American Express® for AAA Prepaid Card Consent to Receive Legal Notices and Communications from American Express in Electronic Form ("Consent Statement")

Last Modified on April 26, 2012

The American Express for AAA Prepaid Card (the "Card") is a "paperless" product (the "Program"). This means American Express will attempt to provide you all account related notices and communications in electronic form, even those legally-required notices and communications which you may otherwise have the right to receive in paper form (except as otherwise provided below).

Accordingly, the Card is intended for use only by individuals who are willing and able to receive notices and communications from us exclusively through electronic means. If you do not agree to have us provide you with the legally-required notices and communications described herein in electronic and not paper form, then you may not purchase the Card or participate in the Program. Similarly, if after providing your consent hereunder, you withdraw such consent, we reserve the right to terminate your Card and your participation in the Program.

In order for you to authorize us to provide you with legally-required notices and communications regarding the Program in electronic form, which you may otherwise have the right to receive in paper form, you must agree to this Consent Statement, and you must satisfy the "System Requirements" and maintain a "Servicing Email Address" (as such terms are defined below) and comply with the other obligations set forth below. The words "we," "us" and "our" refer to American Express Travel Related Services Company, Inc., the issuer of the Card.

Covered Notices and Communications

We will attempt to provide you all notices and communications in electronic form, including even those notices and communications of which you may otherwise have the right to receive in paper form such as those listed below (all of which are hereafter referred to as "E-Communications"):

- Privacy notices under the Gramm-Leach-Bliley Act, as well as any other privacy notices or disclosures we provide;
- Disclosures, authorizations and consents required by laws relevant in whole or part to the program, such as the Electronic Funds Transfer Act (e.g., for preauthorized transfers), the Telephone Consumer Protection Act, the USA PATRIOT Act, and state and federal laws regarding prepaid cards;
- Notices of amendments to the American Express for AAA Prepaid Card Cardmember Agreement, and notices of suspension or termination of the Card;
- Notices of pre-authorized funds transfers;
- Notices of data security breaches; and
- Other notices, disclosures and communications regarding the Card and the Program that we are otherwise required by law to provide to you in paper form or "in writing."

As used in this Consent Statement, the word "provide" means provide, send or deliver and all variants of such words, and "Card" means the American Express for AAA Prepaid Card subject to this Consent Statement.

Your Servicing Email Address

In order to effectively receive E-Communications hereunder, you must provide and maintain with us with a valid and working email address for yourself. This email address is referred to as the "Servicing Email Address." You agree that we may use the email address you have provided us for use with the Card as the Servicing Email Address for that Card. You may provide us with a different email address to use as the Servicing Email Address for the Card by following the applicable procedures and entering that address on the "manage Your Card' page on our Website (currently, at american express.com/aaasne) (the "Website"), You agree that the email address we use as the Servicing Email Address will at all times be a valid and working address, and that you will provide us with a new email address to use as the Servicing Email Address if you cease using the email address previously designated as the Servicing Email Address or if you learn it no longer properly operates or if you can no longer access it. Additionally, you agree that if your Servicing Email Address does not appear to be valid or working, American Express may contact you via other means (including via mail to the physical address and/or phone to the telephone number(s) you have provided to us in connection with the Card) to request update of the Servicing Email Address. Further, we reserve the right to suspend or terminate your Card and your participation in the Program in the event that the Servicing Email Address ceases to be a valid or working email address and you recognize that you may not receive, timely or otherwise, important E-communications in such event.

If at any time the Servicing Email Address is an address shared with another person or entity, you agree that American Express may attribute to you receipt of any E-Communications sent to that email address even if another person receives them, does not provide you with notice about them or deletes them. You agree to instruct any person who shares or has access to the Servicing Email Address to promptly show you E-Communications sent to that email address.

Methods of Providing E-Communications

We may provide E-Communications by any combination of (1) email; (2) posting or making the E-Communication accessible on the Website; (3) through one or more links sent to you in one or more E-Communications; and/or (4) by requesting that you download a PDF file. ("PDF" refers to the Portable Document Format created by Adobe Systems Inc.®). You agree to review E-Communications promptly and to take required action(s) requested by us, if any, within the time periods provided in one or more E-Communications. Without limiting the foregoing, you agree that if we send you an email or other notice indicating that a legal notice or communication has been posted or made accessible through the Website, you will promptly review such legal notice(s) and communication(s).

American Express' Reservation of Right to Send Paper Communications

We reserve the right to provide legal notices and other communications in paper form from time to time when legally required to do so or when we in our discretion elect to do so. By way of example, we may provide legal notices or other communications in paper form if the Servicing Email Address does not accept E-Communications, if the electronic system relating to an American Express product or service is not able to deliver E-Communications, or if we believe it is necessary to provide paper communications regarding potential fraud in connection with your

Card(s). Note, however, we are not obligated to do so and we reserve the right to suspend or terminate your Card and your participation in the Program in the event that the Servicing Email Address ceases to be a valid or working email address.

Duration and Withdrawal of Consent

If you agree to this Consent Statement, your agreement and consent and the provisions of this Consent Statement will remain in effect with respect to the Card until (1) you withdraw your consent this Consent Statement by following the procedures americanexpress.com/aaasne website (as available) or by providing notice of your intent to withdraw your consent by speaking by telephone with an American Express customer service representative at 1-888-414-8623 (International Collect 1-801-981-1949) or we have terminated your participation in the Program; (2) you have satisfied all of your payment-related and other obligations with respect the Program which survive such withdrawal or termination; and (3) we have no further need to communicate with you with respect to the Program. Any withdrawal of your consent to this Consent Statement or our termination of your participation in the Program will not affect the legality, validity or enforceability of any E-Communication or other notice or communication provided (or as to which access is made available) prior to your withdrawal or our termination or to your obligation to make any required payment.

System Requirements

In order for you to access, receive and retain E-Communications, you must have a valid and working email address and a computing, mobile or other communications device as described below:

- A computing, mobile or other communications device with Internet access and a browser that supports 128-bit encryption, such as Microsoft® Internet Explorer or Apple® Safari.®
- Adobe® Acrobat® Reader® 4.0 or higher (or another program providing similar functionality) is required to open and/or save a portable document format (PDF). To confirm that you can access a document in a PDF format, please click here. If you cannot access the document, you need to obtain the necessary Adobe® software that can be downloaded at no cost at http://www.adobe.com/products/acrobat/readstep2.html. If you click on this link, another browser will open and you will be directed to Adobe®'s website. Your current online session will remain open in the current browser window until you log off or time out, whichever occurs first. If your session times out, you will need to log on to americanexpress.com/aaasne again.

If you ever have trouble accessing, receiving or retaining E-Communications, check the Systems Requirements above or call Customer Service at 1-888-414-8623 (International Collect 1-801-981-1949).

Printing and Saving a Copy of this Consent Statement

You may print or save a copy of this Consent Statement to your computing, mobile or other communications device (provided your device has such functionality) by clicking on "Print" or "Save" as desired.

Modification of Consent to Receive E-Communications

American Express reserves the right to revise the terms of this Consent Statement at any time in its sole discretion and you will be provided with notice of any changes to these terms by one or more E- Communications. American Express will also indicate that changes to these terms have been made by updating the date indicated after the "Last Modified" legend above. Any changes to these terms will only affect your and our respective rights and obligations from the effective date of the change(s) and until a subsequent change is made, if any. If you do not agree with the changed or current terms you must withdraw your consent to this Consent Statement in the manner set forth above. Withdrawing your consent means that we will have the right to disrupt, suspend, and/or terminate the Card and your participation in the Program, and any such termination can be made effective upon the occurrence of the events referenced in subsections (2) and (3) in the section entitled "Duration and Withdrawal of Consent" above. If Available Funds (as defined in the Cardmember Agreement) remain on the Card, you will be entitled to a refund as contemplated by the section of the Cardmember Agreement entitled "Closing or Suspending Your Card/Refund." Any withdrawal of your consent will not affect the legality, validity or enforceability of any notice or communication provided (or as to which access is made available) prior to your withdraw or to your obligation to make any required payment.

Your Consent

You confirm and consent to all of the following to us: (1) the computing, mobile or other communications device(s) you use to receive and access E-Communications meet(s) the requirements in the "Systems Requirement" section above; (2) you have the ability to access a PDF document using such a device; (3) you meet now, and during the time this Consent Statement is in effect, you will meet, the Servicing Email Address requirements set forth in the "Servicing Email Address" section above; (4) that we will send you notices and communications in electronic and not paper form with respect to the Card, except as we reserve the right to send you legal notices and other communications in paper form as set forth in this Consent Statement, and (5) you will hold us harmless and you will accept the risk associated with not reviewing or receiving (timely or otherwise) the E-Communications we provide whether you decided not to review said E-Communications or whether we were unable to deliver said E-Communications to you as a result of your failure to satisfy the software, hardware or other requirements set forth herein.