

**American Express® Serve
Serve® Prepaid Card Cardholder Agreement**

These terms and conditions (“Terms and Conditions” or “Cardholder Agreement”) govern your application for and use of the American Express Serve prepaid card (the “Card”). By applying for and using the Card, you agree to these Terms and Conditions.

If you apply for the Card and satisfy the necessary verification requirements, you will receive a personalized version of the Card (bearing your name) (the “Personalized Card”) via U.S. Mail, delivered to the address provided as part of the Card application process. In some cases, you may also receive a temporary version of the Card that does not bear your name (the “Temporary Card”) in advance of the Personalized Card. “Card” as used herein refers to both the Temporary Card (to the extent you have received a Temporary Card) and Personalized Card. Each Card must be activated before it can be used. Cards can be activated by contacting us as instructed on the Card and providing the required information.

By accepting this Agreement, you authorize us to contact you at the email address you provided as part of the Card application process. If approved for the Card, we will contact you via email and prompt you to complete the full online registration process for a Serve account (“Serve Account” or “Serve”).

UNTIL YOU ACTIVATE YOUR PERSONALIZED CARD, YOU MAY ONLY LOAD YOUR CARD VIA THE DIRECT DEPOSIT OF A FEDERAL TAX REFUND OR A STATE TAX REFUND (WHERE PERMITTED UNDER APPLICABLE LAW), UP TO A MAXIMUM OF \$10,000. ANY LOADS IN EXCESS OF THAT AMOUNT WILL BE REJECTED.

YOUR ABILITY TO WITHDRAW FUNDS VIA ATM USING THE CARD WILL BE LIMITED TO \$750 PER DAY AND \$2,000 PER MONTH.

UNTIL YOU ACTIVATE YOUR PERSONALIZED CARD AND COMPLETE THE ONLINE REGISTRATION PROCESS FOR A SERVE ACCOUNT, YOUR CARD PRIVILEGES WILL BE LIMITED AS DESCRIBED IN SECTION 6(A) BELOW AND YOU WILL NOT BE ABLE TO ADD ADDITIONAL FUNDS TO YOUR CARD (EXCEPT AS SET FORTH IN SECTION 17), USE SERVE’S BILL PAY FEATURE OR ACCESS OTHER SERVE ACCOUNT FEATURES OR BENEFITS.

IF YOU RECEIVE A TEMPORARY CARD, PLEASE NOTE THAT THE TEMPORARY CARD DOES NOT PROVIDE ACCESS TO AMERICAN EXPRESS PURCHASE PROTECTION, ROADSIDE ASSISTANCE, GLOBAL ASSIST® SERVICES OR ANY OTHER SERVE ACCOUNT BENEFITS.

As part of the Serve Account registration process, you will be asked to agree to the American Express Serve Consumer User Agreement (the “User Agreement”), which you may review at Serve.com (the “Website”). Upon acceptance, the User Agreement shall govern your use of the Card and Serve Account and shall supersede this Cardholder Agreement. Upon successful Serve Account registration, all amounts contained on your Card will appear in your Serve Account.

IMPORTANT INFORMATION ABOUT APPLYING FOR A NEW CARD

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 applies for a Card. What this means for you: when you apply for a Card, we will ask for 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. We may also ask to see your driver’s license or other identifying documents that will allow us to identify you. We appreciate your understanding and cooperation.

You must be at least eighteen (18) years of age (or nineteen (19) years of age if you reside in a state where the age of majority is nineteen (19)), reside in the U.S., provide a valid email address and not be a business in order to apply for the Card. The Card is intended for consumer use only. Registered users of American Express® Serve, [Bluebird® by American Express®](#) and Target Prepaid REDcard® by American Express® are not currently eligible to register for the Card.

If you have any questions about the Card or Serve, please call Serve Customer Service at 1-855-431-6035 (“Customer Service”) anytime, 24 hours a day, 7 days a week.

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1. CARDHOLDER AGREEMENT OVERVIEW. These Terms and Conditions govern your use of the Card, a prepaid card issued in connection with American Express® Serve. The term "Card" refers to such prepaid card, and not to the Serve Account. By acknowledging your acceptance of this Cardholder Agreement, signing the Card and/or using the Card, you agree to be bound by these Terms and Conditions in their entirety. In these Terms and Conditions, "you" and "your" means the Card applicant and/or holder of a Card ("Cardholder") as applicable. The terms "we," "our" and "us" refer to American Express Travel Related Services Company, Inc. The Card is not transferable. It may only be used by you, and at no time may you authorize anyone else to use the Card.

2. ABOUT YOUR CARD. Your Card is a prepaid payment device which must have funds loaded to it prior to use. The value of the funds available on your Card at any time is referred to as your "Available Balance" or "Available Funds." Subject to the amount of Available Funds on your Card, the Card may be used for payment of goods and services at retailers and other merchants that accept American Express cards. This includes mail order, online and brick and mortar establishments (each a "Merchant"). The Card should not be used for recurring billing charges (such as monthly utilities or subscriptions). You may use the Card to make final payments, but may not be able to use the Card to make reservations or deposits (e.g., car rental or hotel reservations). You may not use the 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 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 Card is not a payroll card and cannot be used to make payroll to anyone. The Card is not intended for gifting purposes. Except where required by law, the Card is not redeemable for cash (although ATM withdrawals are permitted as set forth in this Agreement). You are wholly responsible for the use of the Card in accordance with the terms of this Cardholder Agreement. You will not receive interest on funds loaded to the Card. The Card may not be made available in certain states. Please contact Customer Service or access the Website for a current listing of states in which the Card is not available.

3. FOR AVAILABLE BALANCE AND 24-HOUR CUSTOMER SERVICE. Call Customer Service at the number listed in Section 24 or on your Card. You may also check your Available Balance online at the Website.

4. STATEMENTS AND TRANSACTION HISTORY. You may obtain information about the amount of money you have remaining on your Card by calling Customer Service. This information, along with a 60-day history of Card transactions, is also available online at the Website. You also have the right to obtain a 60-day written history of Card transactions by calling Customer Service, or by writing us at the address listed in Section 24. Periodic statements will be made available to you electronically on a monthly basis at no charge. Electronic statements will be available for twenty-four (24) months from when we make the statement first available to you for viewing. You can also view transactions at any time online at no charge when you log into your Serve Account. If you have not registered for your Serve Account, or your Serve Account is closed, you will not be able to log in and view statements and must telephone Customer Service. If you would like to receive a paper copy of your electronic statement, you may write to us or call Customer Service. Subject to applicable law, we will retain transaction records for up to five (5) years from the date of the transaction.

5. SETTING UP YOUR CARD. The Card must be activated before it can be used. Cards can be activated by contacting us as instructed on the Card and providing the required information. You must sign the back of the Card where indicated. Write down your Card number, the 4-digit card security code on the front of the 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 Card is lost or stolen. Until you activate your Personalized Card and complete the online Serve Account registration process, your Card privileges will be limited. For example,

you will not be able to add additional funds to your Card (except as set forth in Section 17), use Serve's bill pay feature or access other Serve Account features or benefits.

6. USING YOUR CARD.

- a. Unless and until you activate your Personalized Card and complete the Serve Account registration process, you may only (i) fund your Card via the direct deposit of a Federal tax refund, a state tax refund (where permitted under applicable law), and via cash in accordance with Section 17 (each such funding transaction, an "Add Money" transaction) and (ii) make use of Available Funds on your Card via Merchant transactions (i.e., spend at Merchants) and ATM withdrawals at ATMs that permit American Express transactions (each such use of funds, a "Spend Money" transaction). You may use the Card to conduct Spend Money transactions subject to the limits we set for your Card, payment of any fees that may apply to your transaction, and the terms and conditions of this Cardholder Agreement. We reserve the right, subject to applicable law, to change the amount of your Add Money and Spend Money transaction limits, limit, block, or place a hold on certain types of Add Money transactions, Spend Money transactions, and other transfers or transactions and/or limit, suspend or block your transfers to particular persons, entities or recipients in our sole discretion.
- b. **PURCHASES AT MERCHANT ESTABLISHMENTS** - Present the 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 Card. Retain the receipt as a record of the transaction. You agree to use the Card only at Merchants that accept American Express cards and only for lawful purposes. You acknowledge that purchases made with prepaid cards such as the 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.
- c. **SPLIT TENDER TRANSACTIONS** - Depending on the Merchant's policy, you may be able to use your 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 Card: (1) Present the 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 Card is "swiped," tell the cashier to only authorize the Card for the Available Funds, (4) If the Card is declined, remind the cashier of the Available Funds and (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.
- d. **PURCHASES ONLINE** - You can also use the Card to make purchases over the Internet or by mail order at Merchants that accept American Express cards. 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 Card, please call Customer Service for assistance.
- e. **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 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 Card are sufficient to cover the cost of the bill plus any anticipated gratuity. If the 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 Card.
- f. **RETURNING MERCHANDISE** - If you wish to return any merchandise purchased with the Card, you will be subject to the Merchant's return policies. If the Merchant agrees to issue a credit to the Card, such amount may not be reflected in the Available Balance until the credit posts, which may take seven (7) days or longer.
- g. **FUNDS SHORTAGES** - Each time you use your Card, the amount of the transaction will be debited from the Card's Available Funds. You agree not to make a purchase or other transaction in excess of the Card's Available Funds. If you do make a purchase or other transaction that exceeds the Available Funds on the Card and, as a result, the balance on the 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 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 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 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 actual transaction posts, the authorized amount will not be available to you for other purposes. If the actual transaction does not post within eight (8) business days, we will release any funds in excess of the actual amount of the purchase on the eighth (8th) day. 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 13 of this Cardholder Agreement.

- h. **TRANSACTIONS MADE IN FOREIGN CURRENCIES** - Where permitted, if you use your Card to make a purchase at an establishment or ATM withdrawal in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars and you will also be charged a foreign currency conversion fee on the total U.S. dollar amount of your transaction as noted in Section 13. The exchange or currency conversion rate between the transaction currency and the billing currency will be either (i) a rate selected by us from the range of rates available in wholesale currency markets for the applicable central processing date or (ii) the government-mandated rate in effect for the applicable central processing date. The exchange or currency conversion rate on the transaction processing date may differ from the rate in effect at the time of the transaction or the date the transaction is posted. You agree to accept the converted amount in U.S. dollars. Please note that international Card usage is not available to Cardholders residing in Vermont.
7. **ATM ACCESS.** Subject to the amount of Available Funds on your Card, you may use your Card at ATMs that permit American Express transactions within and outside the United States, including at MoneyPass® Network ATMs. MoneyPass® Network ATMs are not available in all areas, including the U.S. Virgin Islands (go to www.moneypass.com for a MoneyPass® ATM Locator). Please note that international ATM access is not available to Cardholders who are Vermont residents. ATM withdrawals are subject to the limits set forth in Section 14. Please note that we impose fees in connection with ATM transactions as provided in Section 13. In addition, the owner or operator of the ATM may also impose surcharges and other fees for ATM transactions, including cash withdrawals, declined transactions and balance inquiries. Use of your Card at an ATM is also subject to all applicable fees, surcharges, and rules and customs of any clearinghouse, ATM network or other institution or association involved with the transactions. In order to use your Card at ATMs, you must establish a PIN, which can be done by calling Customer Service. Do not write or keep your PIN with your Card. If you believe your PIN has been compromised, or you otherwise need to request a change in your PIN, please immediately call Customer Service. To get cash, use the "withdrawal from checking" option at a participating ATM. Acceptance within ATM networks may change at any time.
8. **DIRECT DEPOSIT.** You may fund your Card via the direct deposit of a Federal tax refund and/or, where permitted under applicable law, a state tax refund by providing the Card account and routing numbers to the government payer via the applicable tax return form. Funds transferred via direct deposit generally will be available on the day we receive the transfer, and you may review your transaction history or call Customer Service to verify that each direct deposit has been received. We reserve the right to accept, reject or limit transfers via direct deposit in our sole discretion. To assist in the prevention of fraud in connection with tax refunds, we require that (i) the name and social security number associated with each refund payment must match the name and social security number associated with your Card, (ii) no more than two (2) tax refunds may be added to your Card via direct deposit per calendar year and (iii) in the case of joint tax returns, the first name and social security number associated with the refund payment must be the name and social security number of the Cardholder. To avoid disruption of your direct deposits, please ensure that the aggregate Add Money transaction and Total Card Balance limits are not exceeded. We do not charge fees to set up or maintain direct deposit.
9. **ERRONEOUS TRANSACTIONS OR QUESTIONS ABOUT TRANSACTIONS.** IF YOUR CARD IS LOST OR STOLEN, NOTIFY US AT ONCE VIA THE METHODS DESCRIBED IN SECTION 24. Contact us via the methods described in Section 24 at once if you think your statement or receipt/transaction confirmation is incorrect, if you need more information about a transaction listed on a statement or receipt, or if you think an error has occurred with your Card. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account (if the error could be viewed in your electronic history) or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at the telephone number listed in Section 24 or writing us at the address listed in Section 24. When notifying us, you must: (a) tell us your name and Card number; (b) describe the error or the transaction you are unsure about and explain why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you contact us by phone, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If, however, we need more time, 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 Card within ten (10) business days for the amount you think is in error so that you will have the use of the funds during the time it takes us to complete the investigation. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Card during the time it takes us to complete the investigation. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or questions. For new Cards, we may take up to ninety (90) days to investigate your complaint or question, and may take up to twenty (20) business days to credit your Card for the amount you think is in error. We will tell you the results of our investigation within three (3) business days after completion, and we will correct any error promptly. If we decide that no error occurred, we will send you a written explanation. You may request copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at Customer Service or visit the Website.
10. **NOTICE OF VARYING AMOUNTS.** If you have instructed us in advance to make recurring payments out of your Card to third parties and such recurring payments will vary in amount, we will send you prior notice of such payment at least ten (10) days prior to the date the payment is to be made. You may choose instead for us to provide such notice only when the amount of any payment differs from the previous payment by more than a certain amount, or when the amount would fall outside certain limits that you set. If you instead instruct a third party to initiate recurring transactions from or to your Card that will vary in amount, the third party might give you the right to require the third party to whom you are sending or from whom you are receiving such payments to provide you with ten (10) days prior notice of the date and amount of each payment. The third party might also allow you to choose instead to require notice from such third party only when the amount of any

payment would differ from the previous payment by more than a certain amount or when the amount of any payment would fall outside certain limits that you set.

- 11. STOP PAYMENT RIGHTS.** If you have told us in advance to make recurring payments from your Card, you can stop any of these payments by calling Customer Service or writing to us in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call Customer Service, we may also require you to deliver a written stop payment request to us within fourteen (14) days after you call. If you cancel a recurring payment to a third party, you may still be liable for the payment to that party and may be required to pay that party through alternative means. If you order us to stop a pre-authorized recurring payment three (3) business days or more before the scheduled transfer date, and we do not do so, we will be liable for your losses or damages.
- 12. LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transaction to or from your Card on time or in the correct amount in accordance with this Cardholder Agreement, we will be liable for your losses or damages, subject to certain exceptions. We will not be liable, for instance, if: (a) through no fault of ours, you do not have enough Available Funds on your Card to complete a transaction; (b) our computer systems or other electronic terminal where you are making a transaction does not operate properly and you knew about the failure when you started the transaction; (c) an ATM where you are making a cash withdrawal does not have enough cash; (d) an ATM or a Merchant refuses to honor a transaction using your Card; (e) your wireless service provider refuses the transaction; (f) access to your Card has been blocked after you reported your Card lost or stolen; (g) there is a hold on the funds on your Card or the funds on your Card are subject to any legal process or other encumbrance restricting their use; (h) we have reason to believe the requested transaction or withdrawal is unauthorized; (i) circumstances beyond our control (such as fire, flood, terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (j) the transaction would violate this Cardholder Agreement; or (k) there are other exceptions stated in this Cardholder Agreement with you.
- 13. FEES.** The fees set forth in the schedule below apply to the use of the 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 User Agreement, which can be reviewed at the Website. 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.

Card Fee Schedule ¹	
Card Price	\$0.00
Monthly Fee	\$1.00 ²
Add Money	\$0.00 via Direct Deposit
ATM Withdrawals	\$0.00 at MoneyPass® ATMs
	\$2.50 at non-MoneyPass® ATMs ³ (ATM operator fees may apply)
Card Replacement	\$0.00
Balance or Transaction History Inquiry	\$0.00
Customer Service Call	\$0.00
Purchase/Spend (in-store and online)	\$0.00
Sign-up for a Serve Account	\$0.00
Foreign Transactions	2.7% on each transaction after conversion to U.S. dollars

¹See the User Agreement or call Customer Service for Serve Account fees.

²No fee for residents of AR, NY, TX and VT, provided, however that the fee will apply for AR residents that subsequently establish a Serve Account. The monthly fee is waived for each month in which you receive a direct deposit.

³No fee in VT.

When you use your Card to make point of sale transactions at participating Merchant locations or through a Merchant’s online store, you will not be charged a fee by us for such transaction. If you use your Card to make a point of sale transaction at a participating Merchant location or through a Merchant’s online store, you must have Available Funds on your Card for the entire amount of the transaction and any applicable fee(s). The Merchant or other third parties may impose additional fees for point of sale transactions at participating Merchant locations or through a Merchant’s online store. For example, a Merchant may impose a \$1.00 fee for paying by a Card at the point of sale where permitted by applicable law.

The schedule above sets forth fees we impose on the respective transactions. Other parties (such as Merchants with respect to point of sale transactions, ATM operators or networks with respect to balance inquiries and access to funds on your Card, and other financial institutions with respect to transactions such as cash withdrawals at their branches) may impose separate fees on the same transactions and we make no accounting for those.

WHEN AND HOW THE MONTHLY FEE IS ASSESSED - Once approved for the Card, a Monthly Fee will be charged against the Card balance unless a waiver, exception, or other promotional program applies. We will assess a Monthly Fee for the life of the 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 in accordance with the User Agreement. All fee amounts will be withdrawn from your Available Funds and will be assessed as long as there is a remaining balance on your 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, see the User Agreement (available on the Website or by calling Customer Service).

- 14. LIMITS.** The following limits apply to Add Money and Spend Money transactions conducted through your Card. We may set additional transaction limits on your use of your Card, including in circumstances in which we have not verified all of the identity and other personal information you have provided. All limits remain subject to change in our discretion at any time for legal, risk management, security or other purposes, subject to applicable law.

Temporary Card Limits Schedule	
Total Card Balance	\$10,000
Add Money: Overall Limit of \$10,000 Lifetime	
Direct Deposit*	\$10,000 per day, subject to overall limit
Spend and Withdraw Money: Overall Limit of \$10,000 Lifetime	
Spend Money (in-store and online)	\$10,000 per month, subject to overall limit
ATM Withdrawals	\$750 per day and \$2,000 per month, subject to overall limit

**Limited to direct deposit of a Federal tax refund and/or, where permitted under applicable law, a state tax refund. You may also add funds to your Temporary Card using cash in certain limited instances after you establish a Serve Account by completing the online registration process. See Section 17 for details.*

Permanent Card Limits Schedule**	
Total Card Balance	\$100,000
Add Money: Overall Limit of \$100,000 per year	
Direct Deposit	\$100,000 per year
Spend and Withdraw Money: Overall Limit of \$100,000 per year***	
Spend Money (in-store and online)	\$15,000 per month, subject to overall limit
ATM Withdrawals	\$750 per day and \$2,000 per month, subject to overall limit

***Prior to activation of your Personalized Card, the limits in the Temporary Card Limits Schedule above will apply to your use of the Card. Following Serve Account activation, Permanent Card limits will be governed by the User Agreement.*

****Each Spend Money and ATM Withdrawal transaction is counted towards the overall limit.*

15. MANAGING YOUR CARD.

- a. **REPLACING YOUR CARD AFTER ITS "VALID THRU" DATE** - Please note that the front of the Card has a "Valid Thru" date. This "Valid Thru" date is the date through which your Card may be used, and is required to process purchases at Merchants that request a plastic expiration date. You may not use the Card after the "Valid Thru" date on the front of the Card. However, even if the "Valid Thru" date has passed on your Card, please remember that the Available Funds on your Card remain unchanged and intact, as they do not expire. In order to keep making purchases with your Available Balance after the Card's "Valid Thru" date has passed, please call Customer Service for a free replacement Card.
 - b. **LOST OR STOLEN CARDS** - If your Card or Card number is lost or stolen, or if you believe the security of your Card has been compromised, contact Customer Service immediately. You will be required to provide your name, address, 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 Card is lost or stolen, we will issue you a replacement Card with a value equal to the Available Funds on your 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 CARD BEFORE YOU NOTIFIED US.**
 - c. **OUR RIGHT TO CLOSE OR SUSPEND YOUR CARD** - We reserve the right to suspend or terminate your Card (i) if you violate these Terms and Conditions, (ii) if there are potential fraud or security risks associated with your Card, as determined by us, or (iii) for any reason allowed by law. If we suspend or terminate your Card, you will not be able to use your Card for purchases or transactions, you will not be able to make withdrawals via ATM and you will not have access to any other services associated with the Card, such as Special Offers.
- 16. REGISTERING FOR A SERVE ACCOUNT.** If approved for the Card, you may register for a Serve Account by following the instructions contained in the email we will send you. If you do not receive this email or cannot locate it, please contact Customer Service. At sign-up, you will be requested to provide us with certain 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 Serve, 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 sign-up. Upon successful verification of identity and email address, your Serve Account will be established, and your Card will be linked to your Serve Account. The terms and conditions of the Serve Account and linked Card are set forth in the User Agreement, which can be reviewed at the Website.
- 17. USE OF CARD AFTER ESTABLISHMENT OF YOUR SERVE ACCOUNT.** If you establish a Serve Account by completing the online registration process, then (i) the balance on the account associated with your Card will be automatically transferred to your Serve Account, (ii) these Terms and Conditions will cease to govern transactions conducted by you using such Card, and such transactions will be governed by the User Agreement and (iii) until the date you activate your Personalized Serve Card, and provided you have verified your email address, your Temporary Card (if you have received one) can be used for limited purposes in connection with your Serve Account, including to withdraw cash at participating ATMs and to load funds to your Serve Account using cash (up to applicable limits), subject to and in accordance with the User Agreement. To access all of the features, benefits and services of Serve, please activate your Serve Account and Personalized Card promptly.
- 18. INFORMATION REGARDING FDIC PASS-THROUGH INSURANCE COVERAGE.** When you Add Money to your Card, funds will be placed by us into one or more custodial accounts we maintain for the benefit of Cardholders at one or more FDIC-insured banks (currently Wells Fargo Bank, N.A. and American Express Centurion Bank) not later than the business day after those funds are reflected in your Total Card Balance. These custodial accounts will be set up to provide pass-through FDIC insurance. Subject to the limitations set forth below, this means that if a bank holding our custodial account fails, you should be insured by the FDIC up to the per-depositor coverage limit then in place (currently \$250,000 in most instances). Note that the FDIC insurance maximum applies to the aggregate of all funds that you have on deposit with the bank in your individual capacity, including funds that you have in deposit accounts other than the account in which your funds are deposited. Your Card funds will not receive the benefit of FDIC insurance before they are placed in one of the custodial accounts referenced above. FDIC insurance coverage is contingent upon our maintaining accurate records and on determinations of the FDIC as receiver at the time of a receivership of a bank holding a custodial account referenced above. FDIC pass-through insurance protects funds placed on behalf of a Cardholder against the risk of loss (up to the then applicable FDIC deposit insurance limits) should any FDIC-insured bank(s) where we maintain custodial account(s) for the benefit of the Cardholder fail. FDIC pass-through insurance does not protect you against the risk of our insolvency. In the unlikely event of our insolvency, funds we place in a custodial account for your benefit should be protected from claims by our creditors; however, it is possible that funds that we hold before placement in a custodial account will not be protected from claims by our creditors. Even if funds on your Card (whether held by us or held in a custodial account) are protected from claims by our creditors in the unlikely event of our insolvency, it is possible that you will not have access to those funds while court or other legal proceedings are ongoing. FDIC pass-through insurance also does not protect you against the risk that an Add Money transaction might fail or be reversed (for example, because an Add Money source does not honor (or reverses) an Add Money transaction).

19. UNAUTHORIZED TRANSACTIONS. Tell us AT ONCE if you believe someone has transferred or may transfer funds from your Card without your permission or if you believe your Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card (an "Unauthorized Transaction"). Telephoning Customer Service (see Section 24 for Customer Service contact information) is the best way of keeping your possible losses down. You may be liable for unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you tell us within two (2) business days after you learn of the loss or theft of your Card, you can lose no more than fifty dollars (\$50) if someone used your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us within such time period, you could lose as much as five hundred dollars (\$500). If you are a California resident you will not be liable for the \$500 amount described above for unauthorized use of your Card in any event. If you are a New York resident, your liability for unauthorized use of your Card will not exceed \$50. Also, if your statement lists transactions you did not make, tell us at once. If you do not tell us within sixty (60) days after the earlier of the date you electronically access your account (if the error could be viewed in your electronic history) or the date we sent the FIRST written history on which the error appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us within such period. If you cannot notify us within the time periods set forth above due to a good reason (such as a long trip or a hospital stay), we will extend the time specified above for a reasonable period.

20. OTHER IMPORTANT NOTICES.

- a. **NO WARRANTIES** - We are not responsible or liable to you (i) for any interruption in your use of the Card, (ii) for the quality, safety, legality or any other aspect of any goods or services purchased from any Merchant with the Card, (iii) if any Merchant refuses to honor the 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 Card, please call Customer Service to report the incident.
- b. **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 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 U.S. Mail or electronically to the street and/or email address you have provided for your Card or by posting such notice at the Website, subject to applicable law. 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 us, or when posted at the Website.
- c. **ASSIGNMENT AND WAIVER** - We may assign this Cardholder Agreement to a third party at any time without notice to you. However, if we assign this Cardholder Agreement, 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 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 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 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 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 this Cardholder Agreement, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under this Cardholder Agreement on one occasion, such waiver shall not operate as a waiver as to any other occasion.
- d. **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 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 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.
- e. **DISCLOSURE** - We will use Cardholder Information to process Card transactions, provide customer service, enhance usage at retailers who may require zip code authorization, process claims for lost or stolen 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 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.

- f. *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.
- g. *SPECIAL OFFERS AND MARKETING* - Special Offers may be available from time to time at participating Merchants. As a 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.

21. ARBITRATION PROVISION.

- a. *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.
- b. *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 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 Card (including, but not limited to, third parties who accept the Card, third parties who use, provide or participate in programs accessed with the 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 Card.
- c. *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 Cardholder 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, (2) AAA at 335 Madison Avenue, New York, NY 10017, 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 U.S.C. Sections 1-16, as it may be amended (the "FAA") provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Class Action Waiver and Other Restrictions provision set forth below.
- d. *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, without limitation, 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.
- e. *ARBITRATION PROCEDURES* - This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the 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.

- f. **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.
- g. **CONTINUATION** - This Arbitration Provision shall survive termination or expiration of the 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.

22. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION. We will disclose information to third parties about your Card and Card transactions: (i) where it is necessary for completing transactions; (ii) in order to verify the existence and condition of your Card for ourselves or for a third party, such as a credit bureau or Merchant; (iii) in order to verify your identity or any accounts you hold (including wireless service accounts); (iv) in order to comply with government agency or court orders; (v) if you give us your written permission; or (vi) in accordance with our privacy notice and privacy statement, which can be found on the Website. We may disclose your first name, last name and email address to the individual that you are seeking to transact with or are transacting with via your Card. Additionally, we may share your address and contact information with a Merchant from whom you purchased goods/services using the Card to allow the Merchant to process your order and perform any related customer service function.

23. BUSINESS DAYS. For purposes of this Cardholder Agreement, business days are Monday through Friday, other than federal banking holidays.

24. CONTACT INFORMATION. You may contact us by calling American Express Serve Customer Service at 1-855-431-6035 or writing to us at American Express - Customer Relations, 4315 S. 2700 W., Salt Lake City, UT 84184-0440.

25. ADDITIONAL PLANS AND BENEFITS. If you have received a Temporary Card, please note that the Temporary Card does NOT provide you with access to American Express Roadside Assistance®, Purchase Protection* or Global Assist®. Upon activation of your Personalized Card, you will have access to the American Express Roadside Assistance® Program, Purchase Protection* and Global Assist®. Please note that, as a holder of the Personalized Card, you are a "Cardmember" for purposes of the Purchase Protection* Description of Coverage. A copy of the Purchase Protection* Description of Coverage, as well as the terms and conditions for American Express Roadside Assistance® and Global Assist®, will be mailed to you along with your Personalized Card. These materials can also be accessed at the Website.

*Purchase Protection is underwritten by AMEX Assurance Company, Administrative Office, Phoenix, AZ under Policy AX0951, Policy AX0952, Policy AX0956, or Policy PP-IND (the "Policy"). Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your Card and is subject to change with notice. This document does not supplement or replace the Policy. Shipping and handling costs for the purchase will not be refunded. Certain purchases are not covered, e.g. items lost by you, consumable and perishable items, motorized vehicles, and items damaged partially or entirely by natural disaster or normal wear and tear. Other important exclusions apply. You will only be reimbursed for the amount charged to your eligible Card; coverage is limited up to \$1,000 per occurrence; not to exceed \$50,000 per Card account per calendar year. You may be required to send the purchased item to us, in which case we will reimburse you for shipping cost. To be eligible for claim payment, your account must be in good standing. This product provides secondary coverage. This means it pays eligible benefits not paid by any primary insurance that you have. This Cardholder Agreement does not supplement or replace the Policy.

26. APPLICABLE LAW; CARD ISSUER. These Terms and Conditions and your 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 CARD IS ISSUED BY AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

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