

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE 6TH JUDICIAL CIRCUIT

AMERICAN EXPRESS CENTURION BANK,

Plaintiff,

v.

Case No. 14- 144468CK

Hon.

JUDGE DANIEL P OBRIEN

PAUL NICOLETTI AKA PAUL J NICOLETTI,
Individually,

Defendant(s).

_____/

KRISTA M. COTTER RANTA (P69821)
JOHN D. WHITTY (P66880)
Zwicker & Associates, P.C.
Attorneys for Plaintiff
320 EAST BIG BEAVER ROAD, SUITE 100
TROY, MI 48083
(248)743-0882

_____/

COMPLAINT

THERE IS NO OTHER CIVIL ACTION BETWEEN THESE PARTIES ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE AS ALLEGED IN THIS COMPLAINT PENDING IN THIS COURT, NOR HAS ANY SUCH ACTION BEEN PREVIOUSLY FILED AND DISMISSED OR TRANSFERRED AFTER HAVING BEEN ASSIGNED TO A JUDGE, MCR 2.113(C)(2)(a).

Plaintiff, AMERICAN EXPRESS CENTURION BANK (herein after referred to as "Plaintiff"), by and through its attorneys, Zwicker & Associates, P.C., for its Complaint against PAUL NICOLETTI AKA PAUL J NICOLETTI ("Defendant(s)"), states as follows:

PARTIES

1. Plaintiff is an industrial bank organized under the laws of the State of Utah, with a principal place of business in Salt Lake City, Utah.
2. One or more of the identified Defendants reside in TROY, MI.
3. The amount in controversy exceeds Twenty-Five Thousand (\$25,000.00) Dollars.

A. BREACH OF CONTRACT

4. Plaintiff incorporates by reference paragraphs one (1) through three (3) above as though fully set forth herein.
5. On or about 05/28/99, Defendant(s) entered into a credit relationship with Plaintiff and Plaintiff established an account for the Defendant(s). The account is identified as ending in 6008 ("Account").
6. This Account is governed by the terms contained in a credit account agreement ("Agreement").
7. Credit services were provided to Defendant(s), and Defendant(s)'s use, acceptance, or failure to reject said services constituted Defendant(s)'s acceptance of the obligations contained within the terms and conditions of the Agreement. (A record of the governing terms and conditions of the Agreement accompany and are incorporated by reference within the attached Plaintiff's Affidavit).
8. Defendant(s) subsequently defaulted on the terms and conditions of the Agreement enabling Plaintiff to enact the default provisions contained within the Agreement.
9. Defendant(s) owes Plaintiff \$41,106.83.
10. Plaintiff has performed all conditions precedent to bringing this action, or the same have been waived by the Defendant(s).

B. ACCOUNT STATED

11. Plaintiff incorporates by reference paragraphs one (1) through ten (10) above as though fully set forth herein.
12. The parties entered into a credit relationship whereby Plaintiff extended credit to Defendant(s) based upon the promise of Defendant(s) to pay for same.

13. Plaintiff promptly performed all obligations pursuant to the Agreement and rendered statements to Defendant(s) detailing the credit extended and amounts due and owing for the Account.
14. There is presently due and owing over and above all counterclaims, the sum of \$41,106.83.
15. Despite Plaintiff's demands for payment, Defendant(s) has/have refused to make payment on the balance due and owing for the Account.
16. Pursuant to MCLA §600.2145, an Affidavit of Account Stated indicating the amount owed by Defendant(s) is attached hereto.
17. Plaintiff's Affidavit contains a record of the account which is incorporated hereto by reference.

C. UNJUST ENRICHMENT

18. Plaintiff incorporates by reference paragraphs one (1) through three (3) above as though fully set forth herein.
19. At the request of Defendant(s), Plaintiff extended credit to Defendant(s).
20. Defendant(s) has/have received the use and benefit of the credit extended without payment of full consideration.
21. Justice requires Defendant(s) to pay for the use and benefit of the credit extended by Plaintiff.
22. The value of the credit extended to Defendant(s) which remains unpaid is \$41,106.83.
23. As a direct result of Defendant(s)'s actions and/or omissions, including the failure to pay Plaintiff for the value of the credit extended, Defendant(s) has/have been unjustly enriched at the expense of Plaintiff.

RELIEF REQUESTED

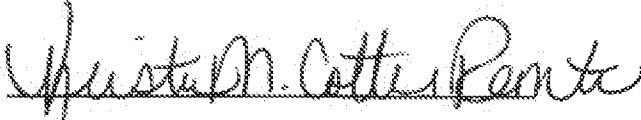
WHEREFORE, Plaintiff requests this Honorable Court to:

- A. Enter a judgment regarding Account ending in 6008 in favor of AMERICAN EXPRESS CENTURION BANK against PAUL NICOLETTI AKA PAUL J NICOLETTI, individually, in the sum of \$41,106.83, and costs to the extent permitted by applicable law;

B. Grant such other relief as is just and appropriate under the circumstances.

Respectfully submitted,

Zwicker & Associates, P.C.

By: 

KRISTA M. COTTER RANTA (P69821)

JOHN D. WHITTY (P66880)

ZWICKER & ASSOCIATES, P.C.

A Law Firm Engaged in Debt Collection

320 EAST BIG BEAVER ROAD, SUITE 100

TROY, MI 48083

(248)743-0882

Dated: 12-10-14

EXHIBIT "1"

**Cardmember Agreement: Part 1 of 2**

As of: 01/15/2011

Rewards Plus Gold Card
Issuer: American Express Centurion Bank

Cardmember Name: Paul J Nicoletti
Account Ending In: 5000

Rates and Fees Table

Interest Rates	
Annual Percentage Rate (APR)	15.24% This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	27.24% This APR will vary with the market based on the Prime Rate. This APR will apply to your account if you: 1) make one or more late payments; or 2) make a payment that is returned. How Long Will the Penalty APR Apply? If the Penalty APR is applied, it will apply for at least 6 months. We will review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will begin charging interest on charges as of the date they are added to a Pay Over Time balance, including Select & Pay Later. We will not charge interest on charges added to a Pay Over Time balance automatically if you pay the Account Total New Balance by the due date each month.
Fees	
Annual Membership Fee	\$150
Transaction Fees • Foreign Transaction	2.7% of each transaction after conversion to US dollars.
Penalty Fees • Late Payment • Returned Payment	Up to \$35 ; however, if you do not pay for two billing periods in a row, your fee will be \$35 or 2.99% of the past due amount, whichever is greater. Up to \$35

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

Your Billing Rights: See Part 2 for information on how to exercise your rights to dispute transactions.

How Rates and Fees Work

Rates for Pay Over Time balances

See About Pay Over Time features in Part 2 of this Agreement

Calculating APRs and DPRs

The Annual Percentage Rate (APR) for variable rates is determined by adding an amount (margin) to the Prime Rate (see *Determining the Prime Rate* in Part 2). The Daily Periodic Rate (DPR) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.

Rate Description	Prime + Margin	APR	DPR
Annual Percentage Rate	Prime + 11.99%	15.24%	0.0417%
Penalty APR	Prime + 23.99%	27.24%	0.0746%

Penalty APR for new transactions

The penalty APR applies to new transactions if:

- 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, or
- your payment is returned by your bank.

If the Penalty APR applies to a balance, it will apply to charges added to that balance 15 or more days after we send you notice.

We will review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.

Penalty APR for existing balances

If you do not pay at least the Minimum Payment Due within 60 days after its Payment Due Date, we can apply the penalty APR to those balances it does not already apply to. After you pay on time for 6 billing periods in a row, the penalty APR will no longer apply to those balances (but it may still apply to other balances as described above).

Fees

Annual Membership

This fee is on the *Rates and Fees Table* on page 1 of Part 1. We will not charge for the first 5 additional cards, we will charge \$35 for each additional card thereafter.

Late Payment

Up to \$35 or 2.99% of the amount past due. If you do not pay the Amount Due on a billing statement before the 10th day after the next Closing Date, the fee is \$25. If this happens again within the next 6 billing periods, the fee is \$35 instead. In both cases, if you do not pay the amount past due by the following Closing Date, we will charge, in that same billing period, the greater of \$35 or 2.99% of the amount past due. For each subsequent billing period that an amount past due remains unpaid, the fee is the greater of \$35 or 2.99% of any amount past due. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a Penalty APR. See *Penalty APR for new transactions* and *Penalty APR for existing balances* above.

Returned Payment

Up to \$35. If your payment is returned unpaid the first time we present it to your bank, the fee is \$25. If this happens again within the next 6 billing periods, the fee is \$35. However, the returned payment fee will not exceed the Minimum Payment Due on the last Payment Due Date before the payment is returned. A returned payment may also result in a Penalty APR. See *Penalty APR for new transactions* 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.

Statement Copy

\$5 for each statement you request, except for the 3 most recent billing periods.

Account Re-opening

\$25 if your Account is cancelled, you ask us to re-open it, and we do so.

Foreign Transaction

2.7% of the converted U.S. dollar amount. This fee is a finance charge. See *Converting charges made in a foreign currency* in Part 2.

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



Cardmember Agreement: Part 2 of 2

CD 27737

Introduction

About your Cardmember Agreement	This document together with Part 1 make up the Cardmember Agreement (Agreement) for the Account identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement. When you use the Account (or you sign or keep the card), you agree to the terms of the Agreement.
Changing the Agreement	We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. We cannot increase the interest rate on existing balances except in limited circumstances. Changes to some terms may require 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Cardmembership.
Words we use in the Agreement	<i>We, us, and our</i> mean the issuer shown on page 1 of Part 1. <i>You and your</i> mean the person who applied for this Account and for whom we opened the Account. <i>You and your</i> also mean anyone who agrees to pay for this Account. You are the <i>Basic Cardmember</i> . You may request a card for an <i>Additional Cardmember</i> (see <i>About Additional Cardmembers</i> in Part 2). <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, fees and interest charges. 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).

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. 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 to charge your Account at regular intervals. We may (but are not required to) tell these merchants about your Account status or changes to your card number or expiration date. You must notify the merchants directly if you want them to stop charging your Account. 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: • charges you make, even if you do not present your card or sign for the transaction, • charges that other people make if you let them use your Account, 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	We may add features to your Account that allow you to pay certain charges over time. These features include Select & Pay Later, Sign & Travel® and the Extended Payment Option. Select & Pay Later lets you pay a charge over time in two ways. You may ask a travel industry merchant at the time you make the charge, or ask us after the charge appears on your statement. If we approve your request, we will place the charge into a Pay Over Time balance. If we decline your request, you must pay the charge in full upon receipt of your billing statement. If you enroll in Sign & Travel, we will automatically place eligible travel-related charges into a Pay Over Time balance. Some examples are airline and cruise ship tickets, hotels, car rentals and charges made outside the U.S. If you enroll in the Extended Payment Option, 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 it. Certain charges are not eligible, such as cash and similar transactions. 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 \$35,000. We will tell you if we change that amount. You must pay in full all charges that are not placed into a Pay Over Time balance upon receipt of your billing statement. We may change which charges are eligible to be placed into a Pay Over Time balance.

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.

How to make payments

Make payments to us in U.S. dollars with:

- 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.

When making a payment by mail:

- make a separate payment for each account,
- mail your payment to the address shown on the payment coupon on your billing statement, and
- write your Account number on your check or negotiable instrument and include the payment coupon.

If your payment meets the above requirements, we will credit it to your Account as of the day we receive it, as long as we receive it by the time disclosed in

your billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.

If your payment does not meet the above requirements, there may be a delay in crediting your Account. This may result in late fees and additional interest charges (see *How Rates and Fees Work* on page 2 of Part 1).

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.

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.

How we apply payments and credits

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.

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.

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.

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.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

The Minimum Payment Due is the Pay in Full amount plus any Pay Over Time Minimum Due.

To calculate the Pay Over Time Minimum Due for each statement, we start with the *highest* of the following three amounts:

- (1) 2% of the Pay Over Time New Balance; or
- (2) interest charged on the statement plus 1% of the Pay Over Time New Balance (excluding interest on the statement), not to exceed 4% of the Pay Over Time New Balance; or
- (3) \$20.

Then we round to the nearest dollar. After that, we add any Pay Over Time amount past due.

However, your Pay Over Time Minimum Due will not exceed your Pay Over Time New Balance.

EXAMPLE: Pay Over Time Minimum Due

Assume that your Pay Over Time New Balance is \$3,000, interest is \$29.57 (see the example on the next page), and you have no Pay Over Time amounts past due.

- (1) $2\% \times \$3,000 = \60.00
- (2) $\$29.57 + 1\% \times (\$3,000 - \$29.57) = \59.27
- (3) \$20.00

The highest of the three amounts is \$60.00.

So the Pay Over Time Minimum Due is \$60.00.

Adjusting your Pay Over Time Minimum Due

If you regularly pay more than the Minimum Payment Due described above, we may adjust the Pay Over Time Minimum Due in future billing periods. This may let you make a smaller minimum payment from time to time. But if you then do not regularly pay more than the Minimum Payment Due described above, we will stop making the adjustment and return to the formula above. If we start or stop making the adjustment, we will do so for at least six billing periods in a row. To adjust the Pay Over Time Minimum Due, we will not add 1% of the Pay Over Time New Balance in (2). Then, if (2) is the highest (but less than 4% of the Pay Over Time New Balance), we will add \$15.

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We will do this if over six billing periods the sum of payments credited to your Pay Over Time balance is more than the sum of the Pay Over Time Minimum Dues (not adjusted, except any Pay Over Time amount past due is counted only in the first of those six periods). We will also make the adjustment if over six billing periods the sum of the Pay Over Time Minimum Dues (not adjusted) is not more than \$120 and equals the sum of payments credited to your Pay Over Time balance. However, we will not make the adjustment if the sum of the Pay Over Time Minimum Dues is zero and we did not adjust the Pay Over Time Minimum Due the last time it was not zero.

About interest charges on Pay Over Time balances

When we charge interest

For charges added at your request

We charge interest on charges that are added at your request to a Pay Over Time balance as of the date the charge is added. If you pay the Account Total New Balance on a statement by the Closing Date on the next statement, then on that next statement we will not charge interest on any Pay Over Time portion of that Account Total New Balance.

For charges added automatically

We charge interest on charges that are added automatically to a Pay Over Time balance beginning on the transaction date. However, you can avoid paying interest on those charges as described below.

If you pay the Account Total New Balance on a statement by the Closing Date shown on the next statement, then on that next statement we will not charge interest on those charges.

If you paid the Account Total Previous Balance on a statement by its Closing Date, and you pay less than the Account Total New Balance on that statement by the Closing Date of the next statement, then we will not charge interest on the portion of automatically added charges that we apply your payment to. But we will charge interest on the remaining portion of those charges.

Also, we will not charge interest on automatically added charges shown on a statement if the Account Total Previous Balance on that statement is zero or a credit balance.

How we calculate interest

We calculate interest for a billing period by first figuring the interest on each balance. Balances within each feature such as Select & Pay Later, Sign & Travel and Extended Payment Option may have different interest rates.

We use the Average Daily Balance method (including new transactions) to figure 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 ten-thousandth 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 $15.99\% \div 365 \text{ days} = 0.0438\%$

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

Daily Balance

For each day a DPR is in effect, we figure 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 figuring 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 figure 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 Money Rates section (or successor 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</p>	<p>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>
Other important information		
About Additional Cardmembers	<p>At your request, we may issue cards to Additional Cardmembers. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.</p> <p>You are responsible for all use of your Account by Additional Cardmembers and anyone they allow to use your Account. You must pay for all charges they make.</p>	<p>You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.</p> <p>If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.</p>
Converting charges made in a foreign currency	<p>If you make a charge in a foreign currency, we will convert it into U.S. dollars on the date we or our agents process it. Unless a particular rate is required by law, we will choose a conversion rate that is acceptable to us for that date. The rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we</p>	<p>identify 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 where we send billing statements; or • e-mail address to which we send notice that your billing statement is available online. 	<p>If you have more than one account, you need to notify us separately for each account.</p> <p>We may update your billing address if we receive information that it has changed or is incorrect.</p>
Closing your Account	You may close your Account by calling us or writing to us.	
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. 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, • require you to pay more than your Minimum Payment Due immediately, and • require you to pay your Account balance immediately.
Credit reports	<p>You agree that we may obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources. And you agree that we may use such information for any purposes, subject to applicable law.</p> <p>You agree that we may give information about your Account to credit reporting agencies. We may tell a credit reporting agency if you fail to comply with any</p>	<p>term of this Agreement. This may have a negative impact on your credit record.</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 79908-1537. When you write to us, tell us the specific information you believe is incorrect.</p>



Collection costs	You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.	
Sending you notices	We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.	
We may contact you	From time to time, we may contact you about topics ranging from servicing to marketing offers to collecting amounts you owe. We may monitor and record phone calls between you (or any Additional Cardmembers on your Account) and us. We do this	to ensure the quality of customer service or when it is required by law. You can choose to not receive marketing offers from us. To do this, call us at 1-800-297-8378 or log on to www.americanexpress.com/communications
About insurance products	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. 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.
How we handle electronic debits from your checking account	When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution: <ul style="list-style-type: none">• the amount,• the routing number,• the account number, and• the check serial number.	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. 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.
ExpressPay	Cards issued on your 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.	
Privacy Act of 1974 notice	Some federal agencies may accept the card under authority of statute. When you 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.	
Changing benefits	We have the right to add, modify or delete any benefit or service of your Account at our discretion.	
Assigning the Agreement	We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.	
Assigning claims	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 agree that you will not pursue any claim against the merchant for the credited amount. And you must cooperate with us if we decide to do so.
We do not waive our rights	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.	
Governing law	Utah law and federal law govern this Agreement and your Account. They govern without regard to internal principles of conflicts of law.	We are located in Utah. We hold your Account in Utah. We entered into this Agreement with you in Utah.

Arbitration

This Arbitration provision sets forth the circumstances and procedures under which claims may be arbitrated instead of litigated in court.

Definitions

As used in this Arbitration provision, the term **claim** means any claim, dispute or controversy between you and us arising from

or relating to your Account, this Agreement, the Electronic Funds Transfer Services Agreement, and any other related or prior agreement that you may have had with us, or the relationships resulting from any of the above agreements, except for the validity, enforceability or scope of this Arbitration provision. For purposes of this Arbitration provision, you and us also includes any

corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of claims. **Claim** includes claims of every kind and

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nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. Claim also includes claims by or against any third party using or providing any product, service or benefit in connection with any account (including, but not limited to, credit bureaus, third parties who accept the card, third parties who use, provide or participate in fee-based or free benefit programs, enrollment services and rewards programs, credit insurance companies, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is a party in connection with the claim. The term claim is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) any of the accounts created under any of the agreements, or any balances on any such accounts, (b) advertisements, promotions or oral or written statements related to any such accounts, goods or services financed under any of the accounts or the terms of financing, (c) the benefits and services related to Cardmembership (including fee-based or free benefit programs, enrollment services and rewards programs), and (d) your application for any account. We shall not elect to use arbitration under this Arbitration provision for any claim that you properly file and pursue in a small claims court of your state or municipality so long as the claim is individual and pending only in that court.

Initiation of Arbitration

Any claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration provision and the code of procedures of the arbitration organization to which the claim is referred in effect at the time the claim is filed (code), except to the extent the code conflicts with this Agreement. Claims shall be referred to either JAMS or the American Arbitration Association (AAA), as selected by the party electing to use arbitration. If our selection of either of these organizations is unacceptable to you, you may select the other organization within 30 days after you receive notice of our selection. For a copy of the code, to file a claim or for other information, contact either: JAMS (1920 Main St #300, Irvine, CA 92614 or jamsadr.com) or AAA (335 Madison Ave, New York, NY 10017 or adr.org).

In addition to the organizations listed above, claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to § 5 of the Federal Arbitration Act,

9 U.S.C. §§ 1-16, as it may be amended below. (FAA), provided that any such organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration subsection set forth below.

Significance of Arbitration

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, 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 OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration

IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE SHALL 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 to resolve claims is limited to claims between you and us alone, and the arbitrator's authority to make awards is limited to awards to you and us alone. Furthermore, claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision of this Agreement (including but not limited to the Continuation subsection below) and without waiving either party's right to appeal such decision, should any portion of this Restrictions on Arbitration subsection be deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) shall not apply.

Arbitration Procedures

This Arbitration provision is made pursuant to transactions involving interstate commerce and shall be governed by the FAA. The arbitration shall be governed by the applicable code, except that this Agreement shall apply if there are any conflicts. The arbitrator shall apply applicable substantive law consistent

with the FAA and applicable statutes of limitations, shall honor claims of privilege recognized at law, and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision.

The arbitration proceeding shall not be governed by any federal or state rules of civil procedure or rules of evidence. Any party may request that the arbitrator expand the scope of discovery by doing so in writing and copying any other parties, who shall have 15 days to make objections. The arbitrator will notify the parties of his/her decision within 20 days of any objecting party's submission. The arbitrator shall take reasonable steps to preserve privacy. The arbitrator's award shall be final and binding, except for any right of appeal provided by the FAA; however, either party shall have 30 days to appeal that decision by notifying the arbitration organization and any other parties in writing. The organization will then appoint a three-arbitrator panel which shall consider anew any aspect of the decision objected to by the appealing party. The panel shall issue its decision, by majority vote, within 120 days of the appealing party's written notice. Judgment upon any award rendered by the arbitrator or panel may be entered in any court having jurisdiction.

Location of Arbitration

Arbitration hearings you attend shall take place in the federal judicial district of your residence.

Payment of Fees

You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in the state or federal court closest to your billing address that would have had jurisdiction. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of any arbitration fees. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

Continuation

This Arbitration provision shall survive termination of your Account; voluntary payment of the Account balance in full by you; any legal proceeding by you or us to collect a debt owed by the other; any bankruptcy by you or us; and any sale by us of your Account (in the case of a sale, its terms shall apply to the buyer of your Account). If any portion of this Arbitration provision, except as otherwise provided in the Restrictions on Arbitration subsection, is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this provision.



Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

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 3 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 must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must 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 cannot try to collect the amount in question, or 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 cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

American Express
PO Box 981535
El Paso TX 79998-1535

While we investigate, the same rules apply to the disputed amount as discussed above.

After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

EXHIBIT "2"

AFFIDAVIT OF PLAINTIFF

I, Linda Salas, declare and state as follows:

1. I am an Assistant Custodian of Records for American Express Centurion Bank, ("Plaintiff"), an industrial bank organized under the laws of the State of Utah, ("American Express" hereinafter), with its headquarters located at 4315 S. 2700 West, Salt Lake City, Utah 84184.

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

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

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

PAUL NICOLETTI AKA PAUL J NICOLETTI
Account ending in: 6008

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

7. I have personally reviewed American Express' records concerning defendant PAUL NICOLETTI AKA PAUL J NICOLETTI ("Defendant"). Those records reflect that Defendant opened an American Express credit card account, the current account number ending in 6008 (the "Account") in 05/28/99. Consistent with American Express' standard business practices, American Express' records reflect that it mailed Defendant's credit card, together with a copy of Defendant's Cardmember Agreement, to Defendant when American Express opened Defendant's Account. Copies of each of these Cardmember Agreements were transmitted to Defendant as they were periodically revised or updated. A true and correct copy of the Cardmember Agreement in effect at the time of cancellation of the Account is annexed hereto as Exhibit "A".

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

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 12/01/14 is \$41,106.83, exclusive of court costs and attorneys' fees. True and correct copies of the monthly Account Statements for the defendant's Account for the period 3/23/2014 to 04/23/14 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. The information set forth herein is true and correct to the best of the undersigned's knowledge, information and belief and, if called as a witness, I could competently testify thereto.

PAUL NICOLETTI AKA PAUL J NICOLETTI
Account ending in: 6008

12. 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.

I declare under the penalty of perjury under the laws of the forum state that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: Dec 2, 2014

By: Linda Salas
Name: Linda Salas
Title: Assistant Custodian of Records

STATE OF MASSACHUSETTS
COUNTY OF ESSEX

On this 2 day of Dec, 2014, before me, the undersigned Notary Public, personally appeared Linda Salas, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

Laurie Marcoux
Notary

My Commission Expires 7/11/19

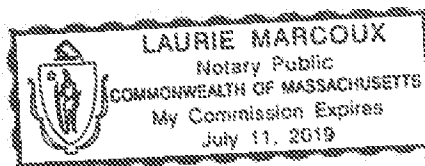


EXHIBIT A

ENC



Cardmember Agreement: Part 1 of 2

As of: 01/15/2011

Rewards Plus Gold Card
Issuer: American Express Centurion Bank

Cardmember Name: Paul J Nicoletti
Account Ending in: 5000

Rates and Fees Table

Interest Rates	
Annual Percentage Rate (APR)	15.24% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	27.24% This APR will vary with the market based on the Prime Rate. This APR will apply to your account if you: 1) make one or more late payments; or 2) make a payment that is returned. How Long Will the Penalty APR Apply? If the Penalty APR is applied, it will apply for at least 6 months. We will review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will begin charging interest on charges as of the date they are added to a Pay Over Time balance, including Select & Pay Later. We will not charge interest on charges added to a Pay Over Time balance automatically if you pay the Account Total New Balance by the due date each month.
Fees	
Annual Membership Fee	\$150
Transaction Fees • Foreign Transaction	2.7% of each transaction after conversion to US dollars.
Penalty Fees • Late Payment • Returned Payment	Up to \$35; however, if you do not pay for two billing periods in a row, your fee will be \$35 or 2.99% of the past due amount, whichever is greater. Up to \$35

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

Your Billing Rights: See Part 2 for information on how to exercise your rights to dispute transactions.

How Rates and Fees Work

Rates for Pay Over Time balances

See About Pay Over Time features in Part 2 of this Agreement

Calculating APRs and DPRs	The Annual Percentage Rate (APR) for variable rates is determined by adding an amount (margin) to the Prime Rate (see <i>Determining the Prime Rate</i> in Part 2). The Daily Periodic Rate (DPR) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.			
	Rate Description	Prime + Margin	APR	DPR
	Annual Percentage Rate	Prime + 11.99%	15.24%	0.0417%
	Penalty APR	Prime + 23.99%	27.24%	0.0746%
Penalty APR for new transactions	<p>The penalty APR applies to new transactions if:</p> <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, or• your payment is returned by your bank. <p>If the Penalty APR applies to a balance, it will apply to charges added to that balance 15 or more days after we send you notice.</p> <p>We will review your Account every 6 months after the Penalty APR is applied. The Penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.</p>			
Penalty APR for existing balances	If you do not pay at least the Minimum Payment Due within 60 days after its Payment Due Date, we can apply the penalty APR to those balances it does not already apply to. After you pay on time for 6 billing periods in a row, the penalty APR will no longer apply to those balances (but it may still apply to other balances as described above).			
Fees				
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1. We will not charge for the first 5 additional cards, we will charge \$35 for each additional card thereafter.			
Late Payment	Up to \$35 or 2.99% of the amount past due. If you do not pay the Amount Due on a billing statement before the 10th day after the next Closing Date, the fee is \$25. If this happens again within the next 6 billing periods, the fee is \$35 instead. In both cases, if you do not pay the amount past due by the following Closing Date, we will charge, in that same billing period, the greater of \$35 or 2.99% of the amount past due. For each subsequent billing period that an amount past due remains unpaid, the fee is the greater of \$35 or 2.99% of any amount past due. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a Penalty APR. See <i>Penalty APR for new transactions</i> and <i>Penalty APR for existing balances</i> above.			
Returned Payment	Up to \$35. If your payment is returned unpaid the first time we present it to your bank, the fee is \$25. If this happens again within the next 6 billing periods, the fee is \$35. However, the returned payment fee will not exceed the Minimum Payment Due on the last Payment Due Date before the payment is returned. A returned payment may also result in a Penalty APR. See <i>Penalty APR for new transactions</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.			
Statement Copy	\$5 for each statement you request, except for the 3 most recent billing periods.			
Account Re-opening	\$25 if your Account is cancelled, you ask us to re-open it, and we do so.			
Foreign Transaction	2.7% of the converted U.S. dollar amount. This fee is a finance charge. See <i>Converting charges made in a foreign currency</i> in Part 2.			

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



Cardmember Agreement: Part 2 of 2

CD 27737

Introduction

About your Cardmember Agreement	This document together with Part 1 make up the Cardmember Agreement (<i>Agreement</i>) for the Account identified on page 1 of Part 1. Any	supplements or amendments are also part of the Agreement. When you use the Account (or you sign or keep the card), you agree to the terms of the Agreement.
Changing the Agreement	We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. We cannot increase the interest rate on existing balances except in limited circumstances. Changes	to some terms may require 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Cardmembership.
Words we use in the Agreement	<i>We, us, and our</i> mean the issuer shown on page 1 of Part 1. <i>You and your</i> mean the person who applied for this Account and for whom we opened the Account. <i>You and your</i> also mean anyone who agrees to pay for this Account. You are the <i>Basic Cardmember</i> . You may request a card for an <i>Additional Cardmember</i> (see <i>About Additional Cardmembers</i> in Part 2).	<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, fees and interest charges. A <i>purchase</i> is a charge for goods or services. <i>To pay by a certain date</i> 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).
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. 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 to charge your Account at regular intervals. We may (but are	not required to) tell these merchants about your Account status or changes to your card number or expiration date. You must notify the merchants directly if you want them to stop charging your Account. 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: • charges you make, even if you do not present your card or sign for the transaction, • charges that other people make if you let them use your Account, 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	We may add features to your Account that allow you to pay certain charges over time. These features include Select & Pay Later, Sign & Travel® and the Extended Payment Option. Select & Pay Later lets you pay a charge over time in two ways. You may ask a travel industry merchant at the time you make the charge, or ask us after the charge appears on your statement. If we approve your request, we will place the charge into a Pay Over Time balance. If we decline your request, you must pay the charge in full upon receipt of your billing statement. If you enroll in Sign & Travel, we will automatically place eligible travel-related charges into a Pay Over Time balance. Some examples are airline and cruise ship tickets, hotels, car rentals and charges made	outside the U.S. If you enroll in the Extended Payment Option, 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 it. Certain charges are not eligible, such as cash and similar transactions. 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 \$35,000. We will tell you if we change that amount. You must pay in full all charges that are not placed into a Pay Over Time balance upon receipt of your billing statement. We may change which charges are eligible to be placed into a Pay Over Time balance.

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.

How to make payments

Make payments to us in U.S. dollars with:

- 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.

When making a payment by mail:

- make a separate payment for each account,
- mail your payment to the address shown on the payment coupon on your billing statement, and
- write your Account number on your check or negotiable instrument and include the payment coupon.

If your payment meets the above requirements, we will credit it to your Account as of the day we receive it, as long as we receive it by the time disclosed in

your billing statement. If we receive it after that time, we will credit the payment on the day after we receive it.

If your payment does not meet the above requirements, there may be a delay in crediting your Account. This may result in late fees and additional interest charges (see *How Rates and Fees Work* on page 2 of Part 1).

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.

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.

How we apply payments and credits

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.

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.

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.

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.

About your Minimum Payment Due

How we calculate your Minimum Payment Due

The Minimum Payment Due is the Pay In Full amount plus any Pay Over Time Minimum Due.

To calculate the Pay Over Time Minimum Due for each statement, we start with the *highest* of the following three amounts:

- (1) 2% of the Pay Over Time New Balance; or
- (2) interest charged on the statement plus 1% of the Pay Over Time New Balance (excluding interest on the statement), not to exceed 4% of the Pay Over Time New Balance; or
- (3) \$20.

Then we round to the nearest dollar. After that, we add any Pay Over Time amount past due.

However, your Pay Over Time Minimum Due will not exceed your Pay Over Time New Balance.

EXAMPLE: Pay Over Time Minimum Due

Assume that your Pay Over Time New Balance is \$3,000, interest is \$29.57 (see the example on the next page), and you have no Pay Over Time amounts past due.

$$(1) 2\% \times \$3,000 = \$60.00$$

$$(2) \$29.57 + 1\% \times (\$3,000 - \$29.57) = \$59.27$$

$$(3) \$20.00$$

The highest of the three amounts is \$60.00.

So the Pay Over Time Minimum Due is \$60.00.

Adjusting your Pay Over Time Minimum Due

If you regularly pay more than the Minimum Payment Due described above, we may adjust the Pay Over Time Minimum Due in future billing periods. This may let you make a smaller minimum payment from time to time. But if you then do not regularly pay more than the Minimum Payment Due described above, we will stop making the adjustment and return to the formula above. If we start or stop making the adjustment, we will do so for at least six billing periods in a row. To adjust the Pay Over Time Minimum Due, we will not add 1% of the Pay Over Time New Balance in (2). Then, if (2) is the highest (but less than 4% of the Pay Over Time New Balance), we will add \$15.

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We will do this if over six billing periods the sum of payments credited to your Pay Over Time balance is more than the sum of the Pay Over Time Minimum Dues (not adjusted, except any Pay Over Time amount past due is counted only in the first of those six periods). We will also make the adjustment if over six billing periods the sum of the Pay Over Time Minimum Dues (not adjusted) is not more than \$120 and equals the sum of payments credited to your Pay Over Time balance. However, we will not make the adjustment if the sum of the Pay Over Time Minimum Dues is zero and we did not adjust the Pay Over Time Minimum Due the last time it was not zero.

About interest charges on Pay Over Time balances

When we charge interest

For charges added at your request

We charge interest on charges that are added at your request to a Pay Over Time balance as of the date the charge is added. If you pay the Account Total New Balance on a statement by the Closing Date on the next statement, then on that next statement we will not charge interest on any Pay Over Time portion of that Account Total New Balance.

For charges added automatically

We charge interest on charges that are added automatically to a Pay Over Time balance beginning on the transaction date. However, you can avoid paying interest on those charges as described below.

If you pay the Account Total New Balance on a statement by the Closing Date shown on the next statement, then on that next statement we will not charge interest on those charges.

If you paid the Account Total Previous Balance on a statement by its Closing Date, and you pay less than the Account Total New Balance on that statement by the Closing Date of the next statement, then we will not charge interest on the portion of automatically added charges that we apply your payment to. But we will charge interest on the remaining portion of those charges.

Also, we will not charge interest on automatically added charges shown on a statement if the Account Total Previous Balance on that statement is zero or a credit balance.

How we calculate interest

We calculate interest for a billing period by first figuring the interest on each balance. Balances within each feature, such as Select & Pay Later, Sign & Travel and Extended Payment Option, may have different interest rates.

We use the Average Daily Balance method (including new transactions) to figure 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 ten-thousandth 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 $15.99\% \div 365 \text{ days} = 0.0438\%$

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

Daily Balance

For each day a DPR is in effect, we figure 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 figuring 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 figure 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 Money Rates section (or successor 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</p>	<p>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>
Other important information		
About Additional Cardmembers	<p>At your request, we may issue cards to Additional Cardmembers. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.</p> <p>You are responsible for all use of your Account by Additional Cardmembers and anyone they allow to use your Account. You must pay for all charges they make.</p>	<p>You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.</p> <p>If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.</p>
Converting charges made in a foreign currency	<p>If you make a charge in a foreign currency, we will convert it into U.S. dollars on the date we or our agents process it. Unless a particular rate is required by law, we will choose a conversion rate that is acceptable to us for that date. The rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we</p>	<p>Identify 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 where we send billing statements; or • e-mail address to which we send notice that your billing statement is available online. 	<p>If you have more than one account, you need to notify us separately for each account.</p> <p>We may update your billing address if we receive information that it has changed or is incorrect.</p>
Closing your Account	<p>You may close your Account by calling us or writing to us.</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. 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, • require you to pay more than your Minimum Payment Due immediately, and • require you to pay your Account balance immediately.
Credit reports	<p>You agree that we may obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources. And you agree that we may use such information for any purposes, subject to applicable law.</p> <p>You agree that we may give information about your Account to credit reporting agencies. We may tell a credit reporting agency if you fail to comply with any</p>	<p>term of this Agreement. This may have a negative impact on your credit record.</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>

Collection costs	You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.	
Sending you notices	We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.	
We may contact you	From time to time, we may contact you about topics ranging from servicing to marketing offers to collecting amounts you owe. We may monitor and record phone calls between you (or any Additional Cardmembers on your Account) and us. We do this	to ensure the quality of customer service or when it is required by law. You can choose to not receive marketing offers from us. To do this, call us at 1-800-297-8376 or log on to www.americanexpress.com/communications
About insurance products	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. 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.
How we handle electronic debits from your checking account	When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution: <ul style="list-style-type: none"> • the amount, • the routing number, • the account number, and • the check serial number. 	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. 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.
ExpressPay	Cards issued on your 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.	
Privacy Act of 1974 notice	Some federal agencies may accept the card under authority of statute. When you 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.	
Changing benefits	We have the right to add, modify or delete any benefit or service of your Account at our discretion.	
Assigning the Agreement	We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.	
Assigning claims	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 agree that you will not pursue any claim against the merchant for the credited amount. And you must cooperate with us if we decide to do so.
We do not waive our rights	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.	
Governing law	Utah law and federal law govern this Agreement and your Account. They govern without regard to internal principles of conflicts of law.	We are located in Utah. We hold your Account in Utah. We entered into this Agreement with you in Utah.

Arbitration

This Arbitration provision sets forth the circumstances and procedures under which claims may be arbitrated instead of litigated in court.

Definitions

As used in this Arbitration provision, the term **claim** means any claim, dispute or controversy between you and us arising from

or relating to your Account, this Agreement, the Electronic Funds Transfer Services Agreement, and any other related or prior agreement that you may have had with us, or the relationships resulting from any of the above agreements, except for the validity, enforceability or scope of this Arbitration provision. For purposes of this Arbitration provision, you and us also includes any

corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of claims. **Claim** includes claims of every kind and

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nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. Claim also includes claims by or against any third party using or providing any product, service or benefit in connection with any account (including, but not limited to, credit bureaus, third parties who accept the card, third parties who use, provide or participate in fee-based or free benefit programs, enrollment services and rewards programs, credit insurance companies, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is a party in connection with the claim. The term claim is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) any of the accounts created under any of the agreements, or any balances on any such accounts, (b) advertisements, promotions or oral or written statements related to any such accounts, goods or services financed under any of the accounts or the terms of financing, (c) the benefits and services related to Cardmembership (including fee-based or free benefit programs, enrollment services and rewards programs), and (d) your application for any account. We shall not elect to use arbitration under this Arbitration provision for any claim that you properly file and pursue in a small claims court of your state or municipality so long as the claim is individual and pending only in that court.

Initiation of Arbitration

Any claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration provision and the code of procedures of the arbitration organization to which the claim is referred in effect at the time the claim is filed (code), except to the extent the code conflicts with this Agreement. Claims shall be referred to either JAMS or the American Arbitration Association (AAA), as selected by the party electing to use arbitration. If our selection of either of these organizations is unacceptable to you, you may select the other organization within 30 days after you receive notice of our selection. For a copy of the code, to file a claim or for other information, contact either: JAMS (1920 Main St #380, Irvine, CA 92614 or jamsadr.com) or AAA (235 Madison Ave, New York, NY 10017 or adr.org).

In addition to the organizations listed above, claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to § 5 of the Federal Arbitration Act,

9 U.S.C. §§ 1-16, as it may be amended below. (FAA), provided that any such organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration subsection set forth below.

Significance of Arbitration

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, 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 OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU OR WE WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration

IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE SHALL 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 to resolve claims is limited to claims between you and us alone, and the arbitrator's authority to make awards is limited to awards to you and us alone. Furthermore, claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision of this Agreement (including but not limited to the Continuation subsection below) and without waiving either party's right to appeal such decision, should any portion of this Restrictions on Arbitration subsection be deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) shall not apply.

Arbitration Procedures

This Arbitration provision is made pursuant to transactions involving interstate commerce and shall be governed by the FAA. The arbitration shall be governed by the applicable code, except that this Agreement shall apply if there are any conflicts. The arbitrator shall apply applicable substantive law consistent

with the FAA and applicable statutes of limitations, shall honor claims of privilege recognized at law, and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision.

The arbitration proceeding shall not be governed by any federal or state rules of civil procedure or rules of evidence. Any party may request that the arbitrator expand the scope of discovery by doing so in writing and copying any other parties, who shall have 15 days to make objections. The arbitrator will notify the parties of his/her decision within 20 days of any objecting party's submission. The arbitrator shall take reasonable steps to preserve privacy. The arbitrator's award shall be final and binding, except for any right of appeal provided by the FAA; however, either party shall have 30 days to appeal that decision by notifying the arbitration organization and any other parties in writing. The organization will then appoint a three-arbitrator panel which shall consider anew any aspect of the decision objected to by the appealing party. The panel shall issue its decision, by majority vote, within 120 days of the appealing party's written notice. Judgment upon any award rendered by the arbitrator or panel may be entered in any court having jurisdiction.

Location of Arbitration

Arbitration hearings you attend shall take place in the federal judicial district of your residence.

Payment of Fees

You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in the state or federal court closest to your billing address that would have had jurisdiction. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of any arbitration fees. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

Continuation

This Arbitration provision shall survive termination of your Account; voluntary payment of the Account balance in full by you; any legal proceeding by you or us to collect a debt owed by the other; any bankruptcy by you or us; and any sale by us of your Account (in the case of a sale, its terms shall apply to the buyer of your Account). If any portion of this Arbitration provision, except as otherwise provided in the Restrictions on Arbitration subsection, is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this provision.



Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

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 3 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 must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must 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 cannot try to collect the amount in question, or 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 balances.
- 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 cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

American Express
PO Box 981535
El Paso TX 79998-1535

While we investigate, the same rules apply to the disputed amount as discussed above.

After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

EXHIBIT B

END



Rewards Plus Gold Card

p. 1/3

PAUL J NICOLETTI
Closing Date 04/23/14

Account Ending 6000

New Balance \$41,106.83
Minimum Payment Due \$23,713.15
Includes the past due amount of \$23,470.15
Payment Due Date 05/18/14

Late Payment Warning: If you do not pay your Minimum Payment Due, you may have to pay a late fee of up to \$37.00 and your Pay Over Time APR may be increased to the Penalty APR of 27.24%.

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 balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	26 years	\$42,268

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

See page 2 for important information about your account.

① Your account is cancelled.

① Please note, your preset line is \$0.00. You have spent \$41,106.83.

Earn points on all of your purchases, everywhere you use the Card.

Visit www.americanexpress.com/rewards

Account Summary

Pay In Full Portion
 Previous Balance \$20,320.15
 Payments/Credits -\$0.00
 New Charges +\$0.00
 Fees +\$35.00
 New Balance \$20,355.15

Pay Over Time Portion
 Previous Balance \$20,751.68
 Payments/Credits -\$0.00
 New Charges +\$0.00
 Fees +\$0.00
 Interest Charged +\$0.00
 New Balance \$20,751.68
 Minimum Due \$3,358.00

Account Total
 Previous Balance \$41,071.83
 Payments/Credits -\$0.00
 New Charges +\$0.00
 Fees +\$35.00
 Interest Charged +\$0.00
 New Balance \$41,106.83
 Minimum Payment Due \$23,713.15

Days in Billing Period: 30

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care 1-800-327-2177 **Pay by Phone** 1-800-472-9297

See page 2 for additional information.

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

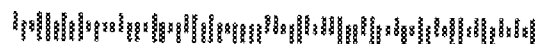
Payment Coupon
 Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
 1-800-472-9297

Account Ending 6000

Enter account number on all documents.
 Make check payable to American Express.



PAUL J NICOLETTI
 3861 ESTATES CT
 TROY MI 48064-1144

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

AMERICAN EXPRESS
 BOX 0001
 LOS ANGELES CA 90096-8000

\$ _____
 Amount Enclosed

0000349991132965120 004110683002371315 20 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 re-present 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 Service number listed below for more information about this balance computation method and how resulting interest charges are determined. The method we use to figure the ADB and interest results in daily compounding of interest.

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 begin charging interest on transactions added to a Pay Over Time balance as of the date they are added. However, we will not charge interest on charges added to a Pay Over Time balance automatically (for example, Sign & Travel and Extended Payment Option) 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 charge a fee of 2.7% of the converted US dollar amount. 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.



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

1-800-327-2177

1-335-393-1111

1-800-327-2177

1-800-992-3404

1-800-CASH-NOW

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FAX: 1-800-695-9090

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If correct on front, do not use.

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- * 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.

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Rewards Plus Gold Card

PAUL J NICOLETTI
Closing Date 04/23/14

p. 3/3

Account Ending 6008

Fees

	Amount
04/23/14 Late Payment Fee	\$35.00
Total Fees for this Period	\$35.00

Interest Charged

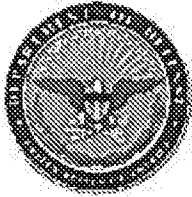
	Amount
Total Interest Charged for this Period	\$0.00

2014 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2014	\$35.00
Total Interest in 2014	\$764.22

EXHIBIT C

END



Status Report Pursuant to Servicemembers Civil Relief Act

Last Name: NICOLETTIFirst Name: PAUL

Middle Name:

Active Duty Status As Of: Dec-01-2014

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects when the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snively-Dixon, Director
Department of Defense - Manpower Data Center
8800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

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The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pls/PC09SLDR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 00Q360F091C8S90

EXHIBIT "3"

**Rewards Plus Gold Card**

p. 1/3

PAUL J NICOLETTI
Closing Date 04/23/14

Account Ending 6008

New Balance \$41,106.83
Minimum Payment Due \$23,713.15
Includes the past due amount of \$23,470.15
Payment Due Date 05/18/14

Late Payment Warning: If you do not pay your Minimum Payment Due, you may have to pay a late fee of up to \$37.00 and your Pay Over Time APR may be increased to the Penalty APR of 27.24%.

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 balance. For example:

If you make no additional charges and each month you pay...	You will pay off the Pay Over Time balance shown on this statement in about...	And for the Pay Over Time balance you will pay an estimated total of...
Only the Minimum Payment Due	26 years	\$42,268

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 note, your preset line is \$0.00. You have spent \$41,106.83.

Earn points on all of your purchases, everywhere you use the Card.
 Visit www.americanexpress.com/rewards

Account Summary

Pay in Full Portion
 Previous Balance \$20,320.15
 Payments/Credits -\$0.00
 New Charges +\$0.00
 Fees +\$35.00
New Balance = \$20,355.15

Pay Over Time Portion
 Previous Balance \$20,751.68
 Payments/Credits -\$0.00
 New Charges +\$0.00
 Fees +\$0.00
 Interest Charged +\$0.00
New Balance = \$20,751.68
Minimum Due \$3,358.00

Account Total
 Previous Balance \$41,071.83
 Payments/Credits -\$0.00
 New Charges +\$0.00
 Fees +\$35.00
 Interest Charged +\$0.00
New Balance \$41,106.83
Minimum Payment Due \$23,713.15

Days in Billing Period: 30

Customer Care

Pay by Computer
americanexpress.com/pbc

Customer Care 1-800-327-2177
Pay by Phone 1-800-472-9297

See page 2 for additional information.

† 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/pbc

Pay by Phone
 1-800-472-9297

Account Ending 6008

Enter account number on all documents.
 Make check payable to American Express.

PAUL J NICOLETTI
 3861 ESTATES CT
 TROY MI 48064-1144

Payment Due Date
 05/18/14

New Balance
 \$41,106.83

Minimum Payment Due
 \$23,713.15

☐ Check here if your address or phone number has changed.
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\$ _____
 Amount Enclosed

0000349991132965120 004110683002371315 20 H

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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 re-present 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 Service number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to figure the ADB and interest results in daily compounding of interest.*

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 begin charging interest on transactions added to a Pay Over Time balance as of the date they are added. However, we will not charge interest on charges added to a Pay Over Time balance automatically (for example, *Sign & Travel* and *Extended Payment Option*) 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 charge a fee of 2.7% of the converted US dollar amount. 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.



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Street Address

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Zip Code

Area Code and
Home Phone

Area Code and
Work Phone

Email

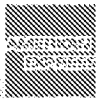
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Deduct your payment from your bank account automatically each month

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Rewards Plus Gold Card

PAUL J NICOLETTI
Closing Date 04/23/14

p. 3/3

Account Ending 8008

Fees

		Amount
04/23/14	Late Payment Fee	\$35.00
Total Fees for this Period		\$35.00

Interest Charged

		Amount
Total Interest Charged for this Period		\$0.00

2014 Fees and Interest Totals Year-to-Date

		Amount
Total Fees in 2014		\$35.00
Total Interest in 2014		\$764.22