceptional Stays

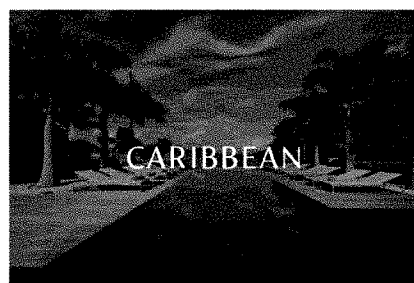


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Warmly Welcomed