

American Express Free Online Ads and Personalized Marketing Materials Program Terms of Participation

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In support of small businesses, American Express Travel Related Services Company, Inc. ("American Express", "we" or "us") is providing tools to enable eligible American Express® Card accepting small merchants to create their own personalized marketing campaigns, including (i) downloadable, personalized signage, digital banners, sample social media posts and e-mail templates, as well as Shop Small® logos (the "Marketing Materials"), and (iii) free online advertising, (the "Free Online Ads"). For purposes of this agreement, the Marketing Materials and Free Online Ads will be collectively referred to as "Campaign Assets."

Participation in this free online advertising and personalized marketing materials program (the "Program") is governed by these Terms of Participation.

The decisions of American Express with respect to the interpretation and submission of these Terms of Participation – including decisions about your eligibility to receive any of the Campaign Assets – will be final and binding. American Express reserves the right to modify these Terms of Participation at any time. We will indicate that changes have been made by updating the "Last Modified" date above. Your continued participation in the Program after the Terms of Participation have been modified constitutes your agreement to the modified Terms of Participation.

PROGRAM OVERVIEW

Eligible American Express Card accepting small merchants are welcome to create and download Marketing Materials, and to submit a Free Online Ads. Free Online Ads are subject to availability in any given media window. The submission period for the current media window will begin on November 13, 2017 and continue until 11:59 a.m. ET on March 12, 2018 or until the available advertising inventory has been exhausted, whichever comes first (the "Submission Period").

In order to receive Free Online Ads, you must (1) satisfy the merchant eligibility criteria (detailed below), and (2) submit a complete and accurate submission for Free Online Ads during the Submission Period.

The current media window in which the Free Online Ads are anticipated to run will last from March 19 through April 30, 2018. These dates are subject to change at American Express's discretion and the dates that any given Free Online Ads may run will vary as outlined in the next section below.

All dates are subject to change at American Express's discretion.

MERCHANT ELIGIBILITY

In general, in order to be eligible to participate in the Program, you must (1) qualify to be included on the Shop Small Map (which includes the online directory for merchants without a physical business location), and (2) not be subject to any additional exclusions. Notwithstanding the foregoing, in addition to the eligibility requirements outlined in the preceding sentence, only eligible merchants that are located in the 50 United States, District of Columbia, Puerto Rico or U.S. Virgin Islands may submit for and receive Free Online Ads. Please note that even if you were eligible to participate in a

previous free ad program, if your business does not fit within the following criteria, you will not be eligible to participate in the current Program.

Qualifications to Participate in Free Online Ads

- You must have at least one physical business location or service area which appears on the Shop Small Map (which includes the Online Directory for businesses without a physical business location). To qualify for placement on the Shop Small Map or Online Directory, Merchants must meet the following qualification criteria:
 - You must be an American Express Card accepting merchant;
 - You must be located in the 50 United States, District of Columbia, American Samoa, Armed Forces Pacific, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands, Palau, Puerto Rico, or the U.S. Virgin Islands (for brick-and-mortar businesses, this means that you must have at least one physical business location within these territories; for online-only businesses, this means that you must have a service area within these territories);
 - You must have at least 1 but no more than 25 locations and meet certain American Express annual charge volume requirements;
 - You must not be part of a franchise brand with more than 250 stores; Additionally, if a franchise brand has more than 25 corporate-owned stores, then the entire brand is excluded;
 - Businesses in these industries are excluded: Government agencies, public administration, gas stations and businesses located on the same premises as a gas station, travel agencies, charities, non-profits, peer-to-peer payments, crowdfunding, trade associations, shopping property management companies, direct sellers, and political organizations;
- In some cases, if you process American Express Card payments solely through a third-party processor (for example, those that offer the ability to accept credit cards through a card reader attached to a mobile device) or as part of an affiliate program, you may be excluded from participating in the Shop Small Map depending on whether or not the third party provides sufficient data for American Express to determine whether your business meets the foregoing qualifications.
- The information in your Shop Small Map profile and submission must be complete and accurate and must not contain profanity, obscenity or other inappropriate content or be otherwise offensive, unlawful, or objectionable, in the sole and exclusive judgment of American Express.

Additional Exclusions

Notwithstanding your qualification to appear on the Shop Small Map, if your business fits into any of the following categories, you may be excluded from participating Free Online Ads:

- Businesses that manufacture, promote or sell diet aids, drugs or other pharmaceuticals, pornography, sexual aids, gambling, liquor, tobacco, firearms or other weapons, or any sensitive or controversial topic with respect to current events, and religious organizations
- Businesses outside the 50 United States, District of Columbia, Puerto Rico, or the U.S. Virgin Islands will not be approved for Free Online Ads

CREATING & DOWNLOADING MARKETING MATERIALS

Eligible small merchants may personalize and download Marketing Materials. To download Marketing Materials, you must follow the prompts, provide the information required by the submission form, and submit the submission to us. Once you have completed the required fields and submitted the submission form, your personalized Marketing Material will be provided to you for download.

Once downloaded, the Marketing Materials may not be altered or amended in any way except as expressly directed or authorized by American Express in writing. To the extent that changes are authorized, any and all revisions must comply with the “What You Are Known For” Restrictions (see below).

Marketing Materials are provided to you subject to a limited license to promote your business in connection with the Shop Small Movement. We may terminate your right to use the Marketing Materials at any time if we determine, in our sole discretion, that (i) your business is not eligible for the Program, (ii) any information provided by you in the submission form, including, without limitation, your “What You Are Known For,” is fictitious, false, misleading, inaccurate, incomplete or otherwise is breach of the “What You Are Known For” Restrictions (see below), (iii) you alter the Marketing Materials in breach of these Terms of Participation, (iv) you use the Marketing Materials inappropriately or in a manner inconsistent with the values of the Shop Small Movement and American Express, (v) you have used the Marketing Materials in connection with something other than the Shop Small Movement, or (vi) you otherwise breach these Terms of Participation.

SUBMITTING FREE ONLINE ADS

- In order to receive Free Online Ads for the current media window (dates set forth above), merchants must submit a complete and accurate submission by 11:59 a.m. ET on March 12, 2018 by: (i) logging in at the [Merchant Shop Small Page](#), (ii) updating and/or confirming their customer-facing information for the Shop Small Map (which includes the online directory for online-only businesses), (iii) selecting at least one physical business location or service area to be identified on the Shop Small Map, and then (iv) following the prompts to fill out a submission form for Free Online Ads.
- Once submitted, American Express will review your customer-facing information and submission for compliance with these Terms of Participation, including, without limitation the “What You Are Known For” Restrictions.
- We reserve the right to decline any submission that does not comply with these Terms of Participation, which will be determined in our sole discretion.
- Free Online Ads may be subject to the space, style and format requirements and standards established by American Express and are subject to American Express’s final approval. We reserve the right (but have no obligation) to make edits to your Free Online Ads, including, without limitation, your “What You Are Known For” (for example, to correct misspellings or grammatical mistakes, to write out the full spelling of words that have been abbreviated, or to abbreviate words or phrases as necessary to comply with the maximum character count limit) without your approval. In addition, we may modify the content of your Free Online Ads without your approval given the space, style and format requirements of partner channels in which such information may appear. Notwithstanding its review and/or editing of any Free Online Ads submitted, American Express is not responsible for the content of any Free Online Ads.

- We will notify you within three (3) weeks of receiving your submission as to whether the submission has been approved or declined. American Express reserves the right to revoke its approval at any time for breach of these Terms of Participation, which will be determined in our sole discretion.
- Free Online Ads will run in the 50 United States, the District of Columbia, Puerto Rico and U.S. Virgin Islands, but the Free Online Ads provided to any particular merchant will be displayed only in areas within those territories that are geographically relevant to their businesses. If you want to receive Free Online Ads in the geographic area relevant to any particular physical business location or service area, you must select that location or area to be included on the Shop Small Map.
- American Express makes no guarantees with respect to the formatting of your Free Online Ads, the minimum number of impressions that any merchant will receive, the precise period of time during which your Free Online Ads will run, or any particular website on which your Free Online Ads will run. Submitting multiple submissions or multiple locations will not increase the number of ad impressions designated to your business. If you elect to include more than one physical business location or service area to the Shop Small Map, we will divide your designated number of impressions among those locations or areas. Submissions are also subject to review by the websites on which your Free Online Ads will run. A website may refuse to display your Free Online Ads at any time if it determines that the Free Online Ads do not comply with the applicable website's advertising guidelines or is otherwise objectionable, as the website may determine in its sole discretion.

“WHAT YOU ARE KNOWN FOR” RESTRICTIONS

Your “What You Are Known For” must be original to you and must honestly and accurately describe your business.

It may not include any statement, opinion, information or other content that:

- is fictitious, false, inaccurate or misleading;
- contains prices;
- promotes sales, discounts, contests, giveaways, raffles or other offers;
- is disparaging or defamatory to any person or entity;
- contains any profanity or is otherwise obscene, pornographic or offensive;
- contains superlatives (e.g., words like “best,” “first,” “fastest” and “cheapest”);
- promotes any illegal or unlawful product or service or suggests, encourages or promotes the violation of any laws, rules or regulations;
- infringes the rights of any person or entity, including, without limitation, rights of privacy, publicity or intellectual property;
- promotes or advocates for any sensitive or controversial topic; and/or
- is otherwise inconsistent with the values of American Express or the Shop Small Movement.

Practical tips:

- Focus on what's special about your business.
- Do not quote or copy from others.
- Do not reference any specific person or persons, particularly celebrities, politicians or other prominent persons.
- Do not reference any business or entity other than your own.

MODIFICATION & CANCELLATION OF THE PROGRAM

American Express reserves the right to modify or cancel the Program at any time at its discretion without prior notice or liability to you.

DISQUALIFICATION & OTHER REMEDIES OF AMERICAN EXPRESS

Persons who tamper with or abuse any aspect of the Program, who act in an unsportsmanlike or disruptive manner or who violate these Terms of Participation, as determined by American Express in its sole discretion, will be disqualified from participating in the Program. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, AMERICAN EXPRESS RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

REPRESENTATIONS & WARRANTIES; INDEMNIFICATION

You represent and warrant that the information and other content contained in your Shop Small Map profile and submission is complete and accurate and does not violate any laws, regulations or the rights of any third parties. You understand and acknowledge that you are solely responsible for the content of your submission and Campaign Assets, and agree to indemnify and defend American Express, participating websites, and their respective parents, affiliates, licensees, direct or indirect subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all costs or damages (including court costs and reasonable attorneys' fees) resulting from any action, claim or demand that may be made or brought against a Released Party (a "Claim") arising out of or relating to your participation in the Program.

LICENSES

By participating in the Program, you are providing American Express a non-exclusive license to use your business's name, logo, service marks, trademarks, trade names, URL, "What You Are Known For" and any other information or content provided in your submission in the Campaign Assets and in any advertising and promotion of the Shop Small Movement, including, without limitation, the Program in any and all media worldwide, in perpetuity.

GENERAL RELEASE

You agree to release, discharge and hold harmless American Express and other Released Parties from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from your participation in the Program. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled submissions; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in

connection with the administration of the Program, the processing or reviewing of submissions or in any Program-related materials. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program or downloading Marketing Materials or other materials from or use of the website. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

DISCLAIMER OF WARRANTY

AMERICAN EXPRESS IS PROVIDING THE PROGRAM "AS IS" AND ON AN "AS AVAILABLE BASIS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF NON-INFRINGEMENT, SECURITY, OR ACCURACY.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL AMERICAN EXPRESS, ITS DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO YOU FOR ANY LOST PROFITS OR REVENUES, OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, EVEN IF THEY, OR ANY OF THEM, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RELEASED PARTIES' AGGREGATE LIABILITY ARISING OUT OF THE PROGRAM WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100). APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

GOVERNING LAW

Any and all disputes, claims or actions arising out of or relating to the Program or your participation therein, including the enforcement and interpretation of these Terms of Participation, shall be governed by the substantive laws of the state of New York without regard to conflict of law principles, and shall be brought solely within the state of New York and county of New York.

DISPUTES

Procedures: You and American Express agree that any and all disputes, claims or controversies arising out of or related to the Program, including any claims under any statute or regulation ("Disputes"), shall be submitted first to non-binding mediation. If the Disputes are not resolved through mediation, then, upon the election of either party, the Disputes then shall be submitted for binding arbitration. Unless the parties agree otherwise, any mediation and/or arbitration shall take place in the State of New York, New York County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association ("AAA").

Restrictions on Arbitration: Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. The arbitrator's

authority to resolve Disputes and to make awards is limited to Disputes between you and American Express alone, and is subject to the Limitations of Liability set forth in these Terms of Participation. Furthermore, Disputes brought by either you or American Express against the other party may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision on any Disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. Should any portion of this paragraph of this Disputes section be stricken from these Terms of Participation or deemed otherwise unenforceable, then this entire Disputes section shall be stricken from these Terms of Participation.

Enforcement: The provisions of this Disputes section may be enforced in a court of competent jurisdiction and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses (including attorney fees) incurred in obtaining the enforcement of this provision, to be paid by the party against whom enforcement is ordered.

Costs of Arbitration Proceedings: The parties will be responsible for paying their respective shares of the arbitration fees (including filing, administrative, hearing and/or other fees) as provided by AAA rules, except that American Express will be responsible for paying all arbitration fees in connection with any Dispute it commences in arbitration or compels to arbitration.

THIRD-PARTY BENEFICIARIES

Except as otherwise expressly set forth herein, this agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give any person other than the parties hereto any legal or equitable rights hereunder.