

SimplyCash® Business Credit Card



Important Notice:

We are making several changes to our card products in response to the challenging environment and the increasing costs of doing business. These changes include raising interest rates on some American Express cards. Please see below for details.

American Express offers a number of tools and resources designed to help you take advantage of all the benefits and features your Card offers, including the ability to make payments electronically or by phone free of charge, free text and email alerts, and tips for using your Card. For more information, visit www.americanexpress.com.

Notice of Changes to Your Account

The terms of your Account are subject to change in accordance with the American Express Cardmember Agreement ("Agreement") governing your Account (including increasing rates and fees, changing fixed rates to variable rates, and adding new terms). Any language in your Agreement contrary to or conflicting with terms amended herein is replaced fully and completely. All terms of the Agreement not amended herein remain in full force and effect. These changes apply to existing balances and future balances on your Account. We urge you and any Additional Cardmembers on your Account to read this notice carefully and file it along with your Agreement in a safe place for future reference.

Minimum Amount Due

If your New Balance exceeds your credit limit, we are no longer including 1/24th of the over-limit amount in the Minimum Amount Due calculation. Accordingly, effective April 2, 2009, the **Minimum Amount Due** section of your Agreement is amended as follows:

The references to "any over-limit amount and" in 1(a) of the first paragraph, "any over-limit amount," in 1(b)(i) of the first paragraph; "over-limit amount" in the Summary paragraph, and "the over-limit amount in (4)" in the Detailed Description paragraph are deleted. Lines (2), (3) and (4) in the first paragraph are deleted and replaced with: "(2) any over-limit fees added during the billing period; and (3) any late fees added during the billing period."

Rebate

Effective April 2, 2009, we are deleting the last sentence of the **Rebate** section of your Agreement and replacing it with the following paragraph:

"We reserve the right to not award any Rebate for Purchases, or to reduce the Rebate award for Purchases in certain categories, if we determine that Purchases are not made with the good faith intention of consuming the item charged."

Telephone Communications

Effective April 2, 2009, the **Telephone Monitoring/Recording** section of your Agreement is deleted and replaced with the following:

"Telephone Communications

You agree that from time to time we may monitor and/or record telephone calls between you (or Additional Cardmembers on your Account) and us to assure the quality of our customer service or as required by applicable law.

You authorize us to call or send a text message to you at any number you give us or from which you call us, including mobile phones. You authorize us to make such calls using automatic telephone dialing systems for any lawful purpose, including but not limited to: suspected fraud or identity theft; Account transactions or servicing; offers of American Express products and services; and collecting on your Account.

You authorize us to place prerecorded calls in connection with the status of your account, or security and identity theft matters.

You agree to pay any fees or charges you incur for incoming calls or text messages from us without reimbursement."

In addition, effective April 2, 2009, the reference to "Telephone Monitoring/Recording" in the **Status of and Responsibility for Additional Cardmembers** section of your Agreement is deleted and replaced with "Telephone Communications."

American Express® Card Baggage Insurance Plan

The American Express Card Baggage Insurance Plan is changing for Covered Trips made on or after May 31, 2009. Accordingly, effective May 31, 2009, the information below summarizes the terms and conditions of the Plan. The terms and conditions may vary by state.

American Express Card Baggage Insurance Plan is underwritten by AMEX Assurance Company, Administrative Office, Green Bay, WI.

Coverage is determined by the terms, conditions, and exclusions of Policy AX0400 or Policy BIP-IND and is subject to change with notice to you. This document does not supplement or replace the Policy. **Please call us at the number on the back of your American Express Card for a complete copy of your terms and conditions.**

The American Express Card Baggage Insurance Plan provides benefits for a Covered Person's damaged, stolen or lost baggage, whether checked or carry-on, when the entire fare for common carrier conveyance tickets are purchased and charged to your eligible American Express Card account. **Covered Person means:** a) the basic Cardmember, each additional Cardmember, and each of these Cardmembers' spouses or domestic partners and dependent children under 23 years of age; or b) officers, partners, proprietors, employees, consultants or employment candidates authorized by a sponsoring organization, to have common carrier conveyance fares charged to that sponsoring organization's account for a bona fide business trip. All Covered Persons must have a permanent residence within the 50 United States of America, or the District of Columbia. All other persons are not Covered Persons under the policy. **Platinum Cardmember** means a Cardmember who has a Platinum Charge Card (required to be paid in full monthly), a Corporate Platinum Card, or a Fidelity American Express Platinum Card. Any other Card which may reference the Platinum name or has Platinum colored plastic will not receive higher coverage limits or benefits. The capitalized terms used herein shall have the meaning assigned to such terms in the policy. Certain terms contained in this summary are defined within the full policy document. You may file a claim by calling toll-free stateside 1-800-645-9700 or, if from overseas, by calling collect 1-303-273-6498. You may also write to Baggage Insurance Plan, PO Box 683, Golden, CO 80401.

DESCRIPTION OF BENEFITS: We will pay a benefit to a Covered Person for a loss up to the applicable limits and under the circumstances described below. For New York State residents, there is a \$10,000 aggregate maximum limit for all Covered Persons per covered trip.

Carry-on Baggage Benefit: We will pay a benefit for the replacement cost, up to \$1,250, for each Covered Person on a covered trip for loss of carry-on baggage. A Covered Person is eligible for this benefit if the loss occurs while the Covered Person is upon a common carrier's terminal premises designated for passenger use, but only when the Covered Person is upon such premises immediately before boarding or immediately after alighting from a common carrier conveyance or while riding solely as a passenger in or boarding or alighting from a common carrier conveyance while on a covered trip.