

CAUSE NO. 21-01-00553

AMERICAN EXPRESS NATIONAL	§	IN	THE	COUNTY	COURT
BANK,	§				
Plaintiff,	§				
	§				
vs.	§	AT	LAW	NUMBER	TWO (2) OF
	§				
KEVIN LAIRD and	§				
IGUANANET, LLC.,	§				
Defendant.	§	MONTGOMERY	COUNTY,	TEXAS	

MOTION FOR DEFAULT JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the Plaintiff, AMERICAN EXPRESS NATIONAL BANK, and files this its Motion for Default Judgment, and in support thereof, would show the Court as follows:

I.

Citation of Defendant, KEVIN LAIRD , was served by EZ Messenger on May 8, 2021. Defendant has failed to file an Answer within the time appropriated by law and has wholly defaulted. Therefore, Plaintiff moves for Default Judgment.

II.

Plaintiff 's claim is based upon the itemized and verified American Express account attached hereto. Said claim is therefore one for liquidated damages. Plaintiff's claim is evidenced by the Affidavit of Mario D. Morales-Arias, Assistant Custodian of Records of the Plaintiff attached hereto as Exhibit "1"; a true and correct copy of the Cardmember Agreement attached hereto as Exhibit "A" and true and correct copies of Defendant's last payment and charge off statement for the American Express account ending in *****71009 at issue in this cause attached hereto as Exhibit "B".

WHEREFORE, PREMISES CONSIDERED, Plaintiff moves that the Court enter a Default Judgment in this action against the Defendant, KEVIN LAIRD and IGUANANET, LLC., for the following:

- a. \$6,053.52 Principal balance;
- b. Costs of court; and
- c. All other relief which is just and proper.

Respectfully submitted,

The DeGrasse Law Firm, P.C.

BY: 

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ATTORNEYS FOR PLAINTIFF

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AFFIDAVIT OF PLAINTIFF

I, Mario D Morales-Arias, declare and state as follows:

1. I am an Assistant Custodian of Records for American Express National Bank successor by merger to American Express Bank, FSB, ("Plaintiff"), a national bank organized under the laws of the United States, ("American Express" hereinafter), with its headquarters located at 115 W. Towne Ridge Parkway Sandy, UT 84070.

2. In my capacity as Assistant Custodian of Records for American Express, I am familiar with the ongoing credit card business operations and practices of American Express, particularly with respect to its recordkeeping computer systems, credit card agreements and billing for various types of accounts issued by American Express. I have access to the business records relating to credit card accounts issued by American Express, including, in particular, the records of cardmember accounts and the applicable card agreements. I have personal knowledge of American Express' regular practices and procedures with respect to: (a) the transmittal of credit card account agreements, notices, billing statements, and other documents; and (b) quality assurance controls utilized to ensure that such transmittals are properly made. I also have access to and am generally familiar with the cardmember account records created and maintained by American Express. Except where based on my review of records and documents regularly maintained in the ordinary course of business, all of the matters set forth herein are within my personal knowledge, and are true and correct, if called as a witness, I could competently testify thereto.

3. The billing statements and other documents referred to herein were created at or near either the time of the transactions or the time the original statements were made and have been kept by American Express in the ordinary course of business. In my experience, the systems used by American Express to create and maintain data for and to produce billing statements and other documents are reliable and kept in a good state of repair, and American Express' procedures for inserting transaction and other data into the systems have built-in safeguards to ensure accuracy and identify errors. Duplicate statements can be obtained only by authorized American Express personnel or authorized agents pursuant to proper procedures, which must be followed in order to obtain the statements. The other records referred to herein were created and kept in the ordinary course of business by American Express and were created at or near the time of the occurrence of the matters set forth by those records and/or were created based upon information transmitted by a person with knowledge of the matters set forth in those records. It is the regular business practice of American Express to make and keep said records. The statements

1 contained in this affidavit are made based on my personal knowledge of the business records practices of American
2 Express.

3 4. All American Express credit card accounts are governed by a written agreement (the "Cardmember
4 Agreement") setting forth the terms and conditions of the account. When an American Express account is opened,
5 the Cardmember Agreement is provided to the cardmember. The Cardmember Agreement provides that use of the
6 card constitutes acceptance of the agreement.

7 5. All American Express Cardmember Agreements expressly provide that American Express may
8 change the terms of the Cardmember Agreement from time to time. American Express advises current cardholders
9 of changes through change-in-terms notices, which are either mailed to American Express cardmembers in separate
10 mailings or included with or printed on the cardmembers' monthly billing statements.

11 6. American Express maintains computerized records of the amounts due and owing to American
12 Express for any transactions that occur when an individual uses an American Express credit card. The computerized
13 records reflect all debits and credits in connection with the use of an American Express credit card. American
14 Express sends or otherwise makes available monthly billing statements to cardmembers who carry a balance or are
15 otherwise required to receive a monthly statement.

16 7. I have personally reviewed American Express' records concerning defendant **KEVIN LAIRD and**
17 **IGUANANET LLC** ("Defendant"). Those records reflect that Defendant opened an American Express credit card
18 account, the current account number ending in **009** (the "Account") in **November 2017**. Consistent with American
19 Express' standard business practices, American Express' records reflect that it mailed Defendant's credit card,
20 together with a copy of Defendant's Cardmember Agreement, to Defendant when American Express opened
21 Defendant's Account. Copies of each of these Cardmember Agreements were transmitted to Defendant as they were
22 periodically revised or updated. A true and correct copy of the Cardmember Agreement in effect at the time of
23 cancellation of the Account is annexed hereto as Exhibit A.

24 8. American Express' records further reflect that Defendant used the Account to pay for various goods
25 and services and/or obtain cash advances. Consistent with American Express' standard business practices, American
26 Express' records reflect that it transmitted monthly billing statements to Defendant. There is no record of Defendant
27 ever asserting a valid unresolved objection to the balance shown as due and owing on the monthly statements
28 provided to Defendant.

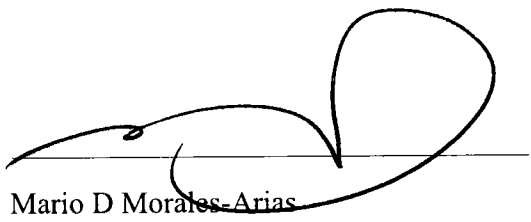
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9. Pursuant to American Express' records, under the terms of the Cardmember Agreement, Defendant defaulted in making the payments due on the Account. American Express' records reflect that American Express closed Defendant's Account. After giving Defendant credit for all payments made, if any, the amount justly due and owing as of 6/11/2021 is \$6,053.52, exclusive of court costs and attorneys' fees. True and correct monthly Account Statements for the defendant's Account for the period of 10/13/2019-11/12/2019 and 6/12/2020-7/13/2020 is/are annexed hereto as Exhibit B.

10. Defendant's Account has not been sold or assigned by American Express, the original creditor of the account.

11. Upon information and belief, the Defendant is not now, nor has been within 30 days hereof, in the military service of the United States as defined in the Servicemembers Civil Relief Act as amended nor an infant, incompetent, under mental defect or infirm.

Dated: JUN 16 2021

By: 
Mario D Morales-Arias

Title: Assistant Custodian of Records

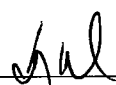
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Ventura

Subscribed and sworn to (or affirmed) before me on this 16th day of June, 2021

by Mario D Morales-Arias proved to me on the basis of satisfactory evidence to be the person who appeared before me.


(Signature of Notary)

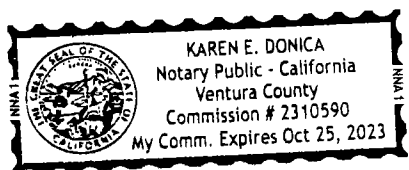


Exhibit "A"

Cardmember Agreement: Part 1 of 2

As of: 11/15/2017

Business Gold Rewards Card
Issuer: American Express Bank, FSB

Company Name:IGUANANET LLC
Cardmember Name: KEVIN LAIRD
Account Ending In: 71009

Fees Table

Fees	
Annual Membership Fee	\$0 for the first year, then \$175
Transaction Fees <ul style="list-style-type: none">• Foreign Transaction	None
Penalty Fees <ul style="list-style-type: none">• Late Payment• Returned Payment	\$38 or 2.99% of any past due Pay in Full amount, whichever is greater. \$38

How we calculate interest: We use the Average Daily Balance method (including new transactions). See the *How we calculate interest* section in Part 2.

How Rates and Fees Work

Rates for Pay Over Time balances		<i>See About Pay Over Time features in Part 2 of this Agreement</i>
When the penalty APR will apply	The Penalty APR applies to Pay Over Time balances if: <ul style="list-style-type: none"> • you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due 2 times in 12 billing periods, • you do not pay at least the Minimum Payment Due by the Closing Date of the billing period in which it is due and you still do not pay it by the Closing Date of the next billing period, or • your payment is returned by your bank. 	
How long the penalty APR will apply	The penalty APR will apply until after you have made timely payments with no returned payments for 12 billing periods in a row.	
Fees		
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. We will charge \$50 for the first Additional Gold Card and no annual membership fee for each Additional Gold Card thereafter. The maximum number of Additional Cards on an Account is 99.	
Late Payment	\$38 if you do not pay the Amount Due on a billing statement before the next Closing Date. For each following Closing Date that an amount past due remains unpaid, we may charge a fee of the greater of \$38 or 2.99% of any past due Pay In Full amounts. Your late fee will not exceed the Amount Due or any limit established by applicable law. Paying late may also result in a penalty APR. See <i>When the penalty APR will apply</i> above.	
Returned Payment	\$38 if your payment is returned unpaid the first time we present it to your bank. A returned payment may also result in a penalty APR for Pay Over Time balances. See <i>When the penalty APR will apply</i> above.	
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.	
Foreign Transaction	None	

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

How Your American Express Account Works

Introduction

About your Cardmember Agreement	This document together with Part 1 make up the Cardmember Agreement (<i>Agreement</i>) for the <i>Account</i> identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.	When you or an Additional Cardmember, as defined below, use the Account (or sign or keep a card), you agree to the terms of the Agreement.
Words we use in the Agreement	<i>We, us, and our</i> mean the issuer shown on page 1 of Part 1. Except as provided below, <i>Basic Cardmember</i> means the person who applied for this Account or to whom we address billing statements. <i>Company</i> means the business for which the Account is established. <i>You and your</i> mean the Basic Cardmember and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.	<i>Card</i> means any card or other device that we issue to access your Account. A <i>charge</i> is any amount added to your Account, such as purchases and fees. A <i>purchase</i> is a charge for goods or services. To <i>pay</i> by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see <i>About your payments</i> in Part 2).
Additional Cardmembers	At your request, we may issue cards to <i>Additional Cardmembers</i> . They do not have accounts with us but they can use your Account subject to the terms of this Agreement. You are responsible for all use of the Account by Additional Cardmembers and anyone they allow to use the Account. You must pay for all charges they make. You must share this agreement with all Additional Cardmembers. You must tell Additional Cardmembers that: <ul style="list-style-type: none"> • we may obtain, provide and use information about them. • their use of the Account is subject to this Agreement. 	You authorize us to give Additional Cardmembers information about the Account and to discuss it with them. If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us. We may refer to <i>Additional Card(s)</i> and <i>Additional Cardmember(s)</i> as <i>Employee Card(s)</i> and <i>Employee Cardmember(s)</i> . All terms and conditions that apply to Additional Cards also apply to Employee Cards.
Replacement Basic Cardmember	You must tell us if the Basic Cardmember is no longer an employee or officer of the Company or does not want to be the Basic Cardmember. In that case, you must either close the Account, or propose another person to replace the Basic Cardmember. If you propose another person to replace the Basic Cardmember, that person must agree to assume the	obligations and liabilities of the Basic Cardmember under this Agreement, as of the date that such person replaces the Basic Cardmember. That person is subject to our approval. You agree that the Basic Cardmember remains the Basic Cardmember until we approve a replacement or the Account is closed.
About using your card		
Using the card	You may use the card to make purchases. You may also use the card at an ATM to get cash from a checking account you designate. Each Cardmember acknowledges and agrees that cards are intended to be used for the Company's commercial or business purposes. We decide whether to approve a charge based on how you spend and pay on this Account and other accounts you have with us and our affiliates. We also consider your credit history and your personal resources that we know about. You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example:	<ul style="list-style-type: none"> • the merchant may charge your account at regular intervals; or • you may make charges using that stored card information. We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card. Keep your card safe and don't let anyone else use it. If your card is lost or stolen or your Account is being used without your permission, contact us right away. You may not use your Account for illegal activities.
Promise to pay	You promise to pay all charges, including: <ul style="list-style-type: none"> • charges you make, even if you do not present your card or sign for the transaction, • charges that other people make, whether or not you or an Additional Cardmember intend to let them use the Account, subject to applicable law, and • charges that Additional Cardmembers make or permit others to make. 	

Declined transactions	We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if your Account is not in default.	We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.
About Pay Over Time features	<p>You may be invited to enroll the Account in a feature that allows you to pay certain charges over time. We may refer to this feature as the <i>Pay Over Time</i> feature or the <i>Extended Payment Option</i>. All terms and conditions that apply to the Pay Over Time feature apply to the Extended Payment Option.</p> <p>If you enroll in the Pay Over Time feature, we will automatically place all eligible charges into a Pay Over Time balance. A charge is eligible if it equals or is more than a certain dollar amount. We will tell you this amount when you enroll, and it is subject to change. We will tell you if we change this amount. Certain charges are not eligible, such as cash and Express Cash, American Express® Travelers Cheques and cash equivalents, casinos and other gambling transactions, any fees owed to American Express except foreign transaction fees, and other transactions designated by us.</p> <p>We assign a Pay Over Time limit to your Account. We will not place any charge into a Pay Over Time balance if it causes the total of your Pay Over Time balances to go over your Pay Over Time limit. We may increase or decrease the Pay Over Time limit. We may do so even if you pay on time and your Account is not in default. We will tell you if we change your Pay Over Time limit. You must pay in full upon receipt of your billing statement all charges that are not placed into a Pay Over Time balance. We may change which charges are eligible to be placed into a Pay Over Time balance.</p>	
About your payments		
When you must pay	Payment of the New Balance is due upon receipt of your statement. If a statement includes a Pay Over Time balance, it will show a Minimum Payment Due. In this case, you must pay at least the Minimum Payment Due by the Payment Due Date. Each statement also states the time and manner by which you must make your payment for it to be credited as of the same day it is received.	Each statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the statement. Each Closing Date is about 30 days after the previous statement's Closing Date. Each statement also shows a Next Closing Date.
How to make payments	<p>Make payments to us in U.S. dollars with:</p> <ul style="list-style-type: none"> • a single check drawn on a U.S. bank, or • a single negotiable instrument clearable through the U.S. banking system, for example a money order, or • an electronic payment that can be cleared through the U.S. banking system. <p>When making a payment by mail:</p> <ul style="list-style-type: none"> • make a separate payment for each Account, • mail your payment to the address shown on the payment coupon on the billing statement, and • write the Account number on your check or negotiable instrument and include the payment coupon. <p>If your payment meets the above requirements, we will credit it to the Account as of the day we receive it, as long as we receive it by the time disclosed in</p>	<p>the billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.</p> <p>If your payment does not meet the above requirements, there may be a delay in crediting the Account. This may result in late fees and additional interest charges (see <i>How Rates and Fees Work</i> on page 2 of Part 1).</p> <p>If we decide to accept a payment made in a foreign currency, we will choose a rate to convert your payment into U.S. dollars, unless the law requires us to use a particular rate.</p> <p>If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.</p>
How we apply payments and credits	<p>If a statement includes a Pay Over Time balance, it will show a Minimum Payment Due. The Minimum Payment Due is the Pay In Full New Balance plus the Pay Over Time Minimum Due.</p> <p>If you have a Pay Over Time balance, we generally apply payments--up to the Minimum Payment Due--first to the Pay Over Time Minimum Due and then to the Pay In Full New Balance. When applying a payment to the Pay Over Time Minimum Due, we apply it first to the balance with the lowest interest rate and then to balances with higher interest rates.</p> <p>After the Minimum Payment Due has been paid, we apply payments to the remaining Pay Over Time balance. When we do this, we apply payments first to the balance with the highest interest rate and then to balances with lower interest rates.</p> <p>In most cases, we apply a credit to the same balance as the related charge. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose.</p>	

About your Minimum Payment Due

How we calculate Your Minimum Payment Due

The Minimum Payment Due is the Pay in Full New Balance plus any Pay Over Time Minimum Due. To calculate the Pay Over Time Minimum Due for each statement, we take the *higher* of (1) or (2) below, then we round that number to the nearest dollar and add any Pay Over Time amount past due:

- (1) \$35, or
(2) The amount calculated using the following steps;
- I. Subtract the interest charged on the statement from the Pay Over Time New Balance. This gives you a Modified Pay Over Time Balance.
 - II. Add the following together:
 - 1% of the portion of the Modified Pay Over Time Balance less than or equal to \$50,000) and
 - 5% of the portion of the Modified Pay Over Time Balance greater than \$50,000 and less than or equal to \$100,000 and
 - 10% of the portion of the Modified Pay Over Time Balance greater than \$100,000
 - III. Divide the sum from step II by the Modified Pay Over Time Balance and round to four decimals (ex 0.1234)
 - IV. Multiply the result from step III and the Modified Pay Over Time Balance.
 - V. Add the interest charged on the statement to the result from step IV.

Your Pay Over Time Minimum Payment Due will not exceed your Pay Over Time New Balance. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

EXAMPLE: Assume that you have a Pay Over Time New Balance of \$75,000, interest of \$749.59, no amounts past due and a \$1,000 Pay In Full New Balance.

(1) \$35, or

(2) Calculate the following:

- I. $\$75,000 - \$749.59 = \$74,250.41$
- II. Add the following together:
 - 1% multiplied by \$50,000 = \$500
 - 5% multiplied by $(\$74,250.41 - \$50,000) = \$1,212.52$ $\$500 + \$1,212.52 = \$1,712.52$
- III. $\$1,712.52$ divided by $\$74,250.41 = 0.02306411$
Round to four decimals = 0.0231
- IV. 0.0231 multiplied by $\$74,250.41 = \$1,715.18$
- V. $\$749.59 + \$1,715.18 = \$2,464.77$

The higher of (1) or (2) is \$2,464.77, which rounds to \$2,465.00. The Pay Over Time Minimum Payment Due of \$2,465.00 plus the Pay in Full New Balance of \$1,000 together make up the Minimum Payment Due of \$3,465.00.

About interest charges

When we charge interest

We charge interest on these transactions beginning on their transaction date until they are paid. However, we will not charge interest on these transactions during a billing period if:

- your Pay Over Time Previous Balance for the billing period is zero; or
- you paid the Account Total Previous Balance for each of the previous two billing periods in full by the closing date shown on their respective statements.

How we calculate interest

We calculate interest for a billing period by first calculating interest on each Pay Over Time balance. Pay Over Time balances may have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to calculate interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.

Interest

The interest charged for a balance in a billing period, except for variations caused by rounding, equals:

- Average Daily Balance (ADB) x
- Daily Periodic Rate (DPR) x
- number of days the DPR was in effect.

ADB

To get the ADB for a balance, we add up its *daily balances*. Then we divide the result by the number of days the DPR for that balance was in effect. If the daily balance is negative, we treat it as zero.

DPR

A DPR is 1/365th of an APR, rounded to one tenthousandth of a percentage point. Your DPRs are shown in *How Rates and Fees Work* on page 2 of Part 1.

EXAMPLE: Calculating Interest

Assume that you have a single interest rate of 15.99%, your ADB is \$2,250 and there are 30 days in the billing period.

The DPR is $15.99\% \div 365 \text{ days} = 0.0438\%$

The interest is $\$2,250 \times 0.0438\% \times 30 \text{ days} = \29.57

Daily Balance

For each day a DPR is in effect, we calculate the daily balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits; and
- making any appropriate adjustments.

We add a new charge to a daily balance as of its transaction date.

Beginning balance

For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance *plus an amount of interest equal to the previous day's daily balance multiplied by the DPR for that balance*. This method of calculating the beginning balance results in daily compounding of interest.

When an interest rate changes, the new DPR may come into effect during-not just at the beginning of the billing period. When this happens, we will create a new balance and apply the new DPR to it. To get the beginning balance on the first day for this new balance, we multiply the previous day's daily balance by the old DPR and add the result to that day's daily balance.

Other methods

To calculate the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.

Determining the Prime Rate	<p>We use the Prime Rate from the rates section of <i>The Wall Street Journal</i>. The Prime Rate for each billing period is the Prime Rate published in <i>The Wall Street Journal</i> 2 days before the Closing Date of the billing period.</p> <p><i>The Wall Street Journal</i> may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. If <i>The Wall Street Journal</i> is no longer published, we may use the Prime Rate from any other newspaper of general circulation in New York, New York. Or we may choose to use a similar published rate.</p> <p>If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.</p>
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Other important information

Changing the Agreement	<p>We may change the terms of, or add new terms to, this Agreement. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.</p>	<p>This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.</p>
Converting charges made in a foreign currency	<p>If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.</p>	
Changing your billing address	<p>You must notify us immediately if you change the:</p> <ul style="list-style-type: none"> • mailing address, email address, telephone numbers, or fax numbers that we use to send you billing statements, notices or other communications. • legal entity of the Company. • tax identification number. 	
Closing your Account	<p>You may instruct us to close the Account by calling us or writing to us. The Basic Cardmember agrees to inform the Company prior to instructing us to do so.</p> <p>The Basic Cardmember and the Company remain jointly and severally liable for all Charges made on the Account.</p> <p>If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing</p>	<p>Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.</p> <p>If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.</p>
Cancelling or suspending your Account	<p>We may:</p> <ul style="list-style-type: none"> • cancel your Account, • suspend the ability to make charges, • cancel or suspend any feature on your Account, and • notify merchants that your Account has been cancelled or suspended. <p>If we do any of these, you must still pay us for all charges under the terms of this Agreement.</p>	<p>We may do any of these things at our discretion, even if you pay on time and your Account is not in default.</p> <p>If your Account is cancelled, you must destroy your cards.</p> <p>We may agree to reinstate your Account after a cancellation. If we do this, we may:</p> <ul style="list-style-type: none"> • reinstate any additional cards issued on your Account, • charge you any applicable annual fees, and • charge you a fee for reinstating the Account.
About default	<p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> • you violate a provision of this Agreement, • you give us false information, • you file for bankruptcy, • you default under another agreement you have with us or an affiliate, • you become incapacitated or die, or • we believe you are unable or unwilling to pay your debts when due. 	<p>If we consider your Account in default, we may:</p> <ul style="list-style-type: none"> • suspend your ability to make charges, • cancel or suspend any feature on your Account, • cancel the Account and require you to pay the Account balance immediately. • require you to pay more than your Minimum Payment Due immediately.
Collection costs	<p>You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe or to protect ourselves from loss, harm or risk relating to default.</p>	

Credit reports	<p>You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes, subject to applicable law.</p> <p>You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.</p> <p>If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.</p>	
Sending you notices	<p>We send you notices through the U.S. mail (postage prepaid) or electronically using the information in our records. Any notice we send you is deemed given when deposited in the U.S. mail or when sent electronically. Additionally, we may send notices and information to Additional Cardmembers at their request.</p>	
We may contact you	<p>Servicing and collections If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors) to contact you at any number you provide, from which you call us, or at which we believe we can reach you. We may contact you in any way, such as calling or texting. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.</p> <p>Call monitoring We may monitor and record any calls between you and us.</p>	
About insurance products	<p>We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about.</p> <p>We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.</p>	
How we handle electronic debits from your checking account	<p>When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account.</p> <p>We may process the check electronically by transmitting to your financial institution:</p> <ul style="list-style-type: none"> • the amount, • the routing number, • the account number, and • the check serial number. 	<p>If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement.</p> <p>If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.</p>
ExpressPay	<p>Cards issued on the Account may be equipped with ExpressPay. ExpressPay enables you to make charges without having the card swiped or imprinted. You can call us to deactivate ExpressPay at any time. Also, we may deactivate ExpressPay at any time.</p>	
Privacy Act of 1974 notice	<p>Some federal agencies may accept the card under authority of statute. When you or Additional Cardmembers make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.</p>	
Changing the benefits	<p>We have the right to add, modify or delete any benefit, service, or feature of the Account at our discretion.</p>	
Assigning the Agreement	<p>We may sell, transfer or assign this Agreement and the Account. We may do so at any time without notifying you. You may not sell, assign or transfer the Account or any of your obligations under this Agreement.</p>	
Assigning claims	<p>If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You and any Additional Cardmembers agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardmembers must cooperate with us if we decide to do so.</p>	
We do not waive our rights	<p>We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.</p>	
Governing law	<p>Utah law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold the Account in Utah. We entered into this Agreement with you in Utah.</p>	
Notice to Oregon Residents	<p>Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.</p>	
Notice for residents of Washington State	<p>In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.</p>	

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, *you* and *us* includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 111 8th Ave., NY, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled

until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (**FAA**). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority 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 the general public, other cardmembers or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration*, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice.

If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement.

Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account).

If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



Billing Dispute Procedure

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express
PO Box 981535
El Paso TX 79998-1535

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question, nor report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we will not report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will let those organizations know when the matter has been settled between us.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw* or *withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

How Express Cash works

Express Cash enables you to withdraw cash from your bank account at participating automated teller machines (*ATMs*). If you enroll in Express Cash, we will issue or allow you to choose a Personal Identification Number (*PIN*). You must use this PIN along with your card when withdrawing cash from an ATM. Keep your PIN confidential.

Each time you withdraw cash using Express Cash, we will charge a fee of 3% of the amount of the transaction or \$5, whichever is more. The amount of the transaction is the total of the:

- amount of the withdrawal or funds transfer,
- amount of goods or services received, and
- any fee charged by the ATM operator or network used for the withdrawal.

The amount of the transaction and the fee that we charge will be withdrawn from your bank account.

For each withdrawal made in a foreign currency, we charge a fee of 2.7% of the converted U.S. dollar amount of the transaction. This fee will be withdrawn from your bank account. However, we do not charge this fee for ATM withdrawals made using cards issued on U.S. Consumer or OPEN Platinum Card or Centurion Card accounts. See *Converting charges made in a foreign currency* in Part 2 of the Cardmember Agreement.

If a transaction is not honored by your bank, we will charge the amount of the transaction and a fee of \$38 to your card account, or we may collect them directly from you.

Limits on amounts and frequency of withdrawals

We apply the following limits to the amount that can be withdrawn in a 30-day period. In addition, there is a limit of 7 withdrawals in a single day (regardless of the dollar amount of such withdrawals). The ATM operator may also impose limits.

Plum Card®	\$3,000 in a 30-day period
Green Card	\$3,000 in a 30-day period
Gold Card	\$8,500 in a 30-day period
Exec. Bus. Card	\$8,500 in a 30-day period
Platinum Card®	\$10,000 in a 30-day period
Centurion® Card	\$10,000 in a 30-day period

You can get a receipt from the ATM each time you withdraw money from your bank account using Express Cash.

Your monthly statement for your card account will show any Express Cash transactions in that billing period.

AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (*ACH*) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to stop AutoPay payments

The following terms do not apply to certain AutoPay programs and options where a business bank account is used for the transaction; and the specific terms and conditions of those programs and options will define any applicable notice and cancellation terms:

(1) If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made.

(2) We will tell you, at least 10 days before each payment, when it will be made and how much it will be.

(3) If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions

Tell us AT ONCE if you believe your card or PIN has been lost, stolen or used without your permission, or if you believe that a transaction has been made without your permission. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss, theft or unauthorized use of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Tell us if you believe that someone has used or may use your card or PIN to use the EFT service without your permission. Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the ATM where you are making the transfer does not have enough cash;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration

The *Arbitration* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, at 1-800-528-4800 for AutoPay questions, and at 1-800-CASH-NOW for Express Cash questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we

decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services

We, or any bank or financial institution that participates in the Express Cash service, may add to or remove any ATMs from the service. We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.

We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service. If you do, you must write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information

to third parties: If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

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	WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?
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	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • transaction history and account history • insurance claim history and credit history
	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Express chooses to share; and whether you can limit this sharing.

For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No (but please see the "To limit direct marketing" box below for information about additional privacy choices)
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No (although we may share aggregated or de-identified data)	We don't share personal information

	<ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 - our menu will prompt you through your choice(s) <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your personal information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your personal information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
	<p>We provide additional privacy choices to customers. Privacy elections you make for any one product or service may not automatically be applied to other products and services. To let us know if you do not want us to use your personal information to communicate with you about offers by mail, telephone, and/or e-mail:</p> <ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 (except for choices about e-mail communications)
	Call 1-800-528-4800 or go to www.americanexpress.com/contact .

Who is providing this Notice	American Express Travel Related Services Company, Inc. and other American Express Affiliates that provide financial products or services, including American Express Centurion Bank, American Express Bank, FSB, and AMEX Assurance Company.
How does American Express protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Express collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or pay your bills • give us your income information or give us your contact information • use your credit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing of personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the American Express name, including financial companies such as American Express Travel Related Services Company, Inc. and nonfinancial companies such as American Express Publishing. Affiliates may also include other companies related by common ownership or control, such as Serve Virtual Enterprises, Inc. and AMEX Assurance Company, a provider of American Express Card-related insurance services.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates with which we share personal information include service providers, including, for example, direct marketers, that perform services or functions on our behalf.</i>
Joint marketing	<p>A formal agreement between nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include financial companies.</i>

We may transfer personal information to other countries, for example, for customer service or to process transactions.

AMEX Assurance Company customers. You may have the right to access and correct recorded personal information. Personal information may be disclosed by us to detect fraud or misrepresentation, to verify insurance coverage, to an insurance regulatory authority, law enforcement or other governmental authority pursuant to law, or to a group policyholder for purposes of reporting claims experience or conducting an audit. Personal information related to insurance claim activity obtained from a report prepared by an insurance-support organization on our behalf may be retained by such organization and disclosed as required by law. State law may be more protective than federal law.

California: If your American Express account has a California billing address, we will not share your personal information except to the extent permitted under California law.

Vermont: If your American Express account has a Vermont billing address, we will automatically treat your account as if you have directed us not to share information about your creditworthiness with our Affiliates.

Exhibit “B”

**Business Gold Rewards**IGUANANET LLC
KEVIN LAIRD

Closing Date 11/12/19 Next Closing Date 12/13/19

Account Ending 3-71009

New Balance	\$5,026.10
Minimum Payment Due	\$667.18
Includes the past due amount of \$374.52	
Payment Due Date	12/07/19[‡]

‡ Late Payment Warning: If you do not pay the Minimum Payment Due by your Next Closing Date of 12/13/19, you may have to pay a late fee of the greater of \$39.00 or 2.99% of the past due Pay in Full amount, and your Pay Over Time APR may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your Pay Over Time balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	15 years	\$11,007

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is past due.

See page 5 for a Notice Of Change To The Membership Rewards Program Terms & Conditions.

Please refer to the **IMPORTANT NOTICES** section for any changes to your Account terms and any other communications on pages 5 - 9.

Continued on page 3

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/business

Pay by Phone
1-800-472-9297

Account Ending 3-71009

Enter 15 digit account # on all payments.
Make check payable to American Express.

KEVIN LAIRD
IGUANANET LLC
550 CLUB DRIVE
SUITE-420
MONTGOMERY TX 77316-3191

Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

\$ _____
Amount Enclosed

Membership Rewards[®] Points
Available and Pending as of 10/31/19
295,061

For more details about Rewards, please visit americanexpress.com/rewardsinfo

Account Summary

Pay In Full Portion

Previous Balance	\$638.81
Payments/Credits	-\$340.83
New Charges	+\$96.66
Fees	+\$39.00
New Balance	= \$433.64

Pay Over Time Portion

Previous Balance	\$4,639.29
Payments/Credits	-\$159.17
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$112.34
New Balance	= \$4,592.46
Minimum Due	\$233.54

Account Total

Previous Balance	\$5,278.10
Payments/Credits	-\$500.00
New Charges	+\$96.66
Fees	+\$39.00
Interest Charged	+\$112.34

New Balance \$5,026.10
Minimum Payment Due \$667.18

Days in Billing Period: 30

Customer Care

Pay by Computer
americanexpress.com/business

Customer Care **Pay by Phone**
1-800-492-3344 1-800-472-9297

See page 3 for additional information.

Payment Due Date	12/07/19
New Balance	\$5,026.10
Minimum Payment Due	\$667.18

000034992511616540 000502610000066718 09 H

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will represent to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

How to Avoid Paying Interest: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will not charge interest on charges added to a Pay Over Time balance if you pay the Account Total New Balance by the due date each month.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more

than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

American Express, PO Box 981535, El Paso TX 79998-1535

In your letter, give us the following information:

- *Account information:* Your name and account number.

- *Dollar amount:* The dollar amount of the suspected error.

- *Description of Problem:* Describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.

- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.

2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.

**Business Gold Rewards**

IGUANANET LLC

KEVIN LAIRD

Closing Date 11/12/19

Account Ending 3-71009



Customer Care & Billing Inquiries
International Collect
Large Print & Braille Statements
Lost or Stolen Card
Express Cash

1-800-678-0745

1-336-393-1111

1-800-678-0745

1-800-678-0745

1-800-CASH-NOW

Hearing Impaired

TTY: 1-800-221-9950

FAX: 1-623-707-4442

In NY: 1-800-522-1897



Website: americanexpress.com

**Customer Care
& Billing Inquiries**

P.O. BOX 981535
 EL PASO, TX
 79998-1535

Payments

P.O. BOX 650448
 DALLAS TX 75265-
 0448



Because your payment was received late, you may have forfeited Membership Rewards® points. Please visit our website at www.membershiprewards.com/terms or call **1-800-AXP-EARN** (297-3276) for more information or to reinstate points. There is a \$35.00 fee for each month of points you want to reinstate.

Payments and Credits**Summary**

	Pay In Full	Pay Over Time †	Total
Payments	-\$340.83	-\$159.17	-\$500.00
Credits	\$0.00	\$0.00	\$0.00
Total Payments and Credits	-\$340.83	-\$159.17	-\$500.00

Detail

*Indicates posting date

Payments	Amount
10/18/19* PAYMENT RECEIVED - THANK YOU	-\$500.00

New Charges**Summary**

	Pay In Full	Pay Over Time †	Total
Total New Charges	\$96.66	\$0.00	\$96.66

Detail**KEVIN LAIRD**

Card Ending 3-71009

	Amount
10/15/19 PLAYSTATION NETWORK VIDEO GAMING 800-345-7669 CA	\$27.05
10/19/19 DROPBOX*4LG2PC56KJTX 4159867057 SAN FRANCISCO CA	\$47.97
10/21/19 EXPERIAN* CREDIT REPORT 479-343-6237 CA	\$21.64

Fees

	Amount
11/12/19 Late Payment Fee	\$39.00
Total Fees for this Period	\$39.00

Interest Charged

		Amount
11/12/19	Interest Charge on Promotional Balances	\$112.34
Total Interest Charged for this Period		\$112.34

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest." Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2019 Fees and Interest Totals Year-to-Date

		Amount
Total Fees in 2019		\$117.00
Total Interest in 2019		\$900.59

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Pay Over Time option	29.99% (v)	\$4,555.63	\$112.34
Total			\$112.34

(v) Variable Rate



IMPORTANT NOTICES

Notice of Important Changes to the Membership Rewards® Program Terms

We are making a change to the Membership Rewards Program Terms & Conditions. We encourage you to read this notice, share it with Additional Card Members on your account, and file it for future reference. If you have any questions about this change, please call the number on the back of your Card. A summary of the changes appear below. The detailed changed can be found after the summary chart.

Summary of Changes Effective Immediately	
About the Program	<p>We are changing the terms that concern the annual enrollment fee for certain Corporate Card Members to participate in the program.</p> <p>Effective March 6, 2020, the Membership Rewards annual enrollment fee for American Express Corporate Gold Cards will be \$0. If an American Express Corporate Gold Card is enabled by your company to participate in the Membership Rewards® program it will be automatically enrolled in the program.</p> <p>Effective March 6, 2020, the Membership Rewards annual enrollment fee for American Express Corporate Green Cards will be reduced from \$90 to \$55. If an American Express Corporate Green Card has been enabled by your company to participate in the Membership Rewards® program, you may choose to enroll in the Program and the annual fee will be charged to your Card.</p> <p>Effective March 6, 2020, the Membership Rewards annual enrollment fee for Global Dollar Card - American Express® Corporate Executive Gold Card will be \$0. If a Global Dollar Card - American Express® Corporate Executive Gold Card is enabled by your company to participate in the Membership Rewards® program it will be automatically enrolled in the program.</p> <p>Effective March 6, 2020, the Membership Rewards annual enrollment fee for Global Dollar Card - American Express® Corporate Card will be reduced from \$75 to \$55. If a Global Dollar Card - American Express® Corporate Card has been enabled by your company to participate in the Membership Rewards® program, you may choose to enroll in the Program and the annual fee will be charged to your Card.</p>
Getting Points	<p>We are changing the terms that concern the number of points that a Corporate Card Member earns per dollar of eligible spend (referred to in this paragraph as the "earn rate"). If you are a Corporate Card Member, effective March 6, 2020, your company will have the choice to determine if you earn one Membership Reward® point per dollar or one Membership Reward point per two dollars of eligible spend on your enrolled Card. Initially, your company will be able to select the earn rate until March 31, 2020, which earn rate would be activated for you on May 1, 2020. Beginning in the fall of 2020, your company will be able to select the earn rate annually during the earn rate enrollment period in October and November of each year, which would be activated for you on January 1 of the following year. If your company does not make a selection during the annual enrollment period, then the earn rate will remain unchanged. If you are enrolled in the Membership Rewards Program you will be notified by American Express if your company decides to change the earn rate for its Corporate Card Program.</p>

IMPORTANT NOTICES continued

Getting Additional Points	We are changing how additional points are awarded on the American Express® Green Card to award additional points for purchases on travel including transit, and global restaurants.
Arbitration (Claims Resolution)	We are making changes to the claims resolution sections of your Membership Rewards Terms & Conditions.

ID 12861

See the following page(s) for the Detail of Changes to the Membership Rewards Program Terms & Conditions.



IMPORTANT NOTICES continued

Detail of Changes to the Membership Rewards Program Terms & Conditions

This notice amends the Membership Rewards Program Terms & Conditions (the "Terms & Conditions") as described below. We have the right to amend as described in the Terms & Conditions. Any terms in the Terms & Conditions conflicting with this change are replaced fully and completely. Terms not changed by this notice remain in full force and effect.

A. Effective Immediately, the *Who Can Use the Program & Annual Fees* subsection of the *About the Program* section of the Membership Rewards Terms & Conditions will be amended as follows:

The \$90 annual program fee for the American Express® Corporate Gold Card will be deleted and replaced with \$0 (Effective March 6, 2020).

The \$90 annual program fee for the American Express® Corporate Green Card will be deleted and replaced with \$55 (Effective March 6, 2020).

The \$75 annual program fee for the Global Dollar Card - American Express® Corporate Executive Gold Card will be deleted and replaced with \$0 (Effective March 6, 2020).

The \$75 annual program fee for the Global Dollar Card - American Express® Corporate Card will be deleted and replaced with \$55 (Effective March 6, 2020).

B. Effective Immediately the *Using Your Card* subsection of the *Getting Points* section of the Membership Rewards Terms & Conditions will be amended as follows:

The following sentence will be added to the first paragraph:

Effective March 6, 2020, Corporate Card Members enrolled in the Membership Rewards Program will earn either one point for every dollar, or one point for every two dollars charged on the Corporate Card, depending on the earn rate selected by the company for its employees enrolled in the Membership Rewards Program. The earn rate selected will apply to all eligible charges made on the Corporate Card.

C. Effective immediately, the *Getting Additional Points* subsection of the *Getting Points* section of the Membership Rewards Program Terms & Conditions will be amended with the addition of the following new section:

American Express® Green Card

Subject to these Terms and Conditions, for each dollar charged for an eligible purchase in each billing period on your American Express Green Card you will earn:

Two (2) additional points (for a total of three (3) points) for each dollar charged on eligible travel purchases including airfare, hotels, cruises, car rentals, campgrounds, trains, taxicabs, rideshare services, tours, ferries, tolls, parking, buses, subways, on third party travel websites, and on amextravel.com. You will not earn additional points for purchases of timeshare properties.

Two (2) additional points (for a total of three (3) points) for each dollar charged at restaurants worldwide. You may not earn 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. You will not earn additional points for purchases at bars, nightclubs, cafeterias, and convenience stores.

IMPORTANT NOTICES continued

D. **Effective immediately**, the *Claims Resolution* section under the *Arbitration* section of the Membership Rewards Program Terms & Conditions are amended as follows:

Mediation

The seventh sentence is deleted and replaced with:

All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation.

Arbitration

The sixth sentence in the Claims Resolution section is deleted and replaced with:

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court.

Limitations on Arbitration

The third, fourth, and fifth sentences in the Claims Resolution section are deleted.

Arbitration Procedures

The fifth sentence is deleted and replaced with:

You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

The eighth and ninth sentences are deleted and replaced with:

The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules.

Additional Arbitration Awards

The section is deleted and replaced with:

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.



IMPORTANT NOTICES continued

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay and at 1-800-CASH NOW for Express Cash questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

End of Important Notices.

**Business Gold Rewards**

IGUANANET LLC

KEVIN LAIRD

Closing Date 07/13/20 Next Closing Date 08/13/20

Account Ending 3-71009

Customer Care: 1-800-492-3344

TTY: 1-800-221-9950

Website: americanexpress.com

New Balance	\$6,053.52
Minimum Payment Due	\$2,092.18
Includes the past due amount of \$2,040.18	
Payment Due Date	08/07/20[‡]

Visit
www.membershiprewards.com

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your Pay Over Time balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	14 years	\$10,229

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is cancelled.

Please refer to the **IMPORTANT NOTICES** section on pages 5 - 6.

Account Summary

Pay In Full Portion	
Previous Balance	\$892.64
Payments/Credits	-\$39.00
New Charges	+\$0.00
Fees	+\$0.00
New Balance =	\$853.64
Pay Over Time Portion	
Previous Balance	\$5,200.11
Payments/Credits	-\$0.23
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance =	\$5,199.88
Minimum Due	\$1,238.54
Account Total	
Previous Balance	\$6,092.75
Payments/Credits	-\$39.23
New Charges	+\$0.00
Fees	+\$0.00
Interest Charged	+\$0.00
New Balance	\$6,053.52
Minimum Payment Due	\$2,092.18

Days in Billing Period: 31

↓ Please fold on the perforation below, detach and return with your payment ↓

**Payment Coupon**

Do not staple or use paper clips

**Pay by Computer**americanexpress.com/
business**Pay by Phone**

1-800-472-9297

Account Ending 3-71009Enter 15 digit account # on all payments.
Make check payable to American Express.

KEVIN LAIRD
IGUANANET LLC
13921 HIGHWAY 105 W
CONROE TX 77304-5703

Payment Due Date	08/07/20
New Balance	\$6,053.52
Minimum Payment Due	\$2,092.18

See reverse side for instructions
on how to update your address,
phone number, or email.

AMERICAN EXPRESS
P.O. BOX 650448
DALLAS TX 75265-0448

\$ _____
Amount Enclosed



000034992511616540 000605352000209218 09 H

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will represent to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

How to Avoid Paying Interest: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will not charge interest on charges added to a Pay Over Time balance if you pay the Account Total New Balance by the due date each month.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more

than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

American Express, PO Box 981535, El Paso TX 79998-1535

In your letter, give us the following information:

- *Account information:* Your name and account number.

- *Dollar amount:* The dollar amount of the suspected error.

- *Description of Problem:* Describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.

- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.

2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.

**Business Gold Rewards**

IGUANANET LLC

KEVIN LAIRD

Closing Date 07/13/20

Account Ending 3-71009



Customer Care & Billing Inquiries
International Collect
Large Print & Braille Statements
Lost or Stolen Card
Express Cash

1-800-678-0745
 1-336-393-1111
 1-800-678-0745
 1-800-678-0745
 1-800-CASH-NOW

Hearing Impaired
TTY: 1-800-221-9950
FAX: 1-623-707-4442
In NY: 1-800-522-1897



Website: americanexpress.com

Customer Care & Billing Inquiries
 P.O. BOX 981535
 EL PASO, TX
 79998-1535

Payments
 P.O. BOX 650448
 DALLAS TX 75265-0448

Payments and Credits**Summary**

	Pay In Full	Pay Over Time ♦	Total
Payments	\$0.00	\$0.00	\$0.00
Credits	-\$39.00	-\$0.23	-\$39.23
Total Payments and Credits	-\$39.00	-\$0.23	-\$39.23

Detail

*Indicates posting date

♦ - denotes Pay Over Time activity

For more information, visit
americanexpress.com/payovertimeinfo

Credits	Amount
07/08/20* Credit for AMEX Error PAY OVER TIME OPTION	-\$0.23 ♦
07/08/20* Credit Adjustment for Late Payment Fee	-\$39.00

Fees

	Amount
Total Fees for this Period	\$0.00

Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

About Trailing Interest

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

2020 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2020	\$156.00
Total Interest in 2020	\$489.17



IGUANANET LLC
KEVIN LAIRD

Closing Date 07/13/20

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IMPORTANT NOTICES

Claims Resolution Clause Update

The address for sending a claim notice to American Express has changed. Notice to American Express should be sent to **American Express ADR, c/o CT Corporation System, 28 Liberty Street, New York, New York 10005.**

Important Notices continued on next page.

IMPORTANT NOTICES continued

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay and at 1-800-CASH NOW for Express Cash questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

End of Important Notices.