

Amex Passport™ Terms of Use

These Terms of Use (“**Terms**”) govern your (“**you**” or “**your**”) use of Amex Passport, Amex Digital Wallet, Stamps, Stamp Images and related services (together, the “**Services**”). By using the Services, you acknowledge and agree that you have read, understand, and agree to abide by these Terms and that these Terms constitute a legally binding agreement between you and American Express Travel Related Services Company, Inc. (“**Amex**” also referred to herein as “**we**”, “**our**” and “**us**”). In addition to these Terms, you will continue to be subject to the applicable Card Member Agreements or other terms that govern the use of your American Express® Card. If you do not agree to be bound by these Terms, you must not use the Services, and any rights granted under these Terms are hereby deemed to be void.

We reserve the right, subject to applicable law, to update these Terms from time to time and you are deemed to be aware of and be bound by any changes to these Terms by your continued access to or use of the Services. If at any time you do not agree to these terms, you must not use the Services.

Section 1. Definitions.

- a. “**Amex Artwork**” means the visual and/or audio rendering of the Stamps and the elements that comprise the Stamps, including, without limitation, all still or moving imagery, works of art, animation, copy/text, music, sound, trademarks, tradenames, logos and/or other content included in or necessary to render the Stamp (which includes, without limitation, code) for which the intellectual property rights are owned by or licensed by Amex or its related or affiliated entities.
- b. “**Amex Digital Wallet**” is a public blockchain-based account managed and controlled by Amex which stores the Stamps.
- c. “**Amex Passport**” is a digital service that allows you to collect Stamps and Stamp Images based on the transaction data we receive from a merchant when you use your Card to make an in-store purchase at select merchants that accept American Express® Cards in Select Destinations as well as other interactive features. Each Amex Passport is associated with an Amex Digital Wallet.
- d. “**Applicable Law**” means all applicable constitutions, laws, regulations, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or governmental authorities.
- e. “**Card**” means an active U.S. Consumer Card or an Additional Card issued by American Express National Bank.

- f. **“Feedback”** means feedback submitted to Amex in Amex Passport.
- g. **“Online Account”** means an American Express online account.
- h. **“Other Tokens”** means any non-fungible token, digital collectable, digital assets, crypto-asset, crypto-currency, virtual currency, token, asset or other items that are not the Stamps.
- i. **“Personally Identifiable Information”** means any information that can personally identify you.
- j. **“Postings”** means any information or content posted in Amex Passport.
- k. **“Select Destination(s)”** means over 130 select countries, regions or states, which may be amended from time to time at Amex’s sole discretion, that users of Amex Passport can earn Stamps in.
- l. **“Stamp”** means a valueless, commemorative digital token issued in an Amex Digital Wallet and stored on a public blockchain that reflects the Select Destination of the in-store transaction in such Select Destination with your Card.
- m. **“Stamp Image”** means an image of the Stamp that appears in your Amex Passport each time an in-store transaction is made with your Card in a Select Destination.

Section 2. Eligibility. You acknowledge and agree that to enroll in the Services, you must: (i) be 18 years of age or older, (ii) have an active Card (iii) have an active Online Account and (iv) have an active and valid email address on file with us. You acknowledge and agree that to continue to remain eligible for Amex Passport and to earn Stamps, (i) through (iii) above must be true at all times, otherwise we reserve the right to terminate your enrollment in Amex Passport.

Section 3. Use of Amex Passport. You acknowledge and agree that:

- a. You can only enroll in Amex Passport through one active Online Account at a time. This means, you cannot have more than one Amex Passport at any time.
- b. To collect a Stamp, you must (i) travel to a Select Destination and (ii) use your Card to make an in-store purchase at merchants that accept American Express® Cards at such Select Destinations. After using your Card to make an in-store purchase, based on the transaction data we receive related to your purchase, a Stamp Image will automatically appear in your Amex Passport and a Stamp will be issued on the public blockchain and stored in an Amex Digital Wallet. Amex relies on information provided to us by merchants to identify if you are eligible for a Stamp. This information may be returned to us incorrectly and in such event, we may issue a Stamp for a different location or date. See Section 5 (Lost or Hidden Stamps) for more information on what you can do if you notice an error with a Stamp/Stamp Image.

- c. Once collected, Stamps are stored inside your Amex Digital Wallet, and the Stamp Image is reflected in your Amex Passport. The Stamp Image is accessible to you by logging into your Online Account.
- d. You cannot transfer or remove Stamps out of the Amex Digital Wallet for any reason.
- e. Stamps do not have any monetary value and are intended only for commemorative purposes.
- f. The Stamps cannot be (i) traded or exchanged with another Stamp either through an Amex Digital Wallet or any other Amex or third-party platforms, (ii) traded or exchanged for goods or other items of monetary value, (iii) converted into cash or cash equivalents, or (iv) sold or transferred to any third party.
- g. Only Card Members (as defined in the applicable Card Member Agreement) with active Cards are eligible to collect Stamps.
- h. Any offers, benefits, rewards or other perks that you may receive from Amex in relation to the Stamps are solely connected to your Online Account, and not in any way connected to the Stamps.
- i. The Stamps are not being offered as, and are not intended to be, a “security,” as defined under U.S. federal securities laws or the securities laws of any U.S. state or other jurisdiction.
- j. The Stamps are not digital assets for federal income tax purposes.
- k. Amex reserves the right to, in our sole discretion and without notice or liability to you or any third party, suspend, restrict, discontinue, terminate the Services, or any part thereof, or prohibit access and use of the Services, or any part thereof, or impose limits on use of the Services, or any part thereof.

Section 4. Rules. Subject to the License (defined below), you acknowledge and agree that:

- a. You have no ownership rights in Amex Passport, Amex Digital Wallet (including anything in the Amex Digital Wallet), the Stamps, the Stamp Images or the Amex Artwork.
- b. You will not, nor attempt to, sell, trade, transfer, assign, or otherwise convey Amex Passport, Amex Digital Wallet, any Stamps, any Stamp Images, or any right therein or benefit in connection therewith, in any manner, including, without limitation, to yourself or to another individual or entity.
- c. You will not, nor attempt to, transfer into the Amex Digital Wallet any Other Tokens. Amex is not responsible or liable for any losses or damages you may incur as a result of you transferring or attempting to transfer such Other Tokens into an Amex Digital Wallet, including any transfers made in error into an Amex Digital Wallet. You acknowledge and agree that any Other Tokens transmitted into an Amex Digital Wallet will be irretrievably lost.
- d. You will not use the Services (or any portion thereof) for commercial or business purposes, including, without limitation in any advertising, marketing, or promotional content or for commercial gain (whether financial or otherwise).

- e. You will not, nor attempt to, modify the Stamps or Stamp Images in any manner, including, without limitation, amending, distorting, adding to, or otherwise changing the Amex Artwork.
- f. You will not create derivative works from the Services, Stamps, or Stamp Images, and/or attempt to acquire any intellectual property rights in or to the Stamps, the Stamp Images (or any portion thereof) and/or the Amex Artwork.
- g. Your use of the Services will, at all times, comply with Applicable Law.
- h. You will not use Amex Passport, Amex Digital Wallet, the Stamps or Stamp Images, as applicable, in any manner that could: (i) violate Applicable Law, (ii) infringe the intellectual property rights, publicity rights, privacy rights, or any other rights of any third party or Amex or its affiliates, (iii) be defamatory, libelous, or slanderous, or (iv) be obscene, offensive, shocking, insulting, immoral, unethical or may bring Amex, its affiliates or any of its brands under ridicule, contempt, scandal, public disrepute, or otherwise reflect unfavorably upon or may be detrimental to Amex, its affiliates or its brands.
- i. You will not, nor attempt to, collect, store or otherwise use the Stamps for investment or trading purposes of any kind.
- j. You will not provide any Personally Identifiable Information within Amex Passport. Personally Identifiable Information includes, but is not limited to, your name, address, phone number, home address, email address and date of birth.
- k. You will not permit or require any third party to act on your behalf in a manner that is inconsistent with these Terms.
- l. You will cooperate with Amex's requests for information to determine your compliance with these Terms, including, but not limited to determining your eligibility for the Services.
- m. In the event Amex makes available to you offers, benefits, rewards or other perks in connection with your Stamps, you will comply with the specific terms and conditions of those offers, benefits, rewards or other perks. If Amex determines (in its sole discretion) that you have engaged in or intend to engage in any activity that would jeopardize Amex, its affiliates or its brands, or is inconsistent with these Terms, including, without limitation, abusing, misusing, or gaming in any manner or the terms of any such offer, benefit, reward or other perks in connection with your Stamps and Stamp Images, Amex may take action, including, without limitation, to disable your access to the Services, cancel any Card (as defined in the Card Member Agreements) accounts with Amex, choose not to fulfill or otherwise provide such offer, benefit or other perk, or reverse applicable statement credits from your Card (as defined in the Card Member Agreements) accounts.

Section 5. Lost or Hidden Stamps. Please contact us at americanexpress.com/contactus if you are unable to view or access your Stamp Images and Amex may, at its discretion, replace your Stamp at no cost. You may also hide a Stamp Image from your Amex Passport for any reason (e.g., if you received a Stamp for a country that you did not travel to). Once hidden, such Stamp Image cannot be viewed again unless you contact Amex.

Section 6. Ownership and Scope of License.

- a. **Ownership.** Amex, its affiliates and its licensors (as applicable) own all rights, title, and interest, including, without limitation, all intellectual property rights, in and to Amex Passport, Amex Digital Wallet, the Stamps, the Stamp Images, and the Amex Artwork. You are not granted any ownership rights of any kind in or to Amex Passport, Amex Digital Wallet, the Stamps, the Stamp Images or the Amex Artwork including, without limitation, any rights in or to any Amex trademarks, tradenames, logos, or other identifying elements that may be included in the Stamps or Stamp Images. All rights in and to Amex Passport, Amex Digital Wallet, the Stamps, the Stamp Images, and the Amex Artwork are expressly reserved by Amex, unless explicitly granted herein these Terms.
- b. **License.** Amex grants to you, subject at all times to your compliance with these Terms, a worldwide, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, royalty-free, limited license to (i) display Stamp Images in the Amex Passport and (ii) share Stamp Images on social media accounts and other digital platforms used for your own personal purposes and not for commercial/business purposes, collectively the “**License**”. You acknowledge that the License is not perpetual and may be revoked at any time by Amex, in its sole and exclusive discretion, with or without cause and without notice to you. You also acknowledge that the License granted hereunder does not apply to the Amex Artwork other than to the limited extent the Amex Artwork may be incorporated into the Stamps and Stamp Images subject to this License. In the event you are in breach of these Terms, you stop using the Services or no longer have access to your Online Account, the License will immediately terminate, and you will no longer have a right to display or use in any manner the Stamps and Stamp Images as described in the License and Amex (either itself or its affiliates, or through a third party acting on their behalf) may preclude your access to the Services.

Section 7. Privacy. You authorize Amex to collect, use and share your information in accordance with the applicable Amex Consumer Privacy Notice and U.S. Online Privacy Statement, as they may be amended from time to time, and which are available at www.americanexpress.com/privacycenter. Amex is under no obligation to review the Postings and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, Amex may from time to time monitor the Postings in Amex Passport and may decline to accept

and/or remove any Postings that are unlawful, harmful, threatening, obscene or otherwise objectionable. You agree not to provide any Personally Identifiable Information or confidential information in any Postings.

Section 8: Feedback

In connection with any Feedback, it is in our sole discretion whether we use or implement the Feedback in any way. If you elect to provide the Feedback, you agree that we may use it for any purpose, without restriction or limitation. Without limiting the foregoing, you agree that:

1. The Feedback does not contain any information that is your confidential information or Personally Identifiable Information, or the confidential information or Personally Identifiable Information of any other party.
2. The Feedback does not contain any copyrighted or proprietary materials of any third party.
3. You grant Amex a worldwide, non-exclusive, royalty-free, sublicensable, assignable, perpetual, irrevocable license to (a) use, execute, modify, perform, display, transmit, copy, distribute (internally or externally) the Feedback, and prepare derivative works based on the Feedback; and (b) use the Feedback to develop, make, have made, offer for sale, sell, have sold, import, export, distribute, rent or lease products and services.
4. You will not claim ownership rights to any derivative work of the Feedback created by or on behalf of American Express.
5. This Section 8 (Feedback) shall survive any the termination or expiration of these Terms.

Section 9. Indemnification. You agree to indemnify, defend, and hold harmless Amex, its affiliates and any of their respective officers, directors, employees, and agents, from and against all claims, demands, regulatory proceedings, damages, costs (including, without limitation, settlement costs), and expenses (including, but not limited to, reasonable attorneys' fees) arising from, or related, to the breach or alleged breach of these Terms.

Section 10. Disclaimer of Warranties. You acknowledge that the Services are provided "as is" and Amex makes no representations or warranties with respect to the Services, whether express or implied, including, without limitation, that use of each of the Services will be uninterrupted, error free, or not infringing any intellectual property rights, publicity rights, privacy rights, or any other rights of any third party. You assume all risks associated with using the Services. This Section 10 (Disclaimer of Warranties) shall survive termination of these Terms.

Section 11. Limitation of Liability. You agree that Amex, its affiliates, and any of their respective officers, directors, employees, or agents will not be liable, whether in contract, tort, strict liability, or otherwise, for any direct, punitive, special, consequential, incidental, or indirect damages (including, without limitation, lost opportunity) arising out of or in connection with any third party providers to the Services, access to or use of the Services, or any part thereof, even if Amex is made aware of the possibility of such damages. This limitation on liability includes, but is not limited to, the transmission of any viruses that may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, or force majeure events. Amex cannot and does not guarantee continuous, uninterrupted, or secure access to the Services or any third-party services. Amex, its affiliates and any of their respective officers are not responsible or liable for any losses or damages you may incur as a result of you transferring or attempting to transfer any Other Tokens into an Amex Digital Wallet, including any transfers made in error into an Amex Digital Wallet. This Section 11 (Limitation of Liability) shall survive termination of these Terms.

Section 12. Governing Law and Dispute Resolution. These terms are governed by and will be construed in accordance with the laws of the State of New York without regard to any State of New York conflicts of laws or choice of law principles. Any current or future claims, disputes or controversies arising out of or relating to your use of the Services shall be governed by the Claims Resolution section of your relevant Cardmember Agreement, which includes an arbitration provision. This Section 12 (Governing Law and Dispute Resolution) shall survive termination of these Terms.

Section 13. Miscellaneous. Without limiting any remedies available to Amex, you acknowledge that a breach by you of these Terms may result in material irreparable injury to Amex for which there is no adequate remedy at law, that it will not be possible to precisely measure damages for such injuries and that, in the event of such a breach or threat thereof, Amex will be entitled, without the requirement to post bond or other security, to obtain a temporary restraining order and/or injunction restraining you from engaging in activities prohibited by these Terms or such other relief as may be required to specifically enforce any of these Terms. These Terms represent the entire agreement between you and Amex with respect to the Services, and these Terms supersede all prior understandings and/or communications, both oral and written, with respect to the Services. Amex's delay or failure to enforce any portion of these Terms will not be deemed a waiver of that portion of these Terms. Should any portion of these Terms be rendered void or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect.

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