

**Member Collectibles Terms of Service**  
**Effective October, 2023**

The Members Collectibles interface (the “**Collectibles Interface**”) is a digital consumer service accessible through American Express that allows you to: (i) digitally link a digital wallet to American Express; (ii) access and display information about Amex Collectibles (defined in Section 2 below) within your linked digital wallet; and (iii) present your Amex Collectibles in connection with offers, benefits, or other perks that may become available in conjunction with Amex Collectible (collectively, as described further in Section 3 below, the “**Services**”).

**PLEASE CAREFULLY REVIEW THESE MEMBER COLLECTIBLES TERMS OF SERVICE (THESE “TERMS”) BEFORE ENROLLING, LINKING A DIGITAL WALLET, OR USING THE SERVICES.**

**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 WEBSITE AND/OR AMEX APP OR DELIVERING NOTICE OF CHANGES TO YOU ELECTRONICALLY TO THE E-MAIL ADDRESS YOU HAVE PROVIDED FOR YOUR USE OF YOUR ONLINE AMEX ACCOUNT. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY UNENROLL FROM THE COLLECTIBLES INTERFACE AND STOP USING THE SERVICES. YOUR CONTINUED ENROLLMENT TO USE THE COLLECTIBLES INTERFACE AND YOUR CONTINUED USE OF THE SERVICE CONFIRMS YOUR ONGOING ACCEPTANCE OF THE LAST MODIFIED VERSION OF THE TERMS POSTED ON AMERICAN EXPRESS’S WEBSITE (AND/OR THE AMEX APP, IF APPLICABLE).**

**THESE TERMS CONTAIN PROVISIONS THAT GOVERN DISPUTES THAT MAY ARISE REGARDING THE COLLECTIBLES INTERFACE AND THE SERVICES, INCLUDING THE USE OF AN ARBITRATION PROVISION CONTAINED IN THE CARDMEMBER AGREEMENT OF THE CARD USED TO ENROLL TO USE THE COLLECTIBLES INTERFACE.**

These Member Collectibles Terms of Service (these “**Terms**”) are a binding legal agreement between you (“**you**” or “**your**”) and American Express Travel Related Services Company, Inc. (referred to in these Terms as “**we**”, “**our**”, “**us**”, “**Amex**”, or “**American Express**”) that govern your enrollment to use the Collectibles Interface and the Services. In addition to these Terms, your enrollment to use the Collectibles Interface and the Services is governed by, and subject to, the Cardmember Agreement applicable to the Card used to enroll to use the Collectibles Interface (which for the purposes of these Terms shall apply to, and bind, any Additional Cardmember enrolled to use the Collectibles Interface to the same extent that the Cardmember Agreement would apply to, and bind, a Basic Cardmember enrolled to use the Collectibles Interface), the End User License Agreement for the American Express Website, the applicable [American Express Online Privacy Statement](#), and all other applicable American Express policies; your collection of Amex Collectibles is governed by the Amex Collectible Terms of Use; and in the event Amex make available to you any offers, benefits, or other perks in conjunction with your Amex Collectibles, the terms and conditions of the relevant offer, benefit, and other perk will govern such offers, benefits, and other perks (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 these Terms and all American Express Agreements referenced in these Terms or otherwise applicable to the Collectibles Interface or the Services, you may not enroll to use the Collectibles Interface or use the Services.

**1. Eligibility**

The Collectibles Interface is available to Cardmembers 18 years or older who have an active US-issued Consumer Credit Card attached to an American Express Online Account, have an active email address on file with us, and satisfy all other eligibility criteria that may be established by Amex from time to time. Subject to applicable law, Amex has sole discretion over the eligibility criteria for use of the Collectibles Interface and the Services, which may change in the future.

The eligibility criteria for any offers, benefits, or other perks that Amex may extend in conjunction with Amex Collectibles are set forth in the terms and conditions for such offers, benefits, or other perks. Possession and presentment of Amex Collectibles will not establish eligibility for any offer, benefit, and other perk unless all other eligibility criteria for such offers, benefits or perks are satisfied.

**2. Definitions.**

a. **“Amex Collectible”** means a non-fungible token (NFT) that serves as a digital proof of attendance at an Amex experience or event. All references to the Amex Collectibles in these Terms will be read to include the Amex Artwork (defined below).

b. **“Amex Artwork”** means the visual and/or audio rendering of the Amex Collectible, which includes, without limitation, 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 Amex Artwork (which includes, without limitation, code) for which the intellectual property rights are owned by or licensed by Amex. All references to the Amex Collectible in these Terms will be read to include the Amex Artwork.

### 3. **Program Services**

**a. General.** As described below, the Collectibles Interface offers three Services to its users: (i) a linking service that enables you to link a Digital Wallet that you specify to the Collectibles Interface (the **“Linking Service”**); (ii) a reader service that enables you to access and display your Amex Collectibles on the Collectibles Interface (the **“Reader Service”**); and (iii) a presentation service that enables you to present Amex Collectibles to American Express for offers, benefits, or other perks that may become available to you in conjunction with your Amex Collectibles (the **“Presentation Service”**, and with the Linking Service and the Reader Service, the **“Services”**).

**b. Linking Your Digital Wallet to the Collectibles Interface.** The Linking Service allows you to connect a Digital Wallet to the Collectibles Interface. In order to link your Digital Wallet to the Collectibles Interface, you will need to log on to the Collectibles Interface and select the Digital Wallet that you would like to link. When you select a Digital Wallet to link to the Collectibles Interface, you will be redirected to the Digital Wallet, which will ask you to confirm that you allow Amex to access the Digital Wallet. You may delink a Digital Wallet that you have previously linked to the Collectibles Interface by selecting **“Settings”** on the Collectibles Interface and then selecting **“Manage NFT Wallets”**. Once you delink a Digital Wallet from the Collectibles Interface, you will not be able to access, view, or present Amex Collectibles in the Digital Wallet using the Collectibles Interface until you re-link the Digital Wallet.

You represent and warrant that you are the owner of any and all Digital Wallets that you request be linked to the Collectible Interface and that you shall remain the owner of such Digital Wallets as long as they are linked. If at any time you conclude that you are not the owner of a Digital Wallet linked to the Collectibles Interface, you agree that you will immediately delink the Digital Wallet.

**By linking a Digital Wallet to the Collectible Interface, you consent to Amex to accessing, retaining, and using information about the Digital Wallet (including the contents of the Digital Wallet) in accordance with the applicable [American Express Online Privacy Statement](#). The scope of information about a linked Digital Wallet that Amex may access, retain, and use is not limited to information regarding Amex Collectibles and will include information regarding other digital assets held in the linked Digital Wallet, including access, retention, and uses not directly connected to Amex Collectibles or the Collectibles Interface. Amex may access such information at any time until you delink the Digital Wallet from the Collectible Interface, including accessing information periodically at times that are unrelated to your use of your Collectible Interface or the Services. When you delink a Digital Wallet from the Collectibles Interface, Amex will cease accessing information about the delinked Digital Wallet and its contents, but unless otherwise directed or prohibited, may continue to retain and use information that was previously collected.**

**c. Accessing Information from Your Digital Wallet.** The Reader Service enables you to view Amex Collectibles and associated Amex Artwork held in Digital Wallets that you have linked to the Collectibles Interface. The Reader Service may also provide information regarding Amex Collectibles that may be made available in the future.

**d. Connecting with American Express.** The Presentation Service enables you to present Amex Collectibles that you hold in your linked Digital Wallet in order to access offers, benefits and other perks that Amex may extend in conjunction with an Amex Collectible and for which you are eligible.

Amex retains sole discretion whether to provide any offers, benefits, or other perks in conjunction with your Amex Collectible and the eligibility, terms, and conditions of such offers, benefits, or other perks that it does offer. Your enrollment and use of the Collectible Interface and the Services, your collection of Amex Collectibles, and your presentation of Amex Collectibles using the Presentation Service does not guaranty that you will be eligible for such offers, benefits, or other perks. In the event Amex makes available to you offers, benefits, or other perks in conjunction with your Amex Collectible, you will comply with the terms and conditions of those offers, benefits, and other perks. If Amex (in its sole discretion) determines that you have engaged in abuse, misuse, or gaming in any manner in connection with any such offer, benefit, or other perk or that you intend to do so, Amex may choose not to fulfill or otherwise provide the offer, benefit, or other perk, including, without limitation, reversing applicable statement credits from your Amex card accounts. Additionally, as applicable, Amex may also cancel any Amex Card accounts that you may have with Amex.

The Collectibles Interface and the Services are not transactional services and do not enable the purchase, sale, or transfer of Amex Collectibles in any manner. Amex Collectibles do not have any monetary value 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.

## 5. **Disclaimer of Warranty / Public Disclosures**

**a. Information Presented on the Collectibles Interface.** The Collectibles Interface and the Services are for general informational purposes and are provided as-is without warranty of any kind. Information provided on the Collectibles Interface does not constitute financial, tax, accounting, legal or other professional advice on any subject matter.

**b. Educational Material and Digital Wallets.** From time-to-time, Amex may provide educational material or other information on the Collectibles Interface or elsewhere regarding Digital Wallets, digital assets, blockchains, distributed ledgers, products and service provided by third parties, and related information. Amex does not endorse, and makes no representations whatsoever regarding any product, service, digital asset, blockchain, standard, or methodology other than those explicitly set forth in writing as offered by Amex and governed by an American Express Agreement. Without limiting the foregoing, unless otherwise explicitly stated in writing, the inclusion of the name of any particular third-party product, service, digital asset, blockchain, standard, or methodology within any educational or other materials provided by Amex does not constitute an endorsement or other representation whatsoever (positive or negative) by Amex regarding the efficacy, security, suitability, or legality of such product, service, digital asset, blockchain, standard, or methodology.

Digital Wallets are third party products that are not offered by Amex. You are solely responsible for reviewing and selecting which, if any, Digital Wallet that you choose to use in conjunction with the Collectible Interface.

**c. Digital Assets.** The Collectibles Interface collects information regarding the contents of a linked Digital Wallet by accessing information from the relevant distributed blockchain and other sources. Amex does not own or control the sources of information from which information presented on the Collectible Interface may be obtained and provides no guaranty as to the accuracy of the information displayed on the Collectibles Interface collected from any source that it does not control. The presentation of information on the Collectibles Platform (including, without limitation, any information regarding Digital Wallets, Amex Collectibles, or any other digital assets) does not constitute a representation by Amex (i) that such information is complete current, or accurate; or (ii) that any Digital Wallet, Amex Collectible, or other digital asset is in fact owned by you or any other person.

## 6. **Claims**

Any current or future claims, disputes or controversy relating to your use of the Collectibles Interface or the Services, shall be governed by the Claims Resolution section of the Cardmember Agreement of the Card used to enroll in the Collectibles Interface, which includes an arbitration provision.

## 7. **Modification and Termination**

**a. Amendment and Modification.** Amex reserves the sole right to revise these Terms, the Collectibles Interface, and the Services at any time. If required by applicable law, Amex will provide you with advance notice of the change in the manner required. Changes in terms will take effect immediately upon notice to you unless the notice specifies another effective date. Unless applicable law requires Amex to provide you with notice of a change in these Terms in a particular manner, Amex may provide you with notice of any changes to these Terms by updating the Terms on its website and/or the Amex App, by sending a notice to the email address that Amex has on file for you, or by any other reasonable method Amex chooses. 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 website, when Amex sends a physical notice to you, or when Amex sends notice to the email address it has on file for you (regardless of whether such email message is actually delivered to you). You further agree that continued use of the Collectibles Interface and the Services after the effective date of a change in these Terms will constitute your acceptance of and agreement to be bound by such change.

**b. Product Discontinuance.** Amex may, in its sole discretion and without notice or liability to you or any third party, suspend, restrict, discontinue, terminate or prohibit your access and use of, the Collectibles Interface and the Services, or impose limits on the Collectibles Interface and/or Services. Subject to applicable law, Amex may impose limits specific to your use of the Collectibles Interface and/or the Services, even if it does not apply similar limits to other cardmembers.

**c. Unenrolling from the Collectible Interface.** You can unenroll from the Collectibles Interface and the Services at any time through the Collectibles Interface. You may also contact Amex for any questions that you have or any assistance that you may

need in unenrolling from the Collectibles Interface and the Services. Once you unenroll, you will not be able to use the Collectibles Interface or the Services.

d. **Survival Clause.** Any provision of these Terms which by their nature should survive termination of these Terms will so survive.

**8. 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 the Collectibles Interface and the Services and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter.