

## American Express® Serve Serve® Temporary Card Prepaid Card Cardholder Agreement

Thank you for purchasing the Serve® Temporary Card (“Serve Temporary Card”), a temporary, non-reloadable prepaid card issued in connection with American Express® Serve. This Cardholder Agreement sets forth the terms and conditions governing the Serve Temporary Card you purchased at your retailer. This Cardholder Agreement also includes information regarding the use of the Serve Temporary Card and how to sign-up for and obtain a Serve Account (“Serve Account” or “Serve”) and temporarily use the Serve Temporary Card in connection with your Serve Account.

Although the Serve Temporary Card has many useful functionalities, its key purpose is to introduce you to Serve and encourage you to sign-up for a Serve Account. The Serve Temporary Card does not provide all of the features, benefits and services of a Serve Account.

Serve is a Full Service Prepaid Account with access to membership benefits. You can use the Personalized, reloadable prepaid card linked to your Serve Account (“Serve Card”), online Account, and mobile app to easily control your money. Having a Serve Account means that you, and the people you designate, can make purchases in-store and online, add (“reload”) additional funds, get cash at ATMs, send and receive money, pay bills online and via the Serve mobile app, and more. With Serve, there are no hidden fees and no overdraft fees, plus, your money is safe, because Serve is backed by American Express, a world-renowned, best-in-class financial institution with award-winning 24/7 Customer Service. What’s more, Serve provides protections, features and benefits that the Serve Temporary Card does not, including American Express Purchase Protection\*, Roadside Assistance, Global Assist® Services and more.

You can obtain additional information about Serve and sign-up for a Serve Account at [Serve.com](#) (the “Website”) or via the Serve mobile application available for free download at the Apple® and Android® application stores (the “Serve Mobile Application”).

If you have any questions about the Serve Temporary Card or Serve, please call Serve Customer Service at 1-800-954-0559 (“Customer Service”) anytime, 24 hours a day, 7 days a week.

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### 1. CARDHOLDER AGREEMENT OVERVIEW

These terms and conditions (“Terms and Conditions” or “Cardholder Agreement”) govern your use of the Serve Temporary Card, a temporary, non-reloadable prepaid card issued in connection with American Express® Serve that you purchased at your retailer. The term “Serve Temporary Card” refers to such prepaid card, and not to the Serve Account or to the Personalized, reloadable prepaid card provided after you sign-up for and establish your Serve Account.

By signing or using the Serve Temporary Card, you agree to be bound by these Terms and Conditions in their entirety. Should you wish not to be bound by these Terms and Conditions you must, prior to using the Serve Temporary Card, request a refund of the value of the Serve Temporary Card by calling Customer Service. In these Terms and Conditions, “you” and “your” means the person who has acquired and loaded funds to the Serve Temporary Card. The terms “we,” “our” and “us” refer to American Express Travel Related Services Company, Inc., the issuer of the Serve Temporary Card. This Serve Temporary Card may only be used by the person who has acquired and loaded funds to the Serve Temporary Card, and at no time may you authorize anyone else to use the Serve Temporary Card. You must be at least 18 years of age (19 years of age if you reside in a state where the age of majority is 19) to acquire and load the Serve Temporary Card and sign-up for and activate a Serve Account.

### 2. ABOUT YOUR SERVE TEMPORARY CARD

Your Serve Temporary Card is a prepaid payment device which must have funds loaded to it prior to use. Your Serve Temporary Card is issued by American Express Travel Related Services Company, Inc. The value of the funds available on your Serve Temporary Card at any time is referred to as your “Available Balance” or “Available Funds.” Subject to the amount of Available Funds on your Serve Temporary Card, the Serve Temporary Card may be used for payment of goods and services at retailers and other merchants that accept American Express Cards within the United States. This includes mail order, online and brick and mortar establishments (each a “Merchant”). The Serve Temporary Card cannot be used for ATM cash withdrawals and should not be used for recurring billing charges (such as monthly utilities or subscriptions). You may use the Serve Temporary Card to make final payments, but may not be able to use the Serve Temporary Card to make reservations or deposits (e.g., car rental or hotel reservations). You may not use the Serve Temporary Card to engage in any type of illegal activity or make any prohibited purchase (e.g., purchase of alcohol or tobacco by a minor). Merchant categories are determined by Merchants and other parties, and you agree to hold us harmless for any transactions that occur as a result of inaccuracies in Merchant classification.

Your Serve Temporary Card is not a gift, credit, debit or charge card, and does not constitute a checking, savings or other demand deposit or consumer asset account. The Serve Temporary Card is not a payroll card and cannot be used to make payroll to anyone. The Serve Temporary Card is not intended for gifting purposes. Except where required by law, the Serve Temporary Card is not redeemable for cash. The Serve Temporary Card is not transferable and you agree not to permit any other person to use your Serve Temporary Card. You are wholly responsible for the use of the Serve Temporary Card in accordance with the terms of this Cardholder Agreement. Funds on the Serve Temporary Card are not FDIC-insured and you will not receive interest on funds loaded to the Serve Temporary Card. The Serve Temporary Card is not available for sale in Vermont and may not be available for sale in certain other states. Please contact Customer Service or access the Website for a current listing of states in which the Serve Temporary Card is not available.

### 3. FOR AVAILABLE BALANCE AND 24-HOUR CUSTOMER SERVICE

Call Customer Service at 1-800-954-0559. You may also check your Available Balance online at the Website ([Serve.com](#)).

### 4. FOR TRANSACTION HISTORY

You may review your Temporary Card transaction history by calling Customer Service at 1-800-954-0559, or by logging onto the Website. You may obtain a sixty (60) day written history of Temporary Card transactions by calling Customer Service or writing us at American Express - Customer Relations, 4315 S. 2700 W., Salt Lake City, UT 84184-0440. After you successfully sign-up for a Serve Account, you may also review your Serve Account transaction history via the Serve Mobile Application.

### 5. SETTING UP YOUR SERVE TEMPORARY CARD

#### ACQUIRING AND LOADING YOUR SERVE TEMPORARY CARD

To use the Temporary Card, there is minimum initial load of \$1 US (amount may vary by retailer), and a maximum load of \$500 US to the Temporary Card. Simply present an accepted tender type at the retailer or merchant location. We may change minimum and maximum permitted load amounts at any time for legal, risk management or security purposes. Once loaded, the Temporary Card is not reloadable, except as set forth in Section 10. Please note that the funds loaded to your Serve Temporary Card at purchase do not qualify as load transaction for any waiver, program, special promotion or offer we may sponsor from time to time for your Serve Account.

#### SIGNING YOUR SERVE TEMPORARY CARD

You must sign the back of the Serve Temporary Card where indicated. Write down your Serve Temporary Card number, the 4-digit card security code on the front of the Serve Temporary Card (referred to also as the “Card Security Code” or “CSC”) and the Customer Service number on a separate piece of paper and keep it in a safe place in case your Serve Temporary Card is lost or stolen. We also strongly suggest that you keep the receipt

from the loading of the Serve Temporary Card, as we may require it for an exchange, replacement or refund. In most cases, the Serve Temporary Card is ready for use minutes after loading.

### 6. USING YOUR SERVE TEMPORARY CARD

#### PURCHASES AT MERCHANT ESTABLISHMENTS

Present the Serve Temporary Card to the Merchant at the time of payment and sign the receipt with the same signature you used when you signed the back of your Serve Temporary Card. Retain the receipt as a record of the transaction. You agree to use the Serve Temporary Card only at Merchants within the United States and only for lawful purposes. You acknowledge that purchases made with prepaid cards such as the Serve Temporary Card are similar to those made with cash. You cannot “stop payment” or lodge a “billing dispute” on such transactions. Any problems or disputes you have regarding a purchase or transaction must be addressed directly with the Merchant.

#### SPLIT TENDER TRANSACTIONS

Depending on the Merchant’s policy, you may be able to use your Serve Temporary Card with another form of payment, such as cash, check or another card, to make a purchase. This is known as a “Split Tender Transaction.” To make a purchase for more than the Available Funds on the Serve Temporary Card:

1. Present the Serve Temporary Card for payment and tell the cashier it is a prepaid card.
2. Tell the cashier the Available Funds and ask whether another form of payment will be accepted for the balance of the purchase.
3. Before the Serve Temporary Card is “swiped,” tell the cashier to only authorize the Serve Temporary Card for the Available Funds.
4. If the Serve Temporary Card is declined, remind the cashier of the Available Funds.
5. Be prepared to provide a second form of payment to cover the balance of your purchase.

Some Merchants may only allow you to use cash or check, but not another card, as the second form of payment.

Some Merchants do not permit a second form of payment at all. We do not guarantee that a Merchant will permit a Split Tender Transaction. If you experience any difficulty making a Split Tender Transaction, please call Customer Service for assistance.

#### PURCHASES ONLINE

You can also use the Serve Temporary Card to make purchases over the Internet or by mail order at Merchants within the United States. Please note that some Internet and mail-order Merchants do not permit Split Tender Transactions. If you experience any difficulty in making a purchase online or by mail order with the Serve Temporary Card, please call Customer Service for assistance.

#### PURCHASES AT CERTAIN MERCHANT ESTABLISHMENTS

In addition, when you make a payment to certain merchants for goods or services (typically gas stations, restaurants, rental car agencies, hotels, and similar merchants), we or the merchant may request an authorization for the amount of your anticipated transaction in advance and may estimate the final value of the transaction, which may be more than the amount of the actual transaction. For example, a restaurant may request an authorization for the estimated dining bill and for a tip. In such an event, we will place a temporary “hold” on the funds on your Serve Temporary Card for the amount indicated by the merchant at the time the transaction is authorized, plus any applicable fees, but will release any funds in excess of the amount of the purchase on the eighth (8th) day. Until their release as contemplated in the prior sentence, the excess funds subject to the hold will not be available to you for other purposes. Be sure that the Available Funds on your Serve Temporary Card are sufficient to cover the cost of the bill plus any anticipated gratuity. If the Serve Temporary Card is declined, ask the Merchant to obtain an authorization for an amount equal to or less than the Available Funds.

To avoid having a gas station obtain authorization for an amount that is higher than the Available Funds, we suggest that you prepay inside at the cashier for an amount equal to, or less than, the Available Funds on the Serve Temporary Card.

#### RETURNING MERCHANDISE

If you wish to return any merchandise purchased with the Serve Temporary Card, you will be subject to the Merchant’s return policies. If the Merchant agrees to issue a credit to the Serve Temporary Card, such amount may not be reflected in the Available Balance until the credit posts, which may take seven (7) days or longer.

#### FUNDS SHORTAGES

Each time you use your Serve Temporary Card, the amount of the transaction will be debited from the Serve Temporary Card’s Available Funds. You agree not to make a purchase or other transaction in excess of the Serve Temporary Card’s Available Funds. If you do make a purchase or other transaction that exceeds the Available Funds on the Serve Temporary Card and, as a result, the balance on the Serve Temporary Card is negative (a “Shortage”), you shall remain fully responsible for the Shortage amount and we reserve the right to require that you immediately forward payment to us for any such Shortage. Subject to applicable law, we reserve the right to debit the Available Funds on your Serve Temporary Card or any other prepaid card you hold that is issued by us or any of our affiliates for any Shortage amount. There are three ways that your Available Funds may be decreased. First, if you make a purchase with the Serve Temporary Card, we will deduct the full amount of that purchase, including taxes and any related fees, from the Available Funds. Second, if you use the Serve Temporary Card and the Merchant authorizes it for an amount greater than the actual purchase (typically gas stations, restaurants, rental car agencies, hotels and similar merchants), the Available Funds will be temporarily decreased by the amount of the authorization until the actual transaction posts, which typically occurs within eight (8) business days. Until the release as contemplated in the prior sentence, the excess funds subject to the hold will not be available to you for other purposes. However, only the final amount of the purchase will ultimately be deducted from the Available Funds. Third, the Available Funds will be decreased by the amount of the Monthly Fee, as described in Section 7 of this Cardholder Agreement.

Once the Available Funds on your Serve Temporary Card reaches zero (\$0), you agree that you will no longer use the Serve Temporary Card. The Serve Temporary Card is not reloadable.

### 7. FEES

#### FEE SCHEDULE

The fees set forth in the schedule below apply to the use the Serve Temporary Card, unless we waive one or more fees in accordance with the terms of a program, special promotion or offer we may sponsor from time to time. The schedule of the fees that applies after establishment of your Serve Account is set forth in the Serve Account terms and conditions (the “Serve Consumer User Agreement”), which can be reviewed at the Website or via the Serve Mobile Application. All fees are in U.S. Dollars and remain subject to change in our discretion and where notice is provided as required by Applicable Law.

Serve Temporary Card Fee Chart<sup>1</sup>

Monthly Fee	\$1.00 <sup>2</sup>
One-Time Purchase Fee	Up to \$3.95
Card Replacement	\$0
Balance or Transaction History Inquiry	\$0
Customer Service Call	\$0
Purchase/Spend (in-store and online in the U.S.)	\$0
Sign-up for Serve Personalized Account	\$0

<sup>1</sup> See the Serve Consumer User Agreement or call Customer Service for the fees that apply to your Serve Account.

<sup>2</sup> The monthly fee is not charged to Serve Temporary Cards purchased in Arkansas, New York or Texas.

#### WHEN AND HOW THE MONTHLY FEE IS ASSESSED

Your first monthly fee billing cycle begins on the date you purchase your Serve Temporary Card at your retailer. Your first Serve Temporary Card Monthly Fee will be assessed thirty (30) days after you purchase your Serve Temporary Card. We will assess a Monthly Fee for the life of the Serve Temporary Card, or until the date you establish your Serve Account, whichever date is earlier, after which point, all fees and charges will be assessed to your Serve Account. All fee amounts will be withdrawn from your Available Funds and will be assessed as long as there is a remaining balance on your Serve Temporary Card, except where prohibited by law. Any time your remaining Available Funds balance is less than the fee amount being assessed, the balance of your Available Funds will be applied to the fee amount. We reserve the right to change or waive any fee at any time.

For the most current fee schedules applicable to the Serve Account, you must see the Serve Consumer User Agreement, available on the Website or the Serve Mobile Application, or call Customer Service.

## 8. MANAGING YOUR SERVE TEMPORARY CARD

### REPLACING YOUR SERVE TEMPORARY CARD AFTER ITS "VALID THRU" DATE

Please note that the front of the Serve Temporary Card has a "Valid Thru" date on the front of the Serve Temporary Card. This "Valid Thru" date is the date through which your physical plastic card may be used, and is required to process purchases at Merchants that request a plastic expiration date. You may not use the Serve Temporary Card after the "Valid Thru" date on the front of the Serve Temporary Card. However, even if the "Valid Thru" date has passed on your Serve Temporary Card, please remember that the Available Funds on your Serve Temporary Card remain unchanged and intact, as they do not expire. In order to keep making purchases with your Available Balance after the Serve Temporary Card's "Valid Thru" date has passed, please call Customer Service for a free replacement Serve Temporary Card.

### LOST OR STOLEN CARDS

If your Serve Temporary Card or Serve Temporary Card number is lost or stolen, or if you believe the security of your Serve Temporary Card has been compromised, contact Customer Service immediately. You will be required to provide your name, address, Serve Temporary Card number and Card Security Code and other details for identification purposes. You agree to provide all reasonable information and assistance requested by us to make a complete investigation of the loss or theft. If your Serve Temporary Card is lost or stolen, we will issue you a replacement Serve Temporary Card with a value equal to the Available Funds on your Serve Temporary Card at the time you notified us of the loss or theft. **NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR LOST OR STOLEN SERVE TEMPORARY CARD BEFORE YOU NOTIFIED US.**

### OUR RIGHT TO CLOSE OR SUSPEND YOUR CARD

We reserve the right to suspend or terminate your Serve Temporary Card (i) if you violate these Terms and Conditions, (ii) if there are potential fraud or security risks associated with your Serve Temporary Card, as determined by us, or (iii) for any reason allowed by law. If we suspend or terminate your Serve Temporary Card, you will not be able to use your Serve Temporary Card for purchases or transactions and you may not have access to services associated with the Serve Temporary Card, such as Special Offers.

### 9. SIGN-UP FOR A SERVE ACCOUNT

You may sign-up for a Serve Account online at the Website or by accessing the Serve Mobile Application. At sign-up, you will be requested to provide your Serve Temporary Card number so that we can transfer any remaining balance on the account associated with your Serve Temporary Card to the Serve Account, and certain other information, including personal information required by us to communicate with you and to verify your identity, such as name, address, date of birth, telephone number, email address and Social Security number (or other identity information). We will also ask you to verify your email address, since the Serve product, including related features and functionalities, is an electronic, paperless product, and is intended for use only by individuals who are willing and able to receive notices and communications from us exclusively through electronic means.

We will notify you of successful (or unsuccessful) identity verification by mail, email or phone using the information you provided at the time of order. Upon successful verification of identity and email address, your Serve Account will be established, and a Personalized Serve Card linked to your Serve Account will be sent via US Mail to the address you provided. The terms and conditions of the Serve Account and linked Personalized Serve Card are set forth in the Serve Consumer User Agreement, which can be reviewed at the Website or via the Serve Mobile Application.

### 10. TEMPORARY USE OF SERVE TEMPORARY CARD AFTER ESTABLISHMENT OF YOUR SERVE ACCOUNT

If, in connection with the establishment of your Serve Account, you provide the information necessary for us to transfer any balance on the account associated with your Serve Temporary Card to your Serve Account and verify your email address, then upon establishment of your Serve Account (i) the balance on the account associated with such Serve Temporary Card will be automatically transferred to your Serve Account, (ii) these Terms and Conditions will cease to govern transactions conducted by you using such Serve Temporary Card, and such transactions will be governed by the Serve Consumer User Agreement (available at the Website or via the Serve Mobile Application), (iii) until the date you activate your Personalized Serve Card, such Serve Temporary Card can be used for limited purposes in connection with your Serve Account, including to load funds to your Serve Account and withdraw cash at participating ATMs, subject to and in accordance with the load money limits and other terms and conditions applicable to your Serve Account contained in the Serve Consumer User Agreement, which can be reviewed at the Website or via the Serve Mobile Application.

To access all of the features, benefits and services of Serve, please activate your Personalized Serve Card as soon as you receive it in the mail. Until you activate your Personalized Serve Card, your Serve Account features and functionalities will be limited. Among other limitations, until you activate your Personalized Serve Card, the maximum aggregate amount you may load to your Serve Account (in addition to any amount transferred to your Serve Account from your Serve Temporary Card) will be limited, and the funding sources you may use to add funds to your Serve Account may be limited. Please refer to the Serve Consumer User Agreement, which can be reviewed at the Website or via the Serve Mobile Application, for a complete listing of the Serve Account limitations in force prior to Serve Card activation.

When you establish a Serve Account, the remaining funds on your Serve Temporary Card (to the extent you provided your Temporary Card number at sign-up) will be transferred to your new Serve Account and will be eligible for FDIC pass-through insurance within one business day of the establishment of your Account. To learn more about FDIC pass-through insurance and Serve, visit the Website or [www.serve.com/FDIC](http://www.serve.com/FDIC).

## 11. OTHER IMPORTANT NOTICES

### NO WARRANTIES

We are not responsible or liable to you (i) for any interruption in your use of the Serve Temporary Card, (ii) for the quality, safety, legality or any other aspect of any goods or services purchased from any Merchant with the Serve Temporary Card, (iii) if any Merchant refuses to honor the Serve Temporary Card or Special Offers, and/or (iv) for any other problems you may have with any Merchant. Subject to applicable law, if you have a dispute with a Merchant, you agree to settle the dispute directly with the Merchant. If a Merchant fails to honor the Serve Temporary Card, please call Customer Service to report the incident.

### CHANGING THESE TERMS AND CONDITIONS

We may change the terms of, or add new terms to, these Terms and Conditions at any time, with or without cause, and without giving you notice, subject to applicable law. In addition, we may suspend, cancel, add, modify or delete any feature or benefit offered in connection with the Serve Temporary Card at our sole discretion and at any time, with or without cause, and without giving you notice, subject to applicable law. We reserve the right to deliver to you any notice of changes to existing terms or the addition of new terms by US Mail or electronically to the street and/or email address you have provided for your Serve Temporary Card or by posting such notice at the Website. Any notice given by us shall be deemed given when deposited in the United States Mail, postage prepaid, addressed to you at the latest address shown on our records, when sent electronically to the email address you have provided for your Serve Temporary Card, or when posted at the Website. The most current Terms and Conditions may always be found at the Website.

### ASSIGNMENT AND WAIVER

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

### DATA PROTECTION AND PRIVACY

During any Customer Service call, we may request that you provide the Card Security Code printed on the front of the Serve Temporary Card, as well as additional identification information such as your home phone number, date of birth and zip code. We may also obtain personal information ("Cardholder Information") about you, including information (i) you have provided to us, such as your name and/or your address, during Customer Service calls or otherwise and (ii) about purchases made with the Serve Temporary Card, such as the date, the amount and the place of purchase. For purposes of fraud prevention and regulatory compliance, we may also obtain information from providers of identity verification data and demographic information. Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. We also

maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

### DISCLOSURE

We will use Cardholder Information to process Serve Temporary Card transactions, provide customer service, enhance usage at retailers who may require zip code authorization, process claims for lost or stolen Serve Temporary Cards and help protect against fraud. We also use Cardholder Information for marketing purposes and to conduct research and analysis. We may provide certain Cardholder Information to companies, including our affiliated companies that perform business operations or services, including marketing services, on our behalf. We may provide certain Cardholder Information to others outside of American Express as permitted by law, such as to government entities or other third parties in response to subpoenas. We may develop marketing programs and send you offers for our products and services and the products and services of our business partners, such as Merchants that accept the Serve Temporary Card, and we may use Cardholder Information to make these offers more relevant and valuable to you. We do not share Cardholder Information with other companies for them to market their own products and services.

### TELEPHONE MONITORING/RECORDING

Subject to applicable law, from time to time we may monitor and/or record telephone calls between you and us to assure the quality of our Customer Service or as required by applicable law.

### SPECIAL OFFERS AND MARKETING

Special Offers may be available from time to time at participating merchants. As a Serve Temporary Card cardholder, you may also be eligible to participate in various special programs from time to time. Specific terms, conditions and restrictions for each such offer or special program (collectively, "Special Offers") can be accessed at the Website. We take no responsibility for Special Offers. We reserve the right to add to, change and/or cancel Special Offers at any time.

## 12. ARBITRATION

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

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

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

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

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

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

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

### 13. APPLICABLE LAW; CARD ISSUER

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

**THE SERVE TEMPORARY CARD IS ISSUED BY AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. For information about FDIC insurance coverage and Serve, please visit [serve.com/FDIC](http://serve.com/FDIC) or call 1-866-282-1822. FUNDS ON THE SERVE TEMPORARY CARD ARE NOT FDIC INSURED.**

\* Purchase Protection is underwritten by AMEX Assurance Company, Administrative Office, Phoenix, AZ. Coverage is determined by the terms, conditions and exclusions of Policy AX0951 (the "Policy") and is subject to change with notice. This Cardholder Agreement does not supplement or replace the Policy, a copy of which will be mailed to you and can also be accessed at the Website.

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