

**AMERICAN EXPRESS:  
OPEN FORUM® TERMS OF USE**

**Last Modified: *April 19th, 2011***

**Table of Contents**

1	INTRODUCTION
2	DESCRIPTION OF THIS COMMUNITY AND AVAILABILITY
3	AUTHORITY AND CAPACITY
4	MEMBERS ONLY REGISTRATION AND PROFILE CREATION
5	ADDITIONAL AGREEMENTS INCORPORATED BY REFERENCE
6	CHANGES TO TERMS OF USE
7	POSTING AND LICENSE TO AMERICAN EXPRESS
8	RULES OF CONDUCT
9	REPORTING ABUSE, VIOLATIONS OF TERMS OF USE
10	COPYRIGHT/TRADEMARKS
11	DIGITAL MILLENNIUM COPYRIGHT ACT - NOTIFICATION TO AMERICAN EXPRESS REGARDING ALLEGED COPYRIGHT INFRINGEMENT
12	INDEMNIFICATION
13	ARBITRATION
14	UNAUTHORIZED ACCESS OR USAGE; FRAUD INVESTIGATIONS.
15	DISCLAIMERS REGARDING WIRELESS COMMUNICATIONS.
16	SEVERABILITY AND WAIVER

**1 INTRODUCTION**

- 1.1 *Welcome to OPEN Forum!* The following terms and conditions of use (and the additional agreements described in Section 5 below, collectively hereinafter “Terms of Use”) apply to and govern our contractual relationship and you and your company’s (“Business”) access to and use of this American Express Travel Related Services Company, Inc. (“our”, “we”, “us” or “American Express”) online community website, with a home page of [www.openforum.com](http://www.openforum.com), and any content, communications, tools, or services available on or through this website community (collectively, “Community”).

**2 DESCRIPTION OF THIS COMMUNITY AND AVAILABILITY**

- 2.1 The Community is an online business-to-business networking and informational site designed to give business owners tools to help grow their business.
- 2.2 Registered and certain unregistered members of this Community are authorized to Post to this Community. Unregistered members include users who are authenticated through a third-party platform, including without limitation, Facebook, Twitter and LinkedIn. Any comment, opinion, review, content, creation of a Profile (defined below), communication and/or material posted or submitted on or through this Community are referred to herein as “Post”, “Posts” or “Posting”.
- 2.3 Portions of this Community will be available to all users of the Community regardless of registration status. You must register, however, to access “Members Only” sections (see below), tools and features on this Community (e.g. complete access to the “Connectodex” is only available to registered Community members).

- 2.4 This Community should not be considered a substitute for contacting American Express customer service for resolution of personal or Business related customer service issues. Cardmembers are best served by contacting the number on the back of their Card for such issues.
- 2.5 The Community is hosted and administered by American Express.
- 2.6 You (and not American Express) are responsible for, without limitation, obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Community, and paying all charges related thereto.
- 2.7 American Express is making this Community available to you “as is”. We reserve the right to discontinue this Community, or otherwise supplement, change, or modify its appearance and/or any features or functions of this Community, in any way, in whole or in part at anytime for any purpose without notice. **WE SHALL NOT BE LIABLE AND SHALL HAVE NO OBLIGATION TO YOU OR YOUR BUSINESS IN THE EVENT WE EXERCISE OUR RIGHT TO DO SO.**

### **3 AUTHORITY AND CAPACITY**

- 3.1 You represent and warrant, and covenant that you are at least eighteen (18) years old and have the power, authority and capacity to enter into this agreement, and you are a U.S. citizen, or are physically present in the United States as you use the Community.
- 3.2 By using the Community, you signify you meet all of the foregoing criteria, and agree any action taken by you on the Community shall be deemed an action taken by you and your Business.

### **4 MEMBERS ONLY REGISTRATION AND PROFILE CREATION**

- 4.1 To access “Members Only” sections, tools and features on the Community, you must be an American Express Cardmember, and first log in using your americanexpress.com User ID and password (“AMEX ID”). If you are an American Express Cardmember and do not already have an AMEX ID, you can create one by following the instructions on the Log In page.
- 4.2 If you are accessing the Community for the first time, you will be asked to register to become a member of the Community (an “OPEN Forum Member”) and we may ask you to provide profile and contact information. If you wish to become an OPEN Forum Member, you must provide us with true, accurate, and current information. You must not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person’s username, password or other account information or another person’s name, likeness, voice, image or photograph. If we have reason to suspect any such information you provided is not authorized, correct, current, or complete, we may among other remedial options refuse you access to the Community or any of its resources without notice.
- 4.3 As an OPEN Forum Member, you will automatically be identified by us and other OPEN Forum Members by your Cardmember name currently on file with us. Please note, this Community does not currently use screen names or user “handles”. To the extent your name changes and you wish to use such new name in this Community, you must change your name on your Card. You may do so by calling American Express Card Replacement department at 1.800.992.3404 (24 hours/ 7 days). If you are outside the U.S., call collect at 1.336.393.1111. A successful Cardmember name change should automatically

effectuate a name change in this Community within one week of its request. If your name change has not been effectuated within one week of the name change request please call customer service at the number set forth above.

- 4.4 You may Post photographs to your personal profile. All photographs you Post must comply with these Terms of Use. For your profile, photographs must only depict you, the registered OPEN Forum Member, and no one else.
- 4.5 You are solely responsible for acquiring all necessary authorizations/ approvals related to your upload of said photographs or other Posts to the Community. Photographs may not contain any unauthorized depiction of any trademarks, trade names, third-party copyrighted material, or any material owned by any third party.

## **5 ADDITIONAL AGREEMENTS INCORPORATED BY REFERENCE**

- 5.1 In addition to the terms and conditions of this document, use of this Community is subject to and you are also agreeing to be bound by the
  - [American Express Terms of Service](http://www.americanexpress.com/tos) (a/k/a Website Rules and Regulations) [http://www.americanexpress.com/tos], and
  - [American Express Internet Privacy Statement](http://www10.americanexpress.com/privacy) [http://www10.americanexpress.com/privacy].
- 5.2 In the event of a conflict among or between the terms and conditions of this document, the Terms of Service and the Internet Privacy Statement, the precedence shall be, first, the Terms of Service, then the Internet Privacy Statement, then the terms and conditions in this document.

## **6 CHANGES TO TERMS OF USE**

- 6.1 American Express reserves the right to revise the Terms of Use at any time and users of this Community will be notified of any changes by a notice on the OPEN Forum Home Page [www.OpenForum.com].
- 6.2 American Express will also indicate that changes to the terms and conditions of this document have been made by updating the date indicated after "Last Modified" at the beginning of the applicable document.
- 6.3 Any modifications to these Terms of Use will only affect your and our respective rights and obligations from the effective date of the change(s) and thereafter. If you do not agree with modified Terms of Use you must cease using the Community.

## **7 POSTING AND LICENSE TO AMERICAN EXPRESS**

- 7.1 You may retain any and all applicable copyright, patent and other intellectual property ownership rights with respect to any Post/Protectable Invention you submit using the Community to the extent you have such rights under applicable law.
- 7.2 "Protectable Inventions" is defined to mean any concepts, creative ideas, product service or business models, inventions, designs, software, procedures, applications, methods, improvements, programs, or other content sent directly to American Express or Posted on or through this Community by you, that are proper subject matter under any applicable patent laws, such as the Patent Laws of the United States, 35 U.S.C. *et. seq.* or those of other applicable countries.
- 7.3 American Express may in its sole discretion reference or use and publish your

Posts/Protectable Inventions in any media or medium now known or hereafter invented without remuneration, obligation or attribution to you.

- 7.4 You can learn about Protectable Inventions, whether the information you plan to Post is protectable and how you can protect it by contacting a qualified patent attorney, and reviewing resources at the applicable patent office websites, for example, the United States Patent and Trademark Office website: [www.USPTO.gov](http://www.USPTO.gov).
- 7.5 To avoid the possibility of future misunderstanding or conflicts that may arise on this Community, or our customer research, we are NOT seeking submission of your Protectable Inventions.
- 7.6 Therefore, please do not Post or otherwise send to American Express any Protectable Inventions.
- 7.7 If you nevertheless choose to Post or otherwise submit any Protectable Inventions to us, in doing so you are providing the license as provided herein.
- 7.8 You represent and warrant you have or are entitled to take all necessary actions to confirm or obtain clear title to and ownership of the Post/Protectable Inventions, and upon the request of American Express, shall provide written documentation to establish such clear title and ownership.
- 7.9 Anything you Post with the Community, including without limitation Posts/Protectable Inventions, are freely available for our use as provided herein. No element of your Posts or the Protectable Inventions you communicate to us will be subject to any obligation of confidence, privacy or secrecy.
- 7.10 **AMERICAN EXPRESS WILL NOT BE LIABLE FOR ANY USE OR DISCLOSURE OF SUCH POSTS AND/OR PROTECTABLE INVENTIONS BY AMERICAN EXPRESS, CARDMEMBERS OR ANYONE ELSE.**
- 7.11 **SINCE ALL POSTS AND/OR PROTECTABLE INVENTIONS BECOME PUBLIC INFORMATION AVAILABLE EITHER TO AMERICAN EXPRESS CARDMEMBERS OR USERS IN GENERAL, YOU MUST ALWAYS EXERCISE CAUTION WHEN DECIDING TO POST OR DISCLOSE ANY CONFIDENTIAL OR PRIVATE INFORMATION.**
- 7.12 All Posts and Protectable Inventions made to this Community are subject to the following terms:
  - ◆ American Express is not required to use any such Posts/Protectable Inventions you provide, but it may do so at its sole discretion without remuneration, obligation or attribution to you.
  - ◆ You represent and warrant you have the right to grant the licenses stated herein
  - ◆ You hereby grant American Express, its affiliates and licensees/transferees, a perpetual, worldwide, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable, unrestricted license in such Posts/Protectable Inventions.
  - ◆ This license to use the Posts/Protectable Inventions includes without limitation:
    - rights to all related copyright, patent, trademark, trade secret or other intellectual property rights, together with all consents (if any) and covenants not to sue, to enable the unrestricted practicing, making, having made, use, display, indexing, commenting upon, reproduction, distribution, modification, creation of and/or use of derivative works, of, from or related to said Posts and Protectable Inventions, and

- rights to publish and/or otherwise use, practice, make, manufacture, have made, perform, display or other exploitation of your Posts/Protectable Inventions for any purpose commercial or otherwise, by any means, and in all media formats and channels now known or hereafter devised, in whole or in part, alone or with other material, with or without edits, without notice and without obligation, remuneration, payment, accounting, or other reference or attribution to you or any other person for the full statutory period of all such rights (together with any extensions and renewals) and insofar as possible in perpetuity.
- 7.13 If your Posts contain any statements about or related to American Express or its products or services, or any other company or person, such statements shall be accurate, correct and honest expressions of your personal experience and belief. American Express shall have the right to publish or use any statements made by you in your Posts in its advertising, marketing or promotional materials in any media now or hereafter known (in addition to on this Community), with or without edits (provided the general sense of the statements is not changed), alone or with other material, without notice or payment to you, with or without your username, forever without restrictions.
- 7.14 You acknowledge and agree you are receiving good and valuable consideration, the adequacy of which you hereby recognize as satisfactory and complete, including but not limited to, the rights provided by these Terms of Use and the right to use this Community and the resources herein.
- 7.15 To the maximum extent permitted by applicable law, you waive all moral rights, rights of attribution, rights of privacy and publicity in the Posts/Protectable Inventions which may be available to you in any part of the world and confirm that no such rights have been asserted.
- 7.16 You represent and warrant, to the best of your knowledge, all such Postings/Protectable Inventions provided by you are original, non-infringing and not owned, encumbered, originated, or derived from or otherwise controlled by a third party.
- 7.17 **LIMITATION OF LIABILITY ON OUR USE OF POSTS/PROTECTABLE INVENTIONS: TO THE EXTENT THE LICENSE IN THIS SECTION IS NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF AMERICAN EXPRESS ITS LICENSORS, SPONSORS, AGENCIES AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS AND EMPLOYEES, FOR ANY CLAIM ARISING FROM THE USE, PRACTICE, MAKING, HAVE MADE, PERFORMANCE, DISPLAY OR ANY OTHER EXPLOITATION OF YOUR POSTS/PROTECTABLE INVENTIONS FOR ANY PURPOSE COMMERCIAL OR OTHERWISE SHALL BE ONE THOUSAND DOLLARS (\$1,000.00).**

## 8 RULES OF CONDUCT

- 8.1 We encourage your full participation in this Community provided that you comply with these Terms of Use. Your Post is very important to us. We will attempt to review every Post to this Community to confirm that it complies with the Terms of Use, however, we cannot guarantee that we will review every Post, or be able to filter every Post that does not comply. American Express is under no obligation to react, remove or otherwise take action because of such Posts and assumes no responsibility or liability relating to any such Posts.
- 8.2 American Express may decline to accept and/or remove any Post that violates these

Terms of Use.

8.3 You must not Post anything that contains:

- Any unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a violation of these Terms of Use, a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law, or in American Express' sole judgment is inappropriate.
- Messages posted by users impersonating others.
- Personal information such as messages which state phone numbers, social security numbers, account numbers, addresses, personal line size, or employer references.
- Messages by non-spokesperson employees of American Express purporting to speak on behalf of American Express or containing confidential information or expressing opinions concerning American Express.
- Messages that offer unauthorized downloads of any copyrighted or private information.
- Chain letters of any kind.
- Anything that infringes the intellectual property rights of any person or entity.
- False or misleading information or content.
- Competitive business information about another business or company.
- Links to other websites and/or blogs that contain, promote or facilitate: religious or political organizations, hate or anti-government propaganda or activities, adult-themed or oriented material or services, gambling material or services, illegal activities or content, pornography or sexually explicit material or services, illegal drugs or business, alcohol, tobacco or firearms/weapons.
- Software that could disrupt, damage, disable, burden or impair the Community.
- Unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation. We may in our sole discretion permit you to Post information about your Business, including a link to your Business website, as long as such information is related to the content topic and otherwise complies with these Terms of Use.
- Advertising (e.g. offering for sale products or services), soliciting or offering to sell any goods or services unrelated to your Business.
- Software that could circumvent, disable or otherwise interfere with security features of the services or features that prevent or restrict use or copying of any content or enforce these Terms of Use.
- Volume of messages in a given period of time that a single human can reasonably manually produce in the same period by using a conventional on-line web browser uploading Posts one at a time.

8.4 You must not:

- reproduce, duplicate, download, post, display, publish, re-license, transmit, copy, sell, resell, or exploit for any commercial purposes, any portion of, use of, or access to the Community.
- modify, create derivative works of, adapt, translate, reverse engineer, decompile,

or disassemble any portion of any software available for download through the Community.

- disobey any requirements, procedures, policies or regulations established from time to time regarding use of this Community or any networks connected to this Community.
- use the Community to communicate any information, or to engage in any discussion, that would violate any law or regulation, including but not limited to applicable antitrust or competition laws.
- engage in hacking, cracking, “phishing”, “phreaking” or any other activity to circumvent established Internet security measures on the Community or elsewhere.
- disrupt the normal flow of communication and dialogue on the Community, causing a screen to scroll faster than other users are able to type, or otherwise acting in any way which adversely affects the ability of other users to engage in real time activities on the Community.
- remove any copyright, trademark, patent or other proprietary rights notice on any content or Post, either on the Community or any authorized downloaded copy.
- interfere with or disrupt the operation of the Community, or the servers or networks that provide the Community.
- harvest or collect emails or any information about other users or companies using this Community.
- use any robot, spider, Community search/retrieval application, or other manual or automatic device to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of any of the Community.
- install, upload, post a virus, worm, Trojan Horse, Easter egg, time bomb, spyware, or any other computer code, file, or similar program that is harmful, invasive or is otherwise intended to damage or hijack the operation of any hardware, software, or telecommunications equipment.

## **9 REPORTING ABUSE, VIOLATIONS OF TERMS OF USE**

- 9.1 American Express reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access from a particular Internet address to the Community. If you see a Post that violates these Terms of Use please report it to us by using the “Flag”, “Report Abuse” or other similar link/button located near the Post.
- 9.2 American Express reserves the right to investigate suspected violations of these Terms of Use and suspend or terminate access of the violator(s).
- 9.3 Provided proper notification, American Express will remove Posts that infringe upon the intellectual property rights (e.g. copyrights, trademark or patent rights) or personal rights (e.g., right of publicity and privacy) of another, or other violations of these Terms of Use and reserves the right to remove Posts without prior notice. In the event it chooses to do so at its discretion, American Express assumes no responsibility for the Posts or any obligation to remove any inappropriate Posts or any responsibility for the conduct of a user submitting inappropriate Posts. At its sole discretion, American Express may remove any Postings and/or terminate a user’s access to the Community (or certain portions of the Community) for violating any of these Terms of Use at any time and without notice.

- 9.4 American Express values intellectual property rights of all parties, and will terminate access to this Community by any OPEN Forum Member or other user whom American Express has notified of infringing activity multiple times and/or who has had a Post removed multiple times for infringing activity. American Express reserves the right, but not the obligation, to take any appropriate legal action for any illegal or unauthorized use of the Tool or any content or Posts thereon, or violation of the Terms of Use.

## **10 COPYRIGHT/TRADEMARKS**

- 10.1 To the extent your access and use of the Community complies with all such applicable laws and these Terms of Use, American Express grants you the revocable, non-transferable, non-sublicensable right to access and use the Community's features, and all information, materials, functions and content available on the Community, and to participate in the Community, and download content therefrom, as available, provided you (a) keep intact all copyright, trademark and other proprietary notices, (b) you make no modifications to the content, and (c) do not use the content in a manner that suggests an association with any or our trademark licensors products, services or brands.

## **11 DIGITAL MILLENNIUM COPYRIGHT ACT - NOTIFICATION TO AMERICAN EXPRESS REGARDING ALLEGED COPYRIGHT INFRINGEMENT**

- 11.1 If you believe in good faith that any material provided through the Community infringes upon your copyright, you may send notice to American Express requesting that the material or access to the material be removed, pursuant to the Digital Millennium Copyright Act ("DMCA"), by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) and <http://www.loc.gov/copyright> for further details). The notice must include all of the following:
- an electronic or physical signature of the copyright owner or person authorized to act on behalf of the copyright owner;
  - sufficient identification of the allegedly infringing material;
  - sufficient information as to the location of the allegedly infringing material so that it may be found on the Site and identified;
  - the copyright owner name or person authorized to act on behalf of the copyright owner name, physical address, telephone number and, if possible, email address;
  - a written statement by the copyright owner or person authorized to act on behalf of the copyright owner of a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
  - a statement that the information provided in the notice is accurate, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 11.2 If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send American Express a counter-notice. All notices with respect to American Express should be sent to the American Express Copyright Agent. American Express suggests that you consult your legal advisor before filing a notice or counter-notice. American Express shall not be liable to you under any circumstances for declining to replace material. Also, be aware that there can be penalties for false claims under the DMCA.

American Express's Designated Agent to receive notifications of claimed copyright infringement is:

Tracey R. Thomas  
American Express Travel Related Services Company, Inc.  
General Counsel's Office  
200 Vesey Street  
New York, New York, 10285  
Email: DMCA@aexp.com

Only DMCA notices should go to the Copyright Agent.

## **12 INDEMNIFICATION**

12.1 You shall indemnify and hold American Express, its licensors, sponsors, agencies and their parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Community or your Postings or Protectable Inventions to the Community, the violation of these Community Terms of Use by you, or the infringement by you, or other users of the Community using your access ID or credentials, of any intellectual property rights or other rights of any person or entity. You must use your best efforts to cooperate with us in the defense of any such claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any such matter subject to indemnification by you.

## **13 ARBITRATION**

13.1 Procedures: You agree any and all disputes, claims or controversies arising out of or related to these Terms of Use, 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, 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").

13.2 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 Limitation of Liability set forth in these Terms of Use. Furthermore, Disputes brought by either party to this Agreement against the other 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 Section 13.2 be stricken from these Terms of Use

or deemed otherwise unenforceable, then this entire Alternative Dispute Resolution section shall be stricken from these Terms of Use.

- 13.3 Enforcement: The provisions of this Alternative Dispute Resolution 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.

#### **14 UNAUTHORIZED ACCESS OR USAGE; FRAUD INVESTIGATIONS.**

- 14.1 You are solely responsible for all activity occurring under your username and password, and are prohibited from sharing or disclosing your username and password. Therefore, please safeguard your registration information. You should exit your account at the end of each usage session. You may not yourself or You must not allow others to impersonate or otherwise use your community username and password. You must promptly notify us of any unauthorized use of your community username and password or any other breach of security you become aware of involving or relating to this Community.
- 14.2 You shall immediately contact us at 1.800.446.6307 in the event you become aware that the security of your username and/or password may have been compromised.
- 14.3 If there is unauthorized use of your registered account/user name, or if a wireless device used to access the Community is lost or stolen, or if your phone number changes you must immediately notify us. We have the right to interrupt or restrict use or access to the Community, without notice to you, if we suspect fraudulent or abusive activity.
- 14.4 You shall cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to cooperate will result in your liability for all fraudulent usage.

#### **15 DISCLAIMERS REGARDING WIRELESS COMMUNICATIONS.**

- 15.1 The Community may be accessed via wireless devices, however such access and use of the Community occurs across the networks of a number of wireless service providers. American Express does not operate these networks and has no control over the operations of the wireless service providers. We will not be liable to you if circumstances beyond our control interrupt, prevent or otherwise affect the transmission, communication, Post, transaction or otherwise interfere with the integrity of thereof, including, without limitation, unavailability of wireless service, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. American Express disclaims any responsibility for any wireless service used to access the Community.
- 15.2 Use of the Community wirelessly involves the electronic transmission of personal financial information across the networks of wireless service providers. Because we do not operate or control the wireless networks used to access American Express Mobile, we cannot guarantee the privacy or security of wireless data transmissions. Additionally, the wireless device browser is generally pre-configured by your wireless Internet service provider. Check with your service provider for information about their privacy and security practices. For personal or confidential information sent to or from American Express over the Internet from a mobile phone, we require that a "secure session" be established using Transportation Layer Security (TLS). American Express will treat your data in accordance with the [Privacy Statement](#).

15.3 Fees. American Express does not charge for use or access of the Community available as of the date of you agreed to these Terms of Use. However, your wireless service provider may levy fees or charges for transmission or receipt of messages and other communications (e.g. Posts, review of Community content, etc.) your equipment through the wireless service provider, and you are solely responsible for such charges.

## **16 SEVERABILITY AND WAIVER**

16.1 If any provision(s) of these Terms of Use are held by a court of competent jurisdiction to be void, contrary to law or for any reason otherwise unenforceable, then such provision(s) shall be construed, as nearly as lawfully possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The severance of any void, unlawful or otherwise unenforceable section, shall not affect the validity or enforceability of any remaining provisions herein. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.