

AMERICAN EXPRESS CREDITSECURE E-COMMUNICATIONS DISCLOSURE

Effective Date: February 6, 2013

Thank you for your interest in CreditSecure ("Plan"). To enroll online, you must agree to this disclosure so that you can see and receive information from us electronically instead of on paper. If you ever have trouble accessing or reading electronic information, check the "Systems Requirements" section or call us. If you do not consent to this E-Communications Disclosure, you may not enroll online.

Designated Email Address. You need to designate what email address you want us to use for e-communications to you. You agree to keep it current and accurate so that you do not miss receiving e-communications. We will assume you designate the email address you verify or enter during enrollment ("Designated Email Address"). You may designate a different email address by updating the email address within your American Express online account profile. You also agree that we may use as your Designated Email Address any other (a) email address we have in our records for you from time to time, if your Designated Email Address does not appear to be current or otherwise properly working; or (b) electronic address that you provide as a substitute for your email address and that we are willing to accept from time to time. If you ever believe you are missing an ecommunication (e.g., you think your email might have stopped working), call us to obtain a copy by another method.

Consent Coverage. When you consent to this E-Communications Disclosure you agree to view electronically information you might otherwise have a right to receive on paper. By checking the box to consent to this disclosure or by enrolling online, you waive any such right. The information we'll provide electronically instead of on paper includes (a) information we are otherwise required by law to provide on paper, and (b) information we determine (in our discretion) to provide electronically instead of on paper. Examples include (without limitation) the following:

- our privacy policies
- notices of amendments or changes to legal documents, including Plan documents
- our summary of Plan terms and conditions

You also agree that we may take electronically all actions regarding the Plan or your account. For example, if a law requires us to "deliver" something, we may send it to your Designated Email Address and/or post it to our website. We may also provide a notice of posting to your Designated Email Address. You agree to obtain the posted item promptly and to check for postings whenever you visit our website.

Your consent to receive e-communications does not mean we will only communicate with you electronically. We often send some or all of the Plan documents by postal mail and even when we cease doing that, there will be situations in which (in our sole discretion) we will provide paper. We might even call or otherwise contact you. Although we support your desire or willingness to receive e-communications, we reserve the right to use all lawful methods of communication we deem appropriate in the circumstances.

Duration and Termination of Consent. If you check the box to consent to this disclosure but do not actually enroll, that will terminate your consent (if you decide to enroll later,

you'll have to consent again). If you enroll, your consent will remain effective until all of the following have occurred: (a) you or we have ended the Plan(s); (b) you have satisfied all of your obligations under the Plan(s); and, (c) if you have supplied or verified an email address, we have no further need to communicate with you electronically regarding the Plan(s) or anything relating to it or your account. You may terminate your consent to receive e-communications by terminating the Plan in accordance with the Plan documents (and subject to all termination provisions of the Plan). If you terminate, your consent will still continue with respect to our pre-termination rights (including without limitation, rights created by your consent to this disclosure).

Copies. You may make a copy of this disclosure and the other disclosures, contracts and consents that you or we provide or make during the enrollment process. You agree to print or save copies while you are enrolling (sometimes we'll try to provide reminders such as a "print/save" icon or the like) -- except as required by law, we do not undertake to provide access to our e-records or copies of them. If we are required or determine to do so, we may charge a fee for copies and/or retrieval and delivery costs and services.

System Requirements (Software and Hardware). We want to let you know what software and hardware you will need to view information online and/or to receive subsequent electronic communications from us ("System Requirements"). You will need:

• access to a personal computing device with a 128 bit Javascript enabled browser (such as (e.g. Microsoft Internet Explorer® (5.0 or higher), Safari®, Firefox®, Google® Chrome®);

• internet access and a valid email account supported by software enabling you to receive an email as big as 250K in size;

• a printer, or access to a printer, that can connect to your device to enable you to print the online and emailed material for storage in your off-line files, or a hard drive or disk drive (or access to one) with at least 32 MB of available random access memory (RAM) to store electronic copies; and

• if you want to take advantage of any PDF copies we make available (there are other alternatives to obtaining copies), you will need Adobe software "Acrobat Reader" of at least version 4.0 or higher.

To demonstrate you can access documents in a PDF format, click here. If you are unable to view the Test PDF document you need to install the necessary Adobe® Reader® software. You can download Adobe® Reader® by <u>clicking here</u>. By consenting to this disclosure you confirm that you have successfully accessed the Test PDF document and meet the System Requirements and can view information online and will be able to receive and read emails and attachments that we send.

We reserve the right to change System Requirements without prior notice, although we'll give notice and a right to withdraw consent if and as required by applicable law. We also reserve the right to supply system requirements for new or different technologies that we might use from time to time – in that event, we will describe those requirements in connection with use by you or us of those systems.