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## Send & Split® Terms & Conditions

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Send & Split® (“**Send & Split**”) is a set of features available to you in your American Express® App (“**Amex App**”) that allows you to: (i) send a person-to-person payment (“**Send**”) from your Send Account (defined below) and (ii) split purchases (“**Split**”) made with your Card and have funds that you receive for the Split applied to your American Express Charge or Credit Card (“**Card**”) account (“**Card Account**”) as a statement credit or to your linked Venmo or PayPal account. In order to use Send & Split, you will need to open a prepaid (stored balance) Amex Send® account (a “**Send Account**”). For purposes of these Terms, “**Send**” refers to a transaction where you are transferring funds that are in your Send Account to an external source. Send transactions may only be made for personal, family or household purposes and to a friend, family or other individual that you know and trust.

You are not permitted to use your Send Account to pay for the purchase of goods or services, to make payments to merchants, or to make any type of business payment or other similar designations, or to make payments on loans or debts you owe arising from the purchase of goods or services or other transaction with a merchant.

## IMPORTANT TERMS, CONDITIONS & DISCLOSURES

PLEASE CAREFULLY REVIEW THESE TERMS BEFORE ENROLLING IN SEND & SPLIT AND OPENING A SEND ACCOUNT.

YOUR CONTINUED ENROLLMENT IN THIS FEATURE CONFIRMS YOUR ONGOING ACCEPTANCE OF THE LAST MODIFIED VERSION OF THESE TERMS POSTED THROUGH THE DATE ABOVE. WE RESERVE THE RIGHT, SUBJECT TO APPLICABLE LAW, TO DELIVER TO YOU ANY NOTICE OF CHANGES TO EXISTING TERMS OR THE ADDITION OF NEW TERMS BY POSTING AN UPDATED AGREEMENT IN THE AMEX APP OR DELIVERING NOTICE OF CHANGES TO YOU ELECTRONICALLY TO THE E-MAIL ADDRESS YOU HAVE PROVIDED FOR YOUR USE OF SEND & SPLIT.

IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY UN-ENROLL FROM, AND STOP USING, SEND & SPLIT. See *“Enrollment”* below. UN-ENROLLING WILL NOT RELEASE YOU FROM THESE TERMS WITH RESPECT TO TRANSACTIONS THAT HAVE ALREADY OCCURRED OR ALREADY BEEN INITIATED. THESE TERMS WILL SURVIVE AND CONTINUE TO APPLY WITH RESPECT TO SUCH TRANSACTIONS.

These Send & Split Terms and Conditions (these **“Terms”**) are a binding legal agreement between you (**“you”** or **“your”**), American Express Travel Related Services Company, Inc. (**“TRS”**) and American Express National Bank (**“AENB”**) (TRS and AENB are referred to together as **“we”**, **“our”**, **“us”** or **“American Express”**), that govern your use of Send & Split, including the Send Account (as defined above). These Terms apply to you and anyone else you authorize to use Send & Split. In addition to these Terms, your use of Send & Split is governed by and subject to your Card Member Agreement(s) applicable to any Card with which you use Send & Split, the End User License Agreement and all other applicable American Express policies (collectively, the **“American Express Agreements”**). Read these Terms (and any future modifications) carefully and print and retain a copy for your records. If you do not agree to the Terms (including all agreements and policies referenced in these Terms or otherwise applicable to use of Send & Split) which are required to be agreed to and accepted before use of such specific features), you may not use Send & Split.

AENB is the issuer of your Card and your Send Account.

Other than as provided in Section 5 of these Terms, any current or future claims, disputes or controversy relating to your use of Send & Split, as it relates to our provision of services for Send & Split, shall be governed by the Claims Resolution section of your Cardmember Agreement, which includes an arbitration provision.

As used in these Terms, **“Applicable Law”** means all applicable local, state, federal, and foreign laws, regulations, ordinances, and statutes, as well as any applicable rules, policies, and procedures established by NACHA – The Electronic Payments Association (formerly known as the National Automated Clearinghouse Association) or any applicable electronic payment network or card association or network.

## IMPORTANT INFORMATION ABOUT OPENING A NEW SEND ACCOUNT

To help the U.S. Government fight terrorism and money laundering, Federal law requires us to obtain, verify and record information that identifies each person who opens an account. What this means for you: when you open a Send Account, we will need your name, a street address, date of birth, and an identification number, such as a Social Security number, that Federal law requires us to obtain.

### 1. Eligibility

- a. **General:** Send & Split is only available in the Amex App to Card Members with an eligible Card. Eligible Cards are US-issued Basic Consumer Cards that are issued by American Express National Bank and are not cancelled. Prepaid Cards, American Express Corporate Cards, American Express Small Business Cards, American Express-branded cards or account numbers issued by other financial institutions and American Express Cards issued outside of the United States are not eligible Cards. To use Send & Split, you must first have an email address on file, enroll in Send & Split in your American Express Online Account ("**Online Account**") and open a Send Account in the Amex App. You may use Send & Split with an Additional consumer Card that is issued in the US by American Express National Bank and is not cancelled if you also have an eligible Card in the same Online Account and that Online Account is enrolled in Send & Split. The defined term "Card" in these Terms refers only to an eligible Card as well as an Additional Card (as applicable). Subject to Applicable Law, we have sole discretion over your eligibility for Enrollment, including whether any Card is eligible.

You must have a PayPal account or Venmo account to use Send & Split, and your PayPal or Venmo account must also meet any eligibility criteria established by PayPal, Inc., for Send & Split participation. Both PayPal and Venmo are services provided by PayPal, Inc. If you have a question or issue with your Venmo or PayPal account, please contact PayPal, Inc. American Express does not have control or discretion over PayPal, Inc.'s approval criteria for PayPal or Venmo accounts, or the eligibility criteria established by PayPal, Inc. that a PayPal or Venmo account must meet for Send & Split.

- b. **Authority:** You represent that you have the power, authority and capacity to accept these Terms.

### 2. Description of the Features

- a. **General:** Send & Split gives you access to two distinct features:
  - i. Send, which allows you to store money in your Send Account, and send money to any other Venmo and PayPal user who has a PayPal or Venmo account established in the US (or, to the extent allowed by PayPal, Inc., to a user who has a PayPal or Venmo account established outside the United States) from your Send Account; and
  - ii. Split, which allows you to split your Amex Card purchases with other Venmo and PayPal users.

**Enrollment and Linking:** To use Send & Split, enrollment ("**Enrollment**") is required, and you must open a Send Account as part of Enrollment. Enrollment is only available to Card

Members who have an eligible Card in their Online Account. Subject to Applicable Law, we have sole discretion over your eligibility for Enrollment. Once you have completed Enrollment, you will immediately be prompted to link your Online Account with your PayPal and/or Venmo account. The account linking step must be completed before you can use either Send or Split, so you must have a PayPal or Venmo account. If you do not have a PayPal or Venmo account, you'll be prompted to sign up for a PayPal or Venmo account before completing the account linking step for Send & Split. To open a PayPal or Venmo account, you must follow the account opening procedures established by PayPal, Inc., and meet any eligibility criteria for a PayPal or Venmo account established by PayPal, Inc. American Express has no control or discretion over the procedures to open a Venmo or PayPal account, or over the PayPal, Inc.'s approval criteria for Venmo or PayPal accounts. If you have a question or issue with your PayPal or Venmo account, please contact PayPal, Inc. We will not share your Card number with either Venmo or PayPal, but at the time of linking Send & Split, we will create a unique identifier for your Send Account. We will share that identifier, along with other information detailed below in *"Privacy and Data Usage,"* with Venmo and PayPal, as applicable.

If you remove your Send Account as a payment source within your Venmo or PayPal account, it will cause your Online Account to be de-linked and, as a result, you will not be able to use Send & Split with that particular Venmo or PayPal account.

You can un-enroll in Send & Split at any time within the Amex App or by calling the number on the back of your eligible Card. You will not be able to use Send & Split unless and until you re-enroll and open a new Send Account.

- b. Requirements:** You must have installed the Amex App on a supported mobile device and completed all registration requirements for that app (including agreeing to any electronic communications policies or other terms of service associated with the Amex App). You also must have downloaded and installed all recommended or required updates to the Amex App. Send & Split is only available through the Amex App, so you will not be able to use it unless you have a supported mobile device on which the Amex App (including all required and recommended updates) is installed. We decide which mobile devices the Amex App will support and have no obligation to support any particular device. We may discontinue support for any mobile device at any time in our sole discretion.

### **3. Send Account and Send**

- a. General:** Send allows you to send money to friends, family and other individuals that you know and trust. Do not use your Send Account to send money to people you don't know. You are not permitted to use your Send Account to pay for the purchase of goods or services, to make payments to merchants, or for any type of business payment or other similar designations, or to make payments on loans or debts you owe arising from the purchase of goods or services or other transaction with a merchant. Your Send Account will be opened after you accept the Terms and the Consent Statement to Electronic Delivery.
- b. Add Money to the Send Account:** You must add money to your Send Account from your Card before you can send money. Each transaction that you make to add money to your Send Account will appear as a charge on your Card billing statement and such transactions are governed by the terms of your Cardmember Agreement. The charge is subject to the

APR for purchases, just like other purchases on your Card Account based on the terms of your Cardmember Agreement. This is not a cash advance. The charge to your Card does not earn any rewards, and does not count towards any offers, spending-based reward offers or other bonuses. The amount you add will be reflected in your Send Account balance ("**Balance**").

Interest will not accrue on the Balance in your Send Account and the funds that make up your Balance will not expire. If your Send Account is inactive for one (1) year, you authorize us to initiate a transfer of the remaining Balance as a statement credit to your Card Account. Your Send Account will be considered inactive if there are no transactions (Send, add money to your Send Account or transfer back to your Card Account) involving your Send Account for a period of one (1) year.

- c. **Send from the Send Account:** You can initiate a Send transaction in the Amex App or through your Venmo or PayPal account. When you choose to Send in the Amex App you'll: (i) enter the applicable information of the contact to whom you want to send the money, (ii) enter the amount of money you want to send, (iii) tap to review, and (iv) complete the transaction with your Venmo or PayPal account. If your Balance is insufficient to complete the Send, you will first be prompted to add money to your Send Account. After a Send is initiated, the recipient should receive the money in their Venmo or PayPal account right away and without action by the recipient if the recipient already has a PayPal or Venmo account. Once the Send is credited to the Venmo or PayPal account of the recipient, you do not have the ability to cancel the transaction or have the funds returned to you.

If you Send to a phone number or email address that is not associated with a Venmo or PayPal account, your Send will not be completed unless and until the intended recipient creates a Venmo or PayPal account and associates that account with the phone number or email address that you provided. Using the phone number or email address you provided, Venmo or PayPal will notify the intended recipient that you sent money. If the contact creates an account within the required time period, they will receive the money and the Send will be complete. If the contact does not create an account within the required time period to receive the money you sent, the Send automatically expires and your Send Account will be refunded. You can also cancel a Send via Venmo or PayPal before the contact creates an account to receive the money.

If you choose to initiate a Send transaction via PayPal, Inc.'s applications or websites for accessing PayPal or Venmo accounts, you must follow the instructions established by PayPal, Inc. for Send. American Express does not control the process for initiating a Send transaction through PayPal or Venmo.

You can reference your Send activity in the Send & Split section of the Amex App, as well as PayPal or Venmo in accordance with their Terms and Conditions.

Subject to Applicable Law, either we, or PayPal or Venmo, may decline to complete any Send.

- d. **Prohibited Uses:** You are not permitted to use Send to pay for purchases of goods or services, to make payments to merchants or to make any type of business payment or other similar designations, or to make payments on loans or debts you owe arising from the purchase of goods or services or other transaction with a merchant.

**e. Fees:**

- i. There is no fee charged by us to open or maintain your Send Account, or to Send using your Send Account. See the terms of your PayPal or Venmo account for details on the fees, if any, that PayPal or Venmo might impose for Send transactions, such as fees for international transactions.
- ii. Amex Send Account  
This is a stored balance account which you can add money to using your Amex Card(s). There are no credit checks or credit impacts to open this account.

Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$0</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
ATM balance inquiry (in-network or out-of-network)			N/A
Customer service (automated or live agent)			\$0
Inactivity (after 12 months with no transactions)			\$0

**We charge 0 other types of fees.**

**No overdraft/credit feature.**

Your funds are not FDIC or NCUA insured.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid).

List of all fees for Amex Send Account

All fees	Amount	Details
Sending Money outside the U.S.	5% (minimum \$0.99 and maximum \$4.99)	We do not impose a fee for Amex Send transactions. This is PayPal's fee, which it charges when you send money to recipients outside the US. Consult your PayPal account terms and conditions or contact PayPal for more information.

Not FDIC insured. Your Amex Send Account balance is held at American Express National Bank. If American Express National Bank fails, you are not protected by FDIC deposit insurance and could lose some or all of your Amex Send Account balance.

No overdraft/credit feature.

Contact American Express National Bank by calling 1-800-446-6307, by mail at P.O. Box 30384, Salt Lake City, UT 84130-0384 or visit [americanexpress.com/sendandsplit](https://americanexpress.com/sendandsplit)

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://cfpb.gov/complaint).

- f. **No Overdraft or Credit:** Your Send Account is not a credit card and does not provide overdraft protection or any line of credit.

#### 4. Split

- a. **General:** With Split, you can split purchase amounts that correspond to eligible purchases that are made with a Card and identified as such in your Amex App. You can split these purchase amounts with friends and family by making customized requests to get paid back from friends or family using your linked Venmo or PayPal account. Eligible purchases do not include cash advances or any fee owed to us, including annual membership fees and interest charges. You cannot split purchases that you have disputed while your dispute remains outstanding.
- b. **Using Split:** To use Split, you must select an eligible purchase and provide the contact information for friend(s) or family to whom you would like to send a request to be paid back ("**Split Requestee**"). The purchase amount will be divided evenly between you and the Split Requestee(s), and you can adjust the amounts. You may choose to get paid back as a statement credit to your Card Account, or to your linked Venmo or PayPal account. American Express will, on your behalf, instruct Venmo or PayPal to transmit your requests, using your linked Venmo or PayPal account, to the Split Requestee(s). Note that if the Split Requestee does not already have a Venmo or PayPal account, they will be required to open an account in order to respond to your request. The money you choose to get paid back as a statement credit may remain in your Venmo or PayPal account in certain cases, including if you have a negative balance in your Venmo or PayPal account.

If a Split request is accepted, the requested amount from the Split Requestee will be applied to your Card Account as a statement credit or to your linked Venmo or PayPal account. However, the requested amount may not post to your Card Account until 24-36 hours after acceptance of the Split Request by the Split Requestee. If your requested amount is applied to the Venmo or PayPal account, then timing and terms of that credit will be governed by the terms and conditions for your Venmo or PayPal account. Your Card Account will be billed for, and you are responsible for paying, the full purchase amount regardless of whether a request to be paid back is accepted or rejected. American Express is not responsible for whether a request is accepted, or if money is paid back to your Card or linked account with Venmo or PayPal. You will earn and keep rewards for purchases that you split in the same way that you would for other purchases that you make with your Card.

If you Split a pending purchase, the purchase amount that is reflected in your Split transaction history will be the amount at the time of the Split request (even if the final/posted purchase amount is different).

If you reverse or get a refund from the merchant for a purchase subject to a Split request, American Express will not return the money you received as a statement credit and PayPal and Venmo will not return the money you received in your PayPal or Venmo account, as applicable, back to the Split Requestee.

## **5. Erroneous Transactions or Questions About Transactions**

### **IF YOUR SEND ACCOUNT IS COMPROMISED OR STOLEN, OR IF YOU BELIEVE THAT AN ELECTRONIC FUND TRANSFER HAS BEEN MADE WITHOUT YOUR PERMISSION, NOTIFY US AT ONCE.**

**a. Erroneous Transactions or Questions: Tell us AT ONCE if you believe someone has obtained your Amex App login credentials or otherwise has accessed your Send Account without your permission. Telephoning us at 1-800-528-4800 is the best way of minimizing your possible losses. If someone accesses your Send Account without your permission, you could lose all the money in your Send Account (plus your available credit on your Card Account).** If you tell us within two (2) business days after you learn that a person may have obtained your Amex App login credentials or otherwise accessed your Send Account without your consent, you can lose no more than \$50 if someone used those credentials to make Send Account transactions without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Send Account (or the login credentials for your Amex App), and we can prove we could have stopped someone from using your Send Account without your permission if you had told us, you could lose as much as \$500 if you notify us within sixty (60) days after you learn of the loss or theft.

Also, if your Send Account statement shows transfers that you did not make, including those made by card, code or other means (to the extent those features are associated with a Send Account), tell us at once. If you do not tell us within sixty (60) days after the statement was emailed or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**b. Additional Information:** In case of errors or questions about your electronic transfers, telephone us at 1-800-528-4800, write to us American Express, P.O. Box 981535 El Paso, TX 79998-1535, or contact us via [americanexpress.com/contactus](https://americanexpress.com/contactus) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.



When you contact us:

- (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.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days of such oral communication.

We will determine whether an error occurred within ten (10) business days after we hear from you and will promptly correct any error(s). If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Send Account within ten (10) business days 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. 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 account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions (to the extent those features are offered with your Send Account), we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your Send Account for the amount you think is in error.

We will tell you the results within three (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.

## 6. Privacy and Data Usage

- a. **Authorization:** By linking your American Express Online Account to your PayPal or Venmo account, you authorize American Express to share information about you with PayPal, Inc. (which is the company that offers both the PayPal and Venmo services). Information we might share includes: first and last name, email address, and billing address. American Express will not share your Card number with PayPal or Venmo.
- b. **Other Policies:** Venmo and PayPal each have their own privacy policies and practices (each, a "Third Party Agreement," as defined below) that govern its use and disclosure of information about its customers. If you have a question or issue with your Venmo or PayPal account, please contact Venmo or PayPal.

## 7. Limits

- a. **Limits Apply:** Your use of the Send Account, Send and Split are subject to limits.
- b. **How the add money limit applies:** Limits apply to how much money you can add cumulatively to your Send Account from your Card on a 30-day rolling basis for each Card as indicated in your Cardmember Agreement. Please refer to your Cardmember

Agreement or Send & Split FAQs for details. Please note that these limits apply on an aggregated and rolling basis when using your Amex Card across all your “person-to-person payments” as such is defined in your Cardmember Agreement.

- c. **How the Send limit applies:** Limits apply to how much money you can Send from your Send Account for each individual transaction and also applies cumulatively on a 30-day rolling basis. Such limits are accessible to you within the Send & Split FAQs within the Amex App.
- d. **How limits apply to Split:** Based on a number of factors (including your overall Card Account limits and other risk factors), limits apply to how much money you can request to receive back to your Card Account in connection with a Split.

**All limits are subject to change in our discretion at any time for legal, risk management, security or other purposes, subject to Applicable Law.**

## **8. Balance and Transaction History**

- a. **Balance:** You can view the Balance available in your Send Account at any time and at no cost by accessing your Send Account in the Amex App or calling us at 1-800-528-4800 (or International Collect at 1-336-393-1111).
- b. **Send Account Information and Periodic Statements:** Periodic statements for your Send Account will be made available to you electronically on a monthly or quarterly basis, depending on your Send Account activity. We will send your statement to the email address that we have on file for Send & Split. You can also view transactions at any time in your Amex App at no charge. You are responsible for reviewing your statement and transaction activity to determine if there are any errors or unauthorized transactions, and for alerting us of such events, in accordance with Section 5 of these Terms.
- c. **No Paper Statements:** You will not receive paper statements in connection with the Send Account.

## **9. Restricted Activities**

- a. In using your Send Account, you agree that both you and any authorized user will not:
  - i. Breach these Terms or any other American Express Agreement;
  - ii. Use your Send & Split, including the Send Account, in a way that violates any Applicable Law;
  - iii. Use Send to pay for purchases of goods or services, to make payments to merchants, or for any type of business payment or other similar designations, or to make payments on loans or debts you owe arising from the purchase of goods or services or other transaction with a merchant;
  - iv. Use Send to support or otherwise facilitate any illegal services;
  - v. Provide false, inaccurate, and/or misleading information;
  - vi. Dispute transactions that are made by you or that you otherwise benefit from;
  - vii. Fail to secure your Send Account;

- viii. Send messages (to us, to your customers or the general public) which would be deemed abusive, harassing, offensive, obscene, racist, libelous, defamatory or threatening in nature or use Send & Split in connection with goods, materials or services related to such activities and behavior;
- ix. Unless permitted under Applicable Law, refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- x. Infringe on our or any third party's copyright, patent, trademark, trade secret, or other intellectual property rights;
- xi. Use any robot, spider, other automatic device, or manual process to monitor or copy the Amex App; or
- xii. Use Send & Split in a manner that results in or may result in complaints or Disputes.

## 10. Third Party Agreements

- a. Venmo, PayPal, your mobile operating system provider and other third party services or sites incorporated in the Amex App have their own terms and conditions and privacy policies and practices (collectively, "**Third Party Agreements**"). You may be subject to these Third Party Agreements when you use Send & Split, give these third parties your personal information, or otherwise use their services or visit their respective mobile apps or websites. It is your responsibility to review and accept all applicable Third Party Agreements before using Send & Split.
- b. We are not responsible, and do not provide any support or assistance, for the security, accuracy, legality, appropriateness or any other aspect of the content or function of any third party hardware, software or other products or services. If you have any questions or issues with a third party product or service, please contact the appropriate third party in accordance with its procedures for customer support.
- c. While American Express does not currently charge a fee for your use of Send & Split, you will be responsible for all fees that may be imposed by non-American Express parties in connection with such use (such as data usage or text messaging charges imposed on you by your wireless carrier) and subject to any restrictions those third parties may impose.

## 11. Claims

Other than as provided in Section 5 of these Terms, any current or future claims, disputes or controversy relating to your use of Send & Split, as it relates to our provision of services for Send & Split, shall be governed by the Claims Resolution section of your Cardmember Agreement, which includes an arbitration provision.

## 12. Termination

- a. We reserve the right to, in our sole discretion and without notice or liability to you or any third party, suspend, restrict, discontinue, terminate or prohibit your access and use of Send & Split, or impose limits on Send & Split. For example, we may prohibit your use of Send & Split if we suspect that you have engaged in any activity which would jeopardize Send & Split or its intended use, including any gaming activity. Subject to Applicable Law,

we may impose limits specific to your use of Send & Split, even if we do not apply similar limits to other customers.

- b.** ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, DILUTE, TARNISH, OR DAMAGE ANY ASPECT OF SEND & SPLIT OR UNDERMINE THE LEGITIMATE OPERATION OF SEND & SPLIT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO SEEK DAMAGES, INJUNCTIONS, AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.
- c.** Any terms of these Terms which by their nature should survive termination of these Terms will so survive.

### **13. Court Orders, Regulatory Requirements or Other Legal Process**

If we are notified of a court order or other legal process (including, without limitation, garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with Applicable Law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your Send Account, placing a hold or limitation on your Send Account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. We do not have an obligation to contest or appeal any court order or legal process involving you or your Send Account. When we implement a hold or limitation as a result of a court order, Applicable Law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than one hundred eighty (180) days.

### **14. Severability**

If any part of these Terms is determined to be invalid or unenforceable pursuant to Applicable Law, then such invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in full force and effect.

### **15. No Waiver**

Our failure in any instance to exercise or enforce any provision of these Terms shall not constitute a waiver of such provision or any other provision.

### **16. Third Party Beneficiaries**

These Terms shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

### **17. Security**

- a.** We recommend that you always use available security and lock features on your devices. If you do not utilize the lock screen feature of your devices, and if you have not logged out of the Amex App, PayPal or Venmo, information contained in these apps could be accessible to anyone with access to your device.

- b. Please note that push notifications can be displayed on a locked or inactive device screen on some devices. Because it is possible to view this information even when your devices are locked, we strongly encourage you to maintain physical control over your devices and/or turnoff push notifications if you are uncomfortable with this possibility.
- c. Call us immediately at the telephone number printed on the back of your Card if you believe your device or your Amex App login credentials have been lost or stolen or someone has used or may use your device or your credentials without your authorization.

## **18. Changes to Terms**

We reserve the sole right to revise these Terms at any time. If required by Applicable Law, we will provide you with advance notice of the change in the manner required by Applicable Law. Changes in terms will take effect immediately upon notice to you unless the notice specifies another effective date. Unless Applicable Law requires us to provide you with notice of a change in these Terms in a particular manner, we may provide you with notice of any changes to terms by updating the terms on our web site and/or within the Amex App, by sending a notice to the email address we have on file, or by any other reasonable method we choose. You agree that you will be deemed to have received notice of a change in these Terms when the updated Terms or notice of the change are posted on the web site or Amex app, or when we send notice to the email address we have on file for you (regardless of whether such email message actually is delivered to you). You further agree that continued use of Send & Split after the effective date of a change in these Terms will constitute your acceptance of and agreement to be bound by such change.

## **19. Contact Information**

You may contact us regarding Send & Split, including to notify us if you believe that an unauthorized electronic fund transfer has been or may be made against your account, by calling American Express at 1-800-528-4800 (or International Collect at 1-336-393-1111) or writing to us at American Express, P.O. Box 981535 El Paso, TX 79998-1535.

## **20. Governing Law**

These Terms and Send & Split (including the Send Account) and any claim, Dispute or controversy arising from or relating to these Terms and Send & Split (including the Send Account) are governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of these Terms and the amounts contracted for, charged, and received under these Terms will be governed by such laws. These Terms are entered into between you and us in New York.

## **21. Miscellaneous**

- a. **Change of Email Address:** If you are not able to access your email that is associated with Send & Split for your Online Account, you must immediately update your email address via your Online Account or by calling us. If you do not update your email address and do not ensure that the updated email address is associated with Send & Split for your Online Account, information regarding your Send Account and Send & Split may not reach you. Unless another method of delivery is required by law, communications are considered delivered to you when we email them to the most recent email address that you provided to us.

- b. Communications:** You agree that we may communicate with you about matters related to Send & Split and your use of same through the use of our website or the email address you have on file for Send & Split. We may always, in our sole discretion, also provide you with any such communications on paper, even if you have authorized or requested electronic delivery.
- c. Applicable Laws:** Your access to and use of Send & Split are subject to Applicable Law. We reserve the right to seek all remedies available at law and in equity for violations of these Terms.
- d. Suspension:** We reserve the right to suspend or prohibit your ability to access and use Send & Split if you: (i) structure purchases or conduct transactions with your Card or Send Account to manufacture spend or otherwise engage in abuse, misuse or gaming in connection with Send & Split, (ii) use Send & Split to attempt to avoid or in any way evade paying any payment(s) due on your Amex Card Account; (iii) conduct purchases other than those which are for personal or household use, including but not limited to: purchases of goods or services, commercial purchases and any purchases to conduct illegal activity; (iv) repeatedly are involved with Split transactions for which the Split Requestee has insufficient funds in his/her account with PayPal or Venmo to satisfy the Split request; (v) engage in any activity which would jeopardize Send & Split or its intended use, or (vi) if, in our sole discretion, your transactions appear suspicious to us or cause us to be concerned that the transactions might be illegal, fraudulent, or otherwise not in compliance with the Send & Split terms and conditions. Any rewards or incentives (including, but limited to, Membership Rewards, if applicable) earned in violation of these Terms may be revoked by us in our sole discretion. We reserve the right, subject to Applicable Law, to change the amount of your Send & Split limits, limit, block, or place a hold on certain types of transfers or transactions, suspect, limit or cancel other Card accounts you may have with us, and/or limit, suspend or block your transfers to particular persons, entities or recipients.
- e. Prohibited Action:** ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, DILUTE, TARNISH, OR DAMAGE ANY ASPECT OF SEND & SPLIT OR UNDERMINE THE LEGITIMATE OPERATION OF SEND & SPLIT IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO SEEK DAMAGES, INJUNCTIONS, AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) TO THE FULLEST EXTENT PERMITTED BY LAW.
- f. Other Information:** Account information you receive from PayPal or Venmo does not replace or act as your Billing Statement. In the event there are any inconsistencies between such information and your Billing Statement, your Billing Statement governs and reflects the appropriate charges due.

## 22. Entire Agreement

These Terms and other applicable American Express Agreements set forth the entire understanding and agreement between you and us, whether written or oral, with respect to Send & Split and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter.