IMPORTANT INFORMATION REGARDING RATES, FEES, AND OTHER COST INFORMATION

Terms Change Upon Account Upgrade

The following is a summary of the changes that will be made to your account if you accept this upgrade offer. Other rates and fees will remain the same.

Annual Membership Fee: When you upgrade, your new Card will have a promotional annual fee of \$0 for one year. In the first billing period on or after the end of the promotional year, you will be charged a prorated amount of the \$95 annual fee for your new Card based on the time remaining until your next account anniversary date. On each account anniversary date thereafter, you will be charged the annual fee for your new Card. If you cancel your Card account or switch to another Card during the one year promotional period, you may no longer remain eligible for this promotion.

Revised Terms			
Annual Membership Fee	\$450		

Get Additional Hilton Aspire Credit Cards for no annual fee.

You will receive a new Card Member Agreement and other account terms that provide additional details about the benefits and services associated with your new Card.

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BENEFIT TERMS

The following benefits and services are subject to change or cancellation.

\$250 Airline Fee Credit

Benefit is available to Hilton Honors Aspire Card Members only. To receive statement credits of

up to \$250 per calendar year toward incidental air travel fees, Card Member must select one qualifying airline at www.americanexpress.com/airlinecreditchoice. Only the Basic Card Member or Authorized Account Manager(s) on the Card Account can select the qualifying airline. Card Members who have not chosen one qualifying airline will be able to do so at any time. Card Members who have already selected one qualifying airline will be able to change their choice one time each year in January at www.americanexpress.com/airlinecreditchoice or by calling the number on the back of the Card. Card Members who do not change their airline selection will remain with their current airline. Statement Credits: Incidental air travel fees must be charged to the Card Member on the eligible Card Account for the benefit to apply. Purchases made by both the Basic and Additional Card Members on the eligible Card Account are eligible for statement credits. However, each Card Account is eligible for up to a total of \$250 per calendar year in statement credits across all Cards on the Card Account. Incidental air travel fees must be separate charges from airline ticket charges. Fees not charged by the Card Member's airline of choice (e.g. wireless internet and fees incurred with airline alliance partners) do not qualify for statement credits. Incidental air travel fees charged prior to selection of a qualifying airline are not eliqible for statement credits. Airline tickets, upgrades, mileage points purchases, mileage points transfer fees, gift cards, duty free purchases, and award tickets are not deemed to be incidental fees. The airline must submit the charge under the appropriate merchant code, industry code, or required service or product identifier for the charge to be recognized as an incidental air travel fee. Please allow 2-4 weeks after the qualifying incidental air travel fee is charged to your Card Account for statement credit(s) to be posted to the Card Account. We rely on airlines to submit the correct information on airline transactions, so please call the number on the back of the Card if statement credits have not posted after 4 weeks from the date of purchase. Card Members remain responsible for timely payment of all charges.

\$250 Airline Fee Credit

*American Express relies on accurate airline transaction data to identify incidental fee purchases. If you do not see a statement credit for a qualifying incidental purchase on your eligible Card after 4 weeks, simply call the number on the back of your Card. See terms & conditions for more details.

\$250 Hilton Resort Credit

During each year of your Card Membership ("reward year"), you are eligible to receive up to \$250 total in statement credits on your Card Account for eligible purchases made directly with participating Hilton Resorts with your Hilton Honors American Express Aspire Card during that reward year. Your first reward year begins on your account opening date. Each subsequent reward year begins on the anniversary of your account opening date.

Eligible Hilton Resort purchases must be made directly with the participating Hilton Resort and charged to your Hilton Honors American Express Aspire Card account for the benefit to apply. Advance Purchase Rates/Non-Refundable Rates are not eligible for the resort credit. Incidental charges (including charges made at restaurants, spas, and other establishments within the hotel property) must be charged to your room and paid for with your Hilton Honors American Express Aspire Card at checkout in order for them to be recognized as Hilton Resort purchases.

Visit hilton.com/resorts for the list of participating Hilton Resorts. Purchases made by both the Basic and Additional Card Members on the eligible Card Account are eligible for statement credits. However, each Card Account is eligible for up to a total of \$250 per renewal year in statement credits across all Cards on the Card Account. Please allow 8-12 weeks after the eligible Hilton purchase is charged to your Card Account for statement credit(s) to be posted to the Account. Please call the number on the back of your Card if statement credits have not posted after 12 weeks from the date of purchase. Card Members remain responsible for timely payment of all charges. Note that statement credit(s) received during the reward year may be reversed if the eligible purchase is returned/cancelled, or if you engage in abuse or misuse in connection with the benefit (for example, if you do not maintain an eligible Card Account for the duration of the reward year).

\$100 Property Credit

When you use your Hilton Honors American Express Aspire Card to book through HiltonHonorsAspireCard.com or by calling Hilton Honors at (855) 292-5757, for a two-night minimum stay at Waldorf Astoria® Hotels & Resorts, and Conrad® Hotels & Resorts, you will be eligible to receive a property credit of up to \$100 per booking. You must confirm you are booking a room package eligible for the \$100 property credit benefit at time of booking. Please reference ZZAAP1 when booking by phone.

Card Member will receive a hotel credit equal to \$1 for each dollar of qualifying charges made at the Hilton property under the Card Member's booking, up to \$100. The property credit will be applied as hotel credit on your bill at checkout (and not on your American Express billing statement). Qualifying charges do NOT include property fees, taxes, gratuities and the cost of the room. Additional exclusions based on specific hotel restrictions may also apply (including, without limitation, purchases within the hotel that are made with a third party merchant). Please see the applicable hotel front desk for details. Stays booked by either the Basic or an Additional Card Members on the eligible Card account are eligible for the \$100 property credit benefit. Each booking is only eligible to receive a property credit of up to \$100, regardless of the number of rooms booked. The property credit cannot be carried over to another stay, is not redeemable for cash, and expires at checkout if not used. The property credit is non-exchangeable and non-refundable and is applied in USD or equivalent in local currency based on exchange rate at time of checkout. May not be combined with other offers or programs unless indicated. Back-to-back stays within a 24-hour period at the same property are considered one stay.

Account Manager

Account Managers must be at least 18 years old and have a U.S. Mailing Address and Social Security Number.

American Express Experiences

Offer valid in select cities. During the specified sales period, tickets are available exclusively to all American Express® Card Members. Tickets must be purchased with an American Express Card. Standard service charges apply. Offer is subject to availability. Not all seats are available and blackout dates apply. All sales final. No refunds. No exchanges. Offer may be changed or revoked at any time at the sole discretion of American Express. Some events may not be accessible to Card Members with disabilities.

American Express Preferred Seating

The American Express Preferred Seating program is exclusively available to eligible Card Members.

Enter the 10-digit Customer Service phone number on the back of your eligible Card when prompted to purchase tickets online, on a mobile device, or over the phone.

*Preferred Seating is available to our U.S. Card Members with the following cards:

Platinum Card® or Centurion® Card from American Express, Business Platinum Card®, Business Centurion® Card from American Express, Corporate Platinum Card® or Corporate Centurion® Card from American Express, Delta SkyMiles® Platinum American Express Card, Delta SkyMiles® Reserve American Express Card, Delta SkyMiles® Reserve Business American Express Card, American Express® Gold Card, Classic Business Gold Card, Business Gold Card, Business Gold Rewards Card, American Express® Corporate Gold Card, the Executive Business Card, Hilton Honors American Express Surpass® Card, Hilton Honors Aspire Card, Marriott Bonvoy Brilliant™ American Express Card, or the Marriott Bonvoy™ American Express Card.

Tickets are subject to the rules, terms and conditions and fees set by the official ticket seller, event promoter and/or the venue, as applicable. Offer is fulfilled by official ticket seller, subject to availability and may be changed or revoked at any time. Not all seats available and blackout

dates may apply. All sales final. No refunds. No exchanges.

American Express Presale(s)

American Express® Card Members have exclusive access to tickets before the general public for the specified sales window. Simply pay with your American Express® Card. Tickets are subject to the rules, terms & conditions, and fees set by the ticket seller, promoter and/or the venue, as applicable. Offer is fulfilled by ticket seller, subject to availability and may be changed or revoked at any time. Not all seats available and blackout dates may apply. All sales final. No refunds. No exchanges.

American Express Seating

The American Express Seating program is available to all Card Members. Simply pay with your American Express® Card. Tickets are subject to the rules, terms & conditions, and fees set by the ticket seller, event promoter and/or the venue, as applicable. Offer is fulfilled by ticket seller, subject to availability and may be changed or revoked at any time. Not all seats available and blackout dates may apply. All sales final. No refunds. No exchanges.

American Express® App

The American Express® App and app features are available only for eligible Card accounts in the United States. American Express® prepaid Cards and Cards issued by non-American Express issuers are not eligible.

To log in, Card Members must have an American Express user ID and password or create one in the app.

American Express[®] App

iOS and Android only. See app store listings for operating system info

Amex Send & Split

Amex Send & Split™ ("Send & Split") is only available in the American Express® App ("Amex App") to Card Members with an eligible Card. Eligible Cards are US-issued Basic Consumer Cards that are issued by American Express National Bank and are not cancelled. Prepaid Cards, American Express Corporate Cards, American Express Small Business Cards, American Express-branded cards or account numbers issued by other financial institutions and American Express Cards issued outside of the United States are not eligible Cards. To use Send & Split, you must first have an email address on file, enroll in Send & Split in your American Express Online Account ("Online Account") and open an Amex Send™ stored balance account in the Amex App ("Send Account"). Send & Split allows you to: (i) send a person-toperson payment from your Send Account to Venmo and PayPal users ("Send") and (ii) split a Card purchase ("Split") and receive funds to your Card account as a statement credit or to your linked Venmo or PayPal account. You may use Send & Split with an Additional consumer Card that is issued in the US by American Express National Bank and is not cancelled if you also have an eligible Card in the same Online Account and that Online Account is enrolled in Send & Split. You must have or create an account with Venmo or PayPal and link your Online Account to your PayPal or Venmo account to use Send & Split. You must add money to your Send Account from your eligible Card(s) to Send to a Venmo or PayPal recipient. The money you add will be reflected in your Send Account balance. The charge on your Card for an Add Money transaction does not earn rewards and is subject to the Card's purchase APR. Once the Send from your Send Account is available in the recipient's Venmo or PayPal account, you do not have the ability to cancel the transaction. There is no fee to Send to US recipients. PayPal charges a fee to Send to non-US recipients. With Split, you can split pending or posted purchases that are made with your eligible Card in your Amex App. Once you select a purchase to Split, select the contacts you want to request to Split with. You can choose to get paid back as a statement credit to your Card account (a Split credit) or to your linked Venmo or PayPal account. Split credits to your Card account apply when we receive confirmation that the Split request was completed but may take 24-36 hours to post to your Card account. You are

still responsible to pay the full purchase amount charged to your Card, regardless of whether you are paid back via Split. You earn rewards for purchases that you split in the same way that you earn rewards for other purchases. Other eligibility and restrictions apply. For complete details visit americanexpress.com/sendandsplitterms to view Terms & Conditions. Send Account issued by American Express National Bank.

Card Member Performance(s)

Card Member Performances are available to all Card Members. Simply pay with your American Express® Card. Tickets are subject to the rules, terms & conditions, and fees set by the ticket seller, event promoter and/or the venue, as applicable. Offer is fulfilled by ticket seller, subject to availability and may be changed or revoked at any time. Not all seats available. All sales final. No refunds. No exchanges.

Concierge

There is no cost to you for services a concierge performs on your behalf, although you are responsible for any purchases, fees and/or shipping charges you authorize to be charged to your Card account. We reserve the right to note profile and preference data for servicing and marketing purposes. We are not responsible for notifying a restaurant of any food allergies when suggesting or making reservations at restaurants.

Destination Family

Valid for new bookings made through American Express Travel and eligible Travel Associate Platform agencies with participating travel providers: Abercrombie & Kent, Royal Caribbean International, Regent Seven Seas Cruises, and Travel Impressions. Benefit varies by provider. Payment must be made with an American Express Card. Program benefits may not be available to residents outside of the contiguous United States. Card Member must travel on itinerary booked. Limit one benefit package per booking. May not be combined with other offers unless indicated. Blackout dates apply and benefits are subject to change. Benefits listed are non-transferable, subject to availability, and cannot be redeemed for cash or credit. Available to all U.S. American Express Corporate, Consumer, OPEN and Prepaid Cards.

Dispute Resolution

Not all disputes are resolved in the Card Member's favor.

Drive Off With Savings & Hilton Honors Bonus Points

A qualifying rental must meet the following: The Primary Driver's Hilton Honors number must be provided at time of reservation. The name of the member associated with the Hilton Honors number provided must match the Primary Driver's name on the rental to qualify for mileage awards. Only one Hilton Honors member per car rental will be credited with points. Special contracted corporate or promotional rates such as employee, net tour, travel agent, group, wholesale or package rates, crew, insurance/dealer replacement or other or non-revenue rentals do not qualify for points. Multiple rentals that encompass different cars on the same or consecutive days from the same location shall be counted as a single qualifying rental even if the member checks the car in and back out during the same period.

Global Dining Collection

Reservations are based on a first-come, first-served basis. In the event of a reservation cancellation, the Card Member will be subject to the restaurant's cancellation policy, which will be communicated to the Card Member by Concierge at the time of booking. American Express is not responsible for informing the restaurant of your dietary restrictions or for the restaurant being able to accommodate the restrictions; we do ask that you provide this information directly to the restaurant.

There is no cost to you for booking services through Concierge or the American Express App, although you are responsible for any purchases, fees and/or shipping charges you authorize to

be charged to your Card account. We reserve the right to note profile and preference data for servicing and marketing purposes.

Global Dining Collection - Events and Experiences

Events and experiences are available on a first-come, first-served basis. Availability is limited.

Hilton Honors Annual Free Weekend Night Reward

During each year of your Card Membership, you will receive one Annual Free Weekend Night Reward from Hilton Honors. The Annual Free Weekend Night Reward will be issued in the form of a redeemable code and sent in an email from Hilton Honors to the email address listed on your Hilton Honors account. You will receive the reward email within 8-14 weeks after opening your Card Account and each year within 8-14 weeks after your Card Account anniversary date. This benefit is only available to the Basic Card Member on the Card Account. The Annual Free Weekend Night Reward can be redeemed for one weekend night standard accommodation, double occupancy, subject to availability at properties in the Hilton portfolio, excluding those listed at HiltonHonors.com/weekendreward. A weekend night is defined as Friday, Saturday or Sunday night. To redeem the Annual Free Weekend Night Reward, Card Members must call 1-800-446-6677 and mention the code provided by Hilton Honors. The Annual Free Weekend Night Reward expires within one year from the date of issuance and must be redeemed on or before the expiration date. An Annual Free Weekend Night Reward will be forfeited if not redeemed on or before the expiration date. Card members are only eligible to receive this benefit once per year of your Card membership. You are only eligible to receive the Annual Free Weekend Night Reward once per year of Card membership, and you are only able to receive this benefit with an upgrade to the Hilton Honors Aspire Card one time.

To ensure receipt of the reward e-mail notification, you should confirm the correct email address is listed on your Hilton Honors account profile. You can also check your Hilton Honors account for the status of any Annual Free Weekend Night Reward issued to you (including the expiration date) by calling 1-800-446-6677. The Annual Free Weekend Night Reward is not transferable and may not be redeemed for cash or Hilton Honors Points. An Annual Free Weekend Night Reward may be combined with other Hilton or Free Night promotions in market and may be added to an existing paid or Reward stay. A Free Weekend Night Reward includes all applicable resort fees and taxes on the cost of the room for the redeemed night. The Card Member is responsible for all incidental charges. Annual Free Weekend Night Reward redemptions may be cancelled pursuant to the Free Weekend Night Reward cancellation policy on the Hilton Honors Program website (hiltonhonors.com).

Hilton Honors Bonus Points on Eligible Purchases

Hilton Honors Bonus Points earned using your Hilton Honors American Express Aspire Card:

You will receive 3 Hilton Honors Bonus Points for each dollar of eligible purchases.

You will receive 11 additional Hilton Honors Bonus Points, for a total of 14, for each dollar of eligible purchases charged directly with a property within the Hilton portfolio, including bookings and incidental charges. To receive the 11 additional Hilton Honors Bonus Points for charges made at the time of booking, the booking must be made directly through a reservation channel operated by Hilton. You can receive the 11 additional Hilton Honors Bonus Points for incidental charges made on the Hilton hotel property (including charges made at restaurants, spas, and other establishments) if those charges can be and are charged to your room and paid for with your Hilton Honors American Express Aspire Card at checkout.

You will receive 4 additional Hilton Honors Bonus Points, for a total of 7, for each dollar of eligible purchases at the following categories of merchants: restaurants located in the U.S., airfare on a scheduled flight charged directly with passenger airlines or amextravel.com (charter flights and private jet flights are excluded); and purchases directly from select major car rental companies listed at americanexpress.com/rewards-info.

To get additional points for a restaurant purchase, the purchase must be at a restaurant located

in the United States. You will NOT get additional points for purchases made at a restaurant owned by a U.S. company but located outside the U.S. (e.g. Hard Rock Café in Paris). You also will NOT get additional points for restaurant purchases at nightclubs, convenience stores, grocery stores, or supermarkets. You may not get additional points for purchases at a restaurant located within another establishment (e.g. a restaurant inside a hotel, casino, or event venue). For example, purchases made at a restaurant located within a hotel may be recognized as a purchase at a hotel, not a restaurant.

Your Hilton Honors Points are subject to Hilton Honors Terms and Conditions; see HiltonHonors.com/Terms.

Eligible purchases are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include fees or interest charges, cash advances, purchases of travelers checks, purchases or reloading of prepaid cards, purchases of gift cards, person-to-person payments, or purchases of other cash equivalents. Hilton Honors Bonus Points you earn with your Card will be posted to your Hilton Honors account up to 12 weeks after the end of your billing period.

Merchants are assigned codes based on what they primarily sell. A purchase will not earn additional points if the merchant's code is not eligible. Purchases made through a third-party payment account or on an online marketplace (with multiple retailers) will not earn additional points. A purchase may not earn additional points if the merchant submits the purchase using a mobile or wireless card reader or if you use a mobile or digital wallet.

Please visit americanexpress.com/rewards-info for more information about rewards.

Hilton Honors Complimentary Diamond Status

You will receive complimentary Hilton Honors Diamond status with your Hilton Honors American Express Aspire Card. Complimentary Diamond status benefit is only available to the Basic Card Member. If your Hilton Honors American Express Aspire Card is cancelled for any reason, your complimentary Hilton Honors Diamond status provided with the Card will be cancelled. American Express reserves the right to change, modify or revoke complimentary Diamond status at any time. If your complimentary Diamond status is cancelled, you may be able to maintain your Diamond status by qualifying under the Hilton Honors Program terms. Diamond status benefits are subject to availability and vary by hotel. For more information on Diamond status benefits or how to maintain Diamond status each year with qualifying stays, nights or Hilton Honors Base Points through the Hilton Honors Program, and for complete Terms and Conditions, visit HiltonHonors.com/MemberBenefits.

Hilton Honors Free Weekend Night Reward

If, in any calendar year of Card Membership, your total eligible purchases on your Hilton Honors American Express Aspire account reach \$60,000, you will receive a Free Weekend Night Reward from Hilton Honors. The Free Weekend Night Reward will be issued in the form of a redeemable code and sent to you in an email from Hilton Honors to the email address listed on your Hilton Honors account. You will receive the reward email within 8-12 weeks after you have met the purchase requirement. This benefit is only available to the Basic Card Member; however, eligible purchases made by Additional Card Members will contribute to the purchase requirement. Eligible purchases to meet the purchase requirement are for goods and services minus returns and other credits. Eligible purchases do NOT include fees or interest charges, cash advances, purchases of travelers checks, purchases or reloading of prepaid cards, purchases of gift cards, person-to-person payments, or other cash equivalents. If you transfer to a different Hilton Honors American Express Card that has a Weekend Night Reward benefit, any eligible purchases you made on your old Card will count toward the new Card's Weekend Night Reward purchase requirement, after you make your first transaction on the new Card.

The Free Weekend Night Reward can be redeemed for one weekend night standard accommodation, double occupancy, subject to availability, at properties in the Hilton portfolio, excluding those listed at HiltonHonors.com/weekendreward. A weekend night is defined as Friday,

Saturday or Sunday night. To redeem the Weekend Night Reward, Card Members must call 1-800-446-6677 and mention the code provided by Hilton Honors. A Free Weekend Night Reward expires within one year from the date of issuance and must be redeemed on or before the expiration date. A Free Weekend Night Reward will be forfeited if not redeemed on or before the expiration date. To ensure receipt of the reward e-mail notification, you should confirm the correct email address is listed on your Hilton Honors account profile. You can also check your Hilton Honors account for the status of any Free Weekend Night Rewards issued to you (including the expiration date) by calling 1-800-446-6677.

This Reward is not transferable and may not be redeemed for cash or Hilton Honors Points. A Free Weekend Night Reward may be combined with other Hilton or Free Night promotions in market and may be added to existing paid or Reward stays. A Free Weekend Night Reward includes all applicable resort fees and taxes on the cost of the room for the redeemed night. The Card Member is responsible for all incidental charges. Free Weekend Night Reward redemptions may be cancelled pursuant to the Weekend Night Reward cancellation policy on the Hilton Honors Program website (hiltonhonors.com).

Hilton Honors Program & Copyright

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Instant Card Number

Instant Card Number eligibility is based on our ability to authenticate you. If you are eligible for Instant Card Number, you will receive an Instant Card Number that you can use virtually anywhere American Express is accepted and a physical Card will not be required. You may not have access to your full credit line to use anywhere the Card is accepted until after you confirm receipt of your physical Card. We will mail your card within 10 business days of account approval.

Lowest Hotel Rates Guarantee

Valid only for American Express Card Members. If you book a qualifying prepaid hotel rate on amextravel.com and then find the same room, in the same hotel, for the same dates, the same number of children and adults, at a lower price online, before taxes and fees, we'll refund you the difference. Your claim must be submitted prior to your stay, before the date of check-in. The "Lowest Hotel Rates Guarantee" policy applies only to online rates available to the general public and excludes (1) rates or discounts that are not available to the general public, including, but not limited to, corporate, group, charter, meeting/convention, AAA, government/military, and senior citizen rates/discounts; or (2) hotel rooms booked through or in combination with frequent stay, loyalty, points, coupon promotions, rooms won through contests or sweepstakes or transferred, or rooms booked on opaque websites that do not allow you to see the name of the hotel until your reservation is complete; or (3) promotional packages, deals, all-inclusive packages, or bundles that may include additional amenities such as parking, meals, or entertainment, or (4) rates booked through the Fine Hotels + Resorts® and The Hotel Collection programs. Details

No Foreign Transaction Fees

American Express will not charge any foreign transaction fee on the purchases you make outside of the United States with your Card. However, there may be circumstances where ATMs or merchants charge a fee on foreign transactions.

Pay It Plan It® Pay It®

Pay It[®] is only available in the American Express App[®] for your eligible Account. With the Pay It feature, you can make a payment equal to the amount of a billed purchase less than \$100. Payments made with Pay It are not applied to that billed purchase but to your outstanding balance in accordance with how we apply payments.

Your account is eligible for Pay It if you are a Basic Card Member or Additional Card Member of a Card account issued by a U.S. banking subsidiary of American Express that is not canceled, excluding Accounts that do not have either a Credit Limit or the Pay Over Time feature. Prepaid Cards and products, American Express Corporate Cards, American Express Small Business Cards and American Express-branded Cards or account numbers issued by other financial institutions are not eligible.

Plan It®

With Plan It®, you can create up to 10 active payment plans, each subject to a plan fee. The plan fee is a fixed finance charge that will be charged each month that the corresponding plan is active.

To create a plan, select qualifying purchases of \$100 or more and a plan duration. If you have a Card with a Credit Limit, you can also select a qualifying amount of \$100 or more and a plan duration. When creating a plan for purchases, you may select up to 10 qualifying purchases for each plan that you create in your American Express online Account. However, you may select only one qualifying purchase for each plan that you create in the American Express App. Plan duration options may vary depending on the total dollar amount of the qualifying purchases (or qualifying amount, if you have a Card with a Credit Limit) you move into a Plan. Qualifying purchases will be identified in your American Express online Account and American Express App. Qualifying purchases (or a qualifying amount, if you have a Card with a Credit Limit) do not include purchases of cash or cash equivalents, purchases subject to Foreign Transaction Fees, or any fee owed to us, including Annual Membership fees.

Your ability to create plans will be based on a variety of factors such as your creditworthiness, and your Credit Limit or Pay Over Time Limit, as applicable. The Pay Over Time Limit applies to the total of your Pay Over Time, Cash Advance, and Plan balances. You may not be able to create a plan if it would cause you to exceed your Pay Over Time Limit or cause your Plan balance to exceed 95% of your Account Total New Balance on your last billing statement. You will not be able to create plans if your Pay Over Time feature is suspended or your Account is canceled. You will also not be able to create plans if one or more of your American Express Accounts is enrolled in a payment program, has a payment that is returned unpaid, or is past due. The number and length of plan duration options offered to you, the number of active plans you can have at a time, and your ability to include multiple qualifying purchases in a single plan, will be at our discretion and will be based on a variety of factors such as your creditworthiness, the purchase amount(s), and your Account history. After a plan is paid in full, it will be removed from your Account in the next billing period.

Plan It is available on Card Accounts issued by a U.S. banking subsidiary of American Express, excluding Accounts that do not have either a Credit Limit or the Pay Over Time feature. Only the Basic Card Member on the Account can create a plan. Prepaid Cards and products, American Express Corporate Cards, American Express Small Business Cards and American Express-branded Cards or Account numbers issued by other financial institutions are not eligible.

Premium Global Assist® Hotline

While Premium Global Assist® Hotline coordination and assistance services are offered at no additional charge from American Express, Card Members may be responsible for the costs charged by third-party service providers. Premium Global Assist Hotline may provide emergency medical transportation assistance at no cost if approved and coordinated by Premium Global Assist Hotline. For full Terms and Conditions call 1-800-345-AMEX or see americanexpress.com/GAterms.

Priority Pass Select

Priority Pass Select membership provides access to airport lounges participating in the Priority Pass Select program. You must enroll your Hilton Honors American Express Aspire Card in the Priority Pass Select program to access the benefits. Once enrolled, you will receive your Priority Pass Select card directly from Priority Pass within 10 to 14 business days. There is no membership fee for Hilton Honors Aspire Card Members. All lounge visits are complimentary, with up to 2 guests free of charge. You will be charged the amount equal to the guest visit fee of the Priority Pass Standard program for any additional guest. Priority Pass Select membership automatically renews on the anniversary date of your enrollment in the Priority Pass Select program. Priority Pass membership may be cancelled by American Express if your Card is cancelled. Priority Pass Select lounge partners and locations are subject to change. To access a lounge, you must show your valid Priority Pass Select card and an airline ticket for travel on the same day for you and each of your guests. Additional Card Members are not eligible for this benefit. In some lounges, Priority Pass Select member must be 21 years of age to enter without a parent or guardian. Amenities may vary among airport lounge locations. Lounge fees and rules of participating lounges are subject to change. Priority Pass Select membership is subject to the Priority Pass Conditions of Use. For complete Priority Pass terms and conditions and a listing of participating lounges, please visit www.prioritypass.com/select.

Priority Pass Select - Unlimited Visits

These Terms and Conditions govern Hilton Honors American Express Aspire Card Members' participation in and use of the Priority Pass™ Select program. Priority Pass is an independent airport lounge access program. At any visit to a Priority Pass Select lounge that admits guests, you may bring in two guests for no charge. You will be charged the amount equal to the guest visit fee of the Priority Pass Standard program for any additional guests. Some lounges do not admit guests. By enrolling in Priority Pass Select, you agree that you will be responsible for any additional accompanying guest visits and that your Card will be automatically charged after you have signed for the additional guest visit and it has been reported to Priority Pass by the participating lounge. Additionally, you acknowledge and agree that American Express will verify your Card account number and provide updated Card account information to Priority Pass. Priority Pass will use this information to fulfill on the Priority Pass Select program and may use this information for marketing related to the program. Once enrolled, Hilton Honors American Express Aspire Card Members whose Card account is not cancelled may access participating Priority Pass Select lounges by presenting your Priority Pass Select card and airline boarding pass. In some lounges, Priority Pass Select member must be 21 years of age to enter without a parent or guardian. Priority Pass Select members must adhere to all house rules of participating lounges. Amenities may vary among airport lounge locations. Conference rooms, where available, may be reserved for a nominal fee. Priority Pass Select lounge partners and locations are subject to change. All Priority Pass Select members must adhere to the Priority Pass Conditions of Use, which will be sent to you with your membership package, and can be viewed at www.prioritypass.com/select. Upon receipt of your enrollment information, Priority Pass will send your Priority Pass Select card and membership package which you should receive within 10-14 business days. If you have not received the Priority Pass card after 14 days, please contact American Express using the number on the back of your Card. Please note, Additional Card Members are not eligible for membership.

Return Protection

Return Protection can refund you for eligible purchase(s) charged entirely on an eligible American Express® Card. Coverage is limited to 90 days from purchase, up to \$300 per item and up to a maximum of \$1,000 per Card Member account per calendar year based on the date of purchase. Shipping and handling costs for the purchase will not be refunded. Items are eligible if they are in the original purchase condition and if they cannot be returned to the merchant from which they were originally purchased. Certain purchases are not eligible for refund, e.g. motorized vehicles, perishable items, computer software, and jewelry. Other important exclusions apply. Purchases must be made in the 50 United States of America, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, American Samoa, Federated States of Micronesia, Marshall Islands, Palau, Guam and Northern Mariana Islands. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. Return Protection is subject to additional important terms, conditions and

ShopRunner

ShopRunner Benefit Terms and Conditions

Enrolling in the Benefit.

To get the free ShopRunner membership benefit compliments of American Express (the "benefit"), you must go to www.shoprunner.com/americanexpress and verify your eligibility for the benefit with an eligible Card account number and then complete the sign up for a ShopRunner membership account ("ShopRunner account"). For details on how the ShopRunner membership works, please see the ShopRunner Terms and Conditions at www.shoprunner.com/terms/sr/which govern the use of your ShopRunner membership benefit.

You may also be able to enroll in this benefit through access provided to ShopRunner at participating online stores or through an email provided by American Express if it has determined that you have an eligible Card.

An "eligible Card" means an American Express U.S. Consumer or Small Business Credit or Charge Card that is not cancelled and that is issued to you by a U.S. banking subsidiary of American Express. Prepaid Cards and products, American Express Corporate Cards and American Express-branded Cards or account numbers issued by other financial institutions are not eligible. ShopRunner will verify with American Express the eligibility of your Credit or Charge Card account number for the benefit.

Maintaining the Benefit.

To maintain this benefit on your ShopRunner account, you must maintain an eligible Card. The benefit may be cancelled on your ShopRunner account if you do not have an eligible Card. You can maintain only one benefit per eligible Card.

During your enrollment in the benefit, ShopRunner and American Express will verify your benefit eligibility.

Treatment of Existing ShopRunner Memberships.

If you enroll in the benefit and sign up with an existing ShopRunner account, ShopRunner will cancel the term of your existing ShopRunner account.

If you paid a fee for any unused portion of the cancelled term of membership, ShopRunner will provide you with a pro rata refund for that portion in accordance with ShopRunner's refund policy. The refund will be processed within 2-4 weeks after enrollment and will be issued to the payment method you used to pay the fee.

If a portion of the cancelled term of membership was promotional or free, the free period will be cancelled by ShopRunner and forfeited by you. If you currently have a free or promotional membership on your ShopRunner account, you should consider whether to enroll in the benefit at this time.

General Terms.

An eligible Card can be used to verify eligibility for only one benefit enrollment. American Express may receive and use your personal data from ShopRunner, which may include personally identifiable information and Credit Card information, to determine eligibility and further develop features and services related to the benefit. American Express may send you emails regarding your enrollment in this benefit. Any information American Express collects from you or from ShopRunner shall be governed by the American Express Online Privacy Statement (https://www.americanexpress.com/privacy). American Express may change, modify, cancel, revoke, or terminate this benefit at any time.

You can review these Terms and Conditions at any time by visiting https://www.shoprunner.com/terms/amex/.

Spending Limits

When you request that we apply a limit as described below on Charges incurred by an Additional Card Member on your Account, you agree to these terms. These terms supplement, and are incorporated by reference into, the terms of your Card Member Agreement.

At your request, we may agree to apply a limit to the total dollar amount of Purchases, during each billing period, that are charged to Card numbers associated with one or more specified Additional Card Members on your Account. At your request, we may agree to apply a limit to the total dollar amount of cash access transactions at ATMs, during each billing period, that are made using Card numbers associated with one or more specified Additional Card Members on

your Account. If we agree to apply a limit, it is not a guarantee that the Additional Card Member will be able to make Purchases or cash access transactions up to the applicable limit. In applying any limit we will not take into account any credits (such as for returned merchandise or for payments), even if a credit relates to a Purchase made by the Additional Card Member. Any request that we change a limit may not be effective until a subsequent billing period. Any Charges (as defined below) incurred by the Additional Card Member prior to the date during a billing period that we apply the limit will not be subject to the limit for that billing period.

Because of systems or administrative considerations, arrangements with merchants, or for other business reasons, we may, but are not required to, treat some Purchases and/or cash access transactions (collectively, Charges) as not being subject to any such limits. You agree to pay all Charges without regard to whether any Charges exceed a limit, and you agree that we are not liable to you or any other person when a limit is not applied to any Charges and/or when Charges are incurred and billed that exceed a limit. While we typically require merchants to obtain an authorization for purchases and submit final transaction documentation for payment in a timely manner, a limit may not apply or may be exceeded when a merchant does not obtain an authorization for any reason; when a merchant obtains an authorization for a partial amount of the final charge submitted to us for payment; or when such submissions are not submitted or processed at the same time that the authorization is obtained. Examples may include, but are not limited to: Charges made outside of the U.S., in duty-free stores, or on board airplanes or cruise vessels; international airline ticket Purchases; vehicle rentals; lodging stays extended beyond original reservation period; certain mail order Purchases; Purchases billed on a recurring basis; Purchases at gas stations; telecommunications charges, including charges incurred with calling cards; taxicab charges; security deposits; late, damage or other fees in connection with rentals; Purchases billed in installments; restaurant tips and other gratuities; and Charges that occur before the end of billing period, if the Charge is posted to your Account after the Closing Date of that billing period. Any limit will not be applied to Charges for foreign currency or for travelers cheques or gift cheques obtained other than by telephone from us.

The Spending Limit for the Additional Card Member(s) is optional. If no Spending Limit is set on the Additional Card, spending capacity on this Card will be subject to the Basic Card Member's account terms and conditions.

The American Express Auto Purchasing Program Disclosure

For a Configured Vehicle, the Guaranteed Savings represents the amount that a Certified Dealer guarantees that you will save off the MSRP on any in-stock vehicle that is the same make, model, and trim as your Configured Vehicle. The Guaranteed Savings for your Configured Vehicle is based on a vehicle without factory or dealer installed options and includes generally available manufacturer incentives. For an In-Stock Vehicle, the Guaranteed Savings represents the amount that the Certified Dealer guarantees that you will save off the MSRP of the vehicle with the specific VIN listed and includes savings on factory-installed options. If you change your vehicle or the optional features, it will change your savings. For full Terms and Conditions, see amexnetwork.truecar.com.

Trip Cancellation and Interruption Insurance

Coverage is provided by New Hampshire Insurance Company, an AIG Company, at no-additional-cost to the Card Member. Coverage is subject to certain terms, conditions and limitations, including limitations on the amount of coverage. This benefit provides secondary coverage. For more information about the coverage, please see the Guide to Benefits at americanexpress.com/TCITerms.

Trip Delay Insurance

Coverage is provided by New Hampshire Insurance Company, an AIG Company, at no-additional-cost to the Card Member. Coverage is subject to certain terms, conditions and limitations, including limitations on the amount of coverage. This benefit provides secondary coverage. For more information about the coverage, please see the Guide to Benefits at

Year-End Summary

The Online Year-End Summary, typically available in January, reflects charges posted to your account from January 1st through December 31st of the prior year.

AMEX ASSURANCE COMPANY DISCLOSURES

For important information on policy terms, go to american express.com/benefitsguide

Baggage Insurance Plan

Baggage Insurance Plan is underwritten by AMEX Assurance Company. Subject to additional terms, conditions and exclusions. For full Terms and Conditions, see americanexpress.com/BIPterms. If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6498.

Car Rental Loss and Damage Insurance

Car Rental Loss and Damage Insurance is underwritten by AMEX Assurance Company. Subject to additional terms, conditions and exclusions. For full Terms and Conditions, see americanexpress.com/CRLDIterms. If You have any questions about a specific vehicle, please call Us at 1-800-338-1670, if international, collect at 1-303-273-6497.

Extended Warranty

Extended Warranty is underwritten by AMEX Assurance Company. Subject to additional terms, conditions and exclusions. For full Terms and Conditions, see americanexpress.com/EWterms. If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6498.

Purchase Protection

Purchase Protection is underwritten by AMEX Assurance Company. Subject to additional terms, conditions and exclusions. For full Terms and Conditions, see americanexpress.com/PPterms. If You have any questions about a specific item, please call Us at 1-800-228-6855, if international, collect at 1-303-273-6498.