IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LOYAL-T SYSTEMS LLC, Plaintiffs, v. AMERICAN EXPRESS COMPANY, and AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. Defendant.	Civil Action No. **Civil Action** **COMPLAINT FOR PATENT INFRINGEMENT WITH JURY DEMAND**

Plaintiff, Loyal-T Systems LLC ("Loyal-T" or "Plaintiff"), by and through its undersigned counsel, files this Complaint for Patent Infringement against American Express Company and American Express Travel Related Services Company, Inc. (together, "Defendants"), and alleges as follows:

NATURE OF THE CASE

1. This is a civil action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 1 *et seq*., including § 271.

2. Since at least 2015, through multiple customer loyalty programs, Defendants have unlawfully benefitted from the unauthorized practice of methods and technology contained in Loyal-T's patents. Defendants' unauthorized practice of Loyal-T's patents represents tens of millions of dollars in fees and interchange to Defendants, along with reduced liabilities. Upon information and belief, Defendants are aware that Loyal-T's patents specifically enable these capabilities, yet have paid no licensing fees or royalties to Loyal-T in exchange for their widespread and infringing use of these protected methods and technologies.

THE PARTIES

3. Loyal-T is a Delaware limited liability company organized with its principal place of business at 5740 Baja Mar, La Jolla, California 92037.

4. The members of Loyal-T are Jan Allan Steinert ("Mr. Steinert"), an individual residing in the State of California, and Richard M. Elkus ("Mr. Elkus"), an individual residing in the State of California.

5. Upon information and belief, Defendant American Express Company (hereinafter, "AMEX") is a New York corporation with its principal place of business at 200 Vesey Street, New York, New York 10285.

6. Upon information and belief, Defendant American Express Travel Related Services Company, Inc. (hereinafter, "AMEX Travel") is a New York corporation with its principal place of business at 200 Vesey Street, New York, New York 10285 and is a privately held subsidiary of AMEX.

7. Based upon publicly-available information, AMEX is registered in New Jersey as a foreign corporation and has been issued File Number 1361373000.

8. Based upon publicly-available information, AMEX Travel is registered in New Jersey as a foreign corporation and has been issued File Number 0100175891.

9. Based upon publicly-available information, AMEX Travel, and upon information and belief AMEX, either directly or through AMEX Travel as its agent, recently executed a 15-year lease for an 18,000-square-foot lounge in Terminal A at Newark Liberty International Airport (the "Unit"). Based upon publicly-available information, AMEX and AMEX Travel is constructing its largest Centurion Lounge to date in the Unit (the "New Jersey Centurion Lounge").

Based upon publicly-available information, AMEX and AMEX Travel will invest over $100 million in the Unit.

10. Upon information and belief, AMEX and AMEX Travel are constructing the New Jersey Centurion Lounge as a way to accomodate the travel and business needs of its Centurion and Platinum cardholders, AMEX's most profitable customers. Further, upon publicly-available information, Centurion and Platinum cardholders represent 70 percent of all Membership Rewards points redeemed utilizing the methods and technology of Loyal-T's patents at issue in this case.

11. Based upon publicly-available information, American Express Global Business Travel ("AMEX Global") has a location at 101 Hudson Street, 34th Floor, Jersey City, New Jersey 07302. Based upon information and belief, AMEX Global is an agent of AMEX and AMEX Travel. AMEX Global conducts business in the travel industry, and upon information and belief, acts in concert with AMEX Travel and AMEX.

12. Based on the foregoing, and upon further information and belief, Defendants do business in New Jersey and this judicial district and have a physical location therein or their agents have a physical location therein, supply goods or services within New Jersey and this district, have continuous and systematic business contacts within New Jersey and this district, derive substantial revenue from interstate commerce from goods used or services rendered in New Jersey and this district, and commit and have committed acts of patent infringement either within New Jersey and this district, or outside New Jersey and this district with a reasonable expectation that such acts would have consequences within New Jersey and this district.

JURISDICTION AND VENUE

13. This Court has jurisdiction over the parties to this action and over the subject matter of this action pursuant to 28 U.S. §§ 1331 and 1338(a).

14. This Court has personal jurisdiction over Defendants because, among other things, Defendants have done business in this District, and have committed and continue to commit acts of patent infringement in this District.

15. Venue is proper in this Court under 28 U.S.C. § 1400(b) because, among other things, Defendants are subject to personal jurisdiction in this District, have sued and been sued in this District, have a regular and physical place of business in this district and/or their agent has such and have committed and continue to commit acts of patent infringement in this District.

FACTS COMMON TO ALL COUNTS

Customer Loyalty Programs

16. Loyalty and rewards programs are commonplace in today's society. Both traditional brick and mortar stores and ecommerce sites are using loyalty and rewards programs to boost retention and drive down customer acquisition costs.

17. A customer loyalty program is a system whereby a business offers rewards to its customers who make frequent purchases. From a business perspective, it is a mechanism to promote repeat purchases and customer retention.

18. A single merchant loyalty program allows customers to earn rewards through purchasing and redeeming points with the particular merchant or service provider hosting the program.

19. In or about 2015, AMEX and AMEX Travel introduced a new genre of loyalty programs known as a coalition loyalty program in the United States.

20. Coalition loyalty programs are created by a single company and are then extended to a number of participating companies. The owner of the program is responsible for managing the

program and overseeing the loyalty point clearing and settlement process. The main appeal of the coalition loyalty programs is that members can visit any store, earn points for their purchases, and immediately go to another store and redeem their points.

21. Historically, loyalty programs required specialized hardware to process the loyalty point clearing and settlement process. As a result of this separate transaction system requirement, loyalty programs were typically limited to single merchant loyalty programs.

22. In or about 2008, Loyal-T developed a method and process to reduce technology and cost barriers preventing many merchants from establishing, participating in, and managing a coalition loyalty program. Specifically, Loyal-T invented a method and process wherein the loyalty point clearing and settlement process could be transmitted over a conventional association network or credit card association network by "piggy-backing" loyalty point program information onto conventional pre-defined point of sale ("POS") transmittable messages; and thus, not require specialized hardware for administration of the loyalty program.

Loyal-T's Patents

23. Loyal-T is the owner of all right, title and interest in United States Patent No. 8,712,839 (the "'839 Patent") entitled "System and Method for Managing a Loyalty Program Via an Association Network Infrastructure." On April 29, 2014, the '839 Patent was duly issued to inventors Mr. Steinert and Mr. Elkus based on U.S. Patent Application Serial No. 12/782,442, which was filed on May 18, 2010. A copy of the '839 Patent is attached hereto as **Exhibit A.**

24. On May 18, 2010, the '839 Patent was assigned to 888EXTRAMONEY.COM, LLC ("Extra Money") by Mr. Steinert and Mr. Elkus. On October 21, 2015, the '839 Patent was assigned to Loyal-T by Extra Money. As a result, Loyal-T holds all rights in and to the '839 Patent, including the exclusive right to enforce and prosecute an action for infringement of the '839 Patent

and to collect damages against infringers of the '839 Patent. Accordingly, Loyal-T possesses the exclusive right and standing to prosecute this action for infringement of the '839 Patent by Defendants.

25. The claims of the '839 Patent trace their priority date to May 18, 2010.

26. Pursuant to 35 U.S.C. § 282(a), the '839 Patent is presumed valid, and every claim of the '839 Patent is independently presumed valid.

27. On February 19, 2019, United States Patent No. 10,210,537 (the "'537 Patent") entitled "System and Method for Managing a Loyalty Program via an Association Network Infrastructure" was issued to inventors Mr. Steinert and Mr. Elkus based on U.S. Patent Application Serial No. 14/978,364, which was filed on December 22, 2015. A copy of the '537 Patent is attached hereto as **Exhibit B**.

28. On January 20, 2016, the '537 Patent was assigned to Loyal-T by Mr. Steinert and Mr. Elkus. As a result, Loyal-T holds all rights in and to the '537 Patent, including the exclusive right to enforce and prosecute an action for infringement of the '537 Patent and to collect damages against infringers of the '537 Patent. Accordingly, Loyal-T possesses the exclusive right and standing to prosecute this action for infringement of the '537 Patent by Defendants.

29. The claims of the '537 Patent trace their priority date to May 18, 2010.

30. Pursuant to 35 U.S.C. § 282(a), the '537 Patent is presumed valid, and every claim of the '537 patent is independently presumed valid.

31. The primary purpose of the '537 Patent and the '839 Patent can be summarized as a loyalty program method that allows merchants to utilize an association network (or another open network system, i.e., American Express Credit Card Network) to identify a customer within a

loyalty program, facilitate the customer's ability to earn points on a purchase, and redeem points and other rewards without involving additional hardware. *See* **Exhibit A** at 1; **Exhibit B** at 1.

32. The '537 Patent and the '839 Patent involve a method for merchants to offer a loyalty program in a more cost-effective manner.

33. The '537 Patent and the '839 Patent utilize an association network or credit card association network (e.g., Visa, MasterCard, Discover, American Express, and the like) allowing the merchant to run a loyalty program without installing and using separate hardware.

34. An enrolled customer is identified using a POS device utilizing an ID number. The ID number is assigned a token and that information is "piggy-backed" onto a pre-defined transaction message that can be sent via a POS device over an association network or credit card association network, i.e., sales inquiry or balance information request, to the loyalty program manager's (the "Program Manager") system.

35. Once the transaction message has been received by the Program Manager's system, the Program Manager can send the merchant's system a message via a communication network indicating whether the customer's token may be used to provide loyalty program offers and rewards for the transaction and can be used for other administrative loyalty program functions.

36. The '537 Patent and the '839 Patent use the communication network (e.g., a network through which data can be exchanged between a merchant and a program manager, including the Internet, a Wide Area Network, a telephone circuit-switched network, or the like) separate and distinct from the association network or credit card association network that encompasses communications happening outside of the association network or credit card association network; thus, allowing for much more flexibility in what and how information can be transmitted.

37. Such communications outside of the association network or credit card association network can only happen after the transactions that flow over the association network or credit card association network establish a set of encoded tags so subsequent communications do not compromise cardholder data. The encoded tag flows over the association network or credit card association network to the loyalty program processor.

38. Once the encoded tags flow to the loyalty program processor, the tags allow for the transmission of additional transaction details to be sent over the association network or credit card association network to the POS terminal, cellphone, or other receiver.

Defendants' Loyalty Programs

39. Upon information and belief, Defendants introduced a multi-merchant loyalty program in 2015 (the "Plenti Program").

40. The Plenti Program granted customers one point for every dollar spent at participating merchants. The points were valid for redemption at any participating merchant within the Plenti Program network.

41. Once enrolled in the Plenti Program, customers used either a plastic membership card with a magnetic strip that could be recognized, a phone number at a retail terminal, or a special co-branded Plenti AMEX card (collectively referred to herein as a "Program Card") at a participating merchant's POS terminal or device to begin the transaction process.

42. When swiped at a participating merchant's POS terminal or device, the Program Card alerted the association network or credit card association network system.

43. The POS terminal or device then communicated the customer's information over the association network or credit card association network to the customer's loyalty account.

44. The association network or credit card association network then provided the customer with the amount of loyalty points available for redemption via the communication network separate and distinct from the association network.

45. The customer had the option of redeeming their loyalty points for the entire transaction or a portion of it.

46. The Plenti Program was only available at participating merchants.

47. The Plenti Program was terminated in or around 2018.

48. Upon information and belief, the Plenti Program was discontinued largely due to lack of sufficient profitability for participating merchants.

49. In addition to the Plenti Program, Defendants also offered a Membership Rewards Program, which is a loyalty program enabling card members to earn 1 point for every dollar spent on each eligible and enrolled American Express credit card. These points were redeemable for AMEX charges using the AMEX "Pay with Points" capability.

50. The "Pay with Points" capability infringes the '537 Patent and the '839 Patent.

51. Defendants merged the capabilities of the Plenti Program with the Membership Rewards Program utilizing "Pay with Points" (collectively with the Plenti Program, the "Loyalty Points Program").

52. The Loyalty Points Program continued utilizing the Plenti Program's participating merchants as well as other outside merchants, resolving key issues outlined in paragraph 48 herein.

53. The "Pay with Points" capability provides the ability for a Loyalty Points Program participant to use their earned points in 3 ways:

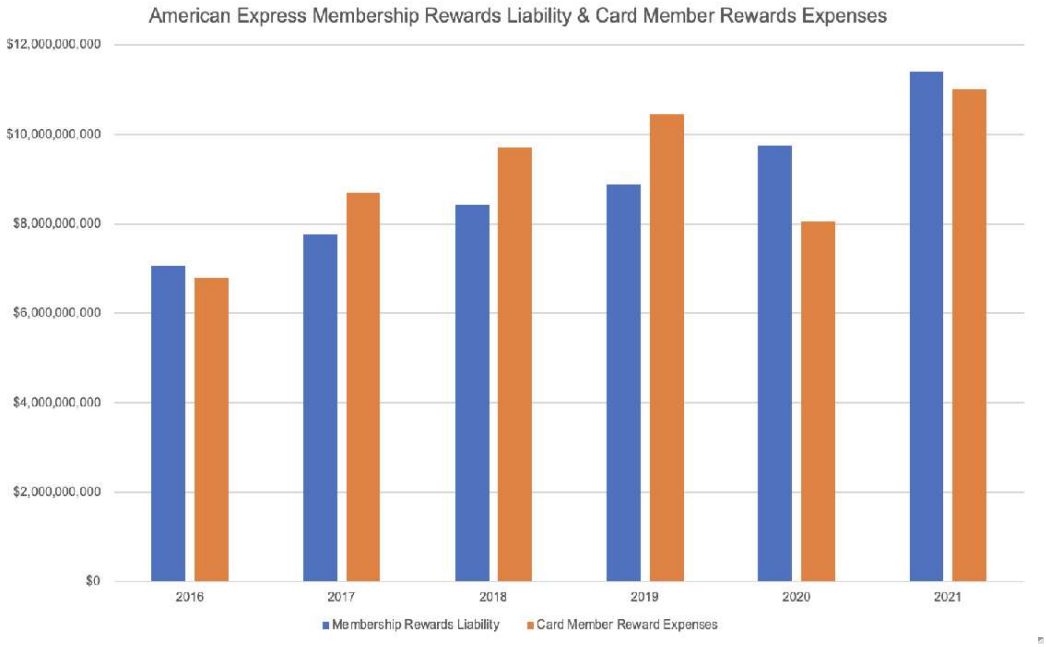
a. Paying a portion of their AMEX bill;

b. Redeeming for service or merchandise at a participating merchant; or

c. Redeeming for travel through AMEX Travel.

54. Exploitation of the '537 Patent and the '839 Patent allowed AMEX to increase revenue by enabling point spending between a third-party program and an outside merchant for the first time on an open association network or credit card association network.

55. Upon information and belief, this capability was important to AMEX and AMEX Travel because customers were accruing large numbers of points each year, and a large percentage of those points were being redeemed using the bill payment option at various redemption rates (up to a full 1 point per $.001 dollar ratio). The large and growing numbers of points created liability, as demonstrated in the below chart from an AMEX 10K statement:



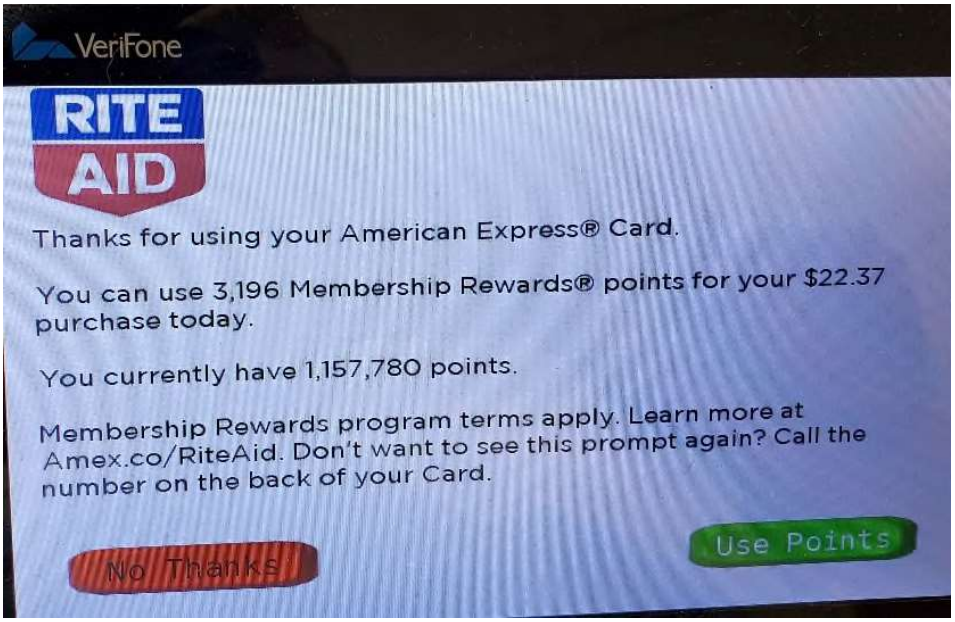
56. Upon information and belief, in an effort to maintain their 96% redemption rate, AMEX struck deals with key merchants. Upon further information and belief, AMEX and AMEX Travel drove sufficient business to these merchants, such that it was worthwhile for the merchant to participate in "Pay with Points."

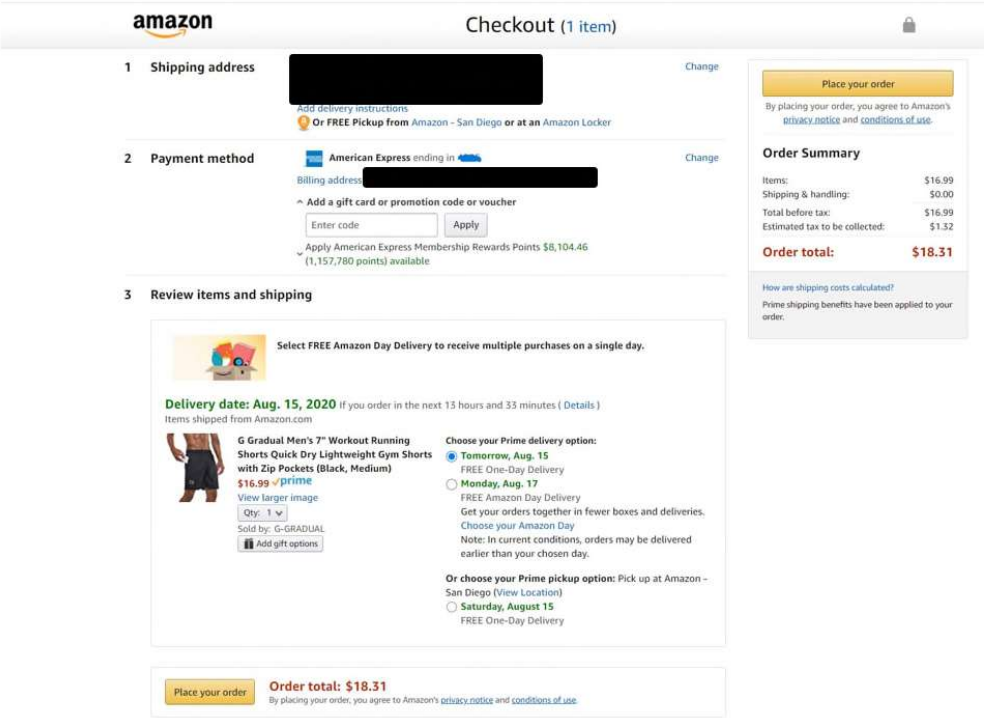
57. AMEX and AMEX Travel infringed both the '537 Patent and the '839 Patent by allowing point spending between a third party program and an outside merchant on an open association network.

58. Upon information and belief, Expedia became a merchant accepting "Pay with Points." Redemption of points was heavily discounted, thereby decreasing AMEX's point balance liabilities. All of this was accomplished by practicing and infringing the '537 Patent and the '839 Patent.

59. For the AMEX card member, "Pay with Points" using the '537 Patent and the '839 Patent significantly changed how they redeemed AMEX Membership Rewards Points.

60. At a merchant like Rite Aid, for example, AMEX card members no longer had to redeem and wait for a gift card. Instead, AMEX card members could utilize "Pay with Points" by swiping their AMEX card at the POS. Similarly, AMEX card members could use "Pay with Points" to complete purchases through ecommerce retailers such as Amazon.com. Examples of both options are illustrated below:





61. Upon information and belief, examples of other retailers participating in the "Pay with Points" program include Best Buy, Dell Technologies, Staples, Sacks Fifth Avenue, and Grubhub. Upon further information and belief, "Pay with Points" can be used to make charitable donations through companies such as JustGiving.

62. Exploitation of the '537 Patent and the '839 Patent also allowed AMEX card members to redeem points for travel through third-party merchants such as Expedia. Before "Pay with Points," points had to be redeemed for travel through either travel certificates issued by travel partners or by transferring points to travel partner accounts.

63. Utilizing the '537 Patent and the '839 Patent, AMEX now allows card members to utilize "Pay with Points" to purchase travel directly from the AMEX Travel Website (co-hosted by Expedia). "Pay with Points" can also be used to pay for travel with NYC Taxi.

64. Once enrolled in the Membership Rewards Program, AMEX card members use a

Program Card at a participating merchant's POS terminal or device to begin the transaction process.

65. When swiped at a participating merchant's POS terminal or device, the Program Card alerts the association network system that the customer is entitled to "Pay with Points" and links to the customer's M1 account. The M1 account combines multiple AMEX cards into one account so that card members can earn points from multiple cards. This enables all cards that are registered to the card member to redeem eligible points through "Pay with Points."

66. The POS terminal or device then communicates the customer's information over the association network or credit card association network to the customer's loyalty account.

67. The association network or credit card association network then provides the customer with the amount of loyalty points available for redemption via a communication network.

68. The customer can then choose to redeem their loyalty points for the entire transaction, a portion of it, or none of it.

Defendants' Infringement

69. Defendants' Plenti Program infringed on the method claimed in the '537 Patent and the '839 Patent by "piggy-backing" loyalty program information onto tokens transmittable over an association network or credit card association network using a POS device.

70. Defendants' current Loyalty Points Program's "Pay with Points" capability infringes on the process described in the '537 Patent and the '839 Patent by "piggy-backing" loyalty program information onto tokens transmittable over an association network or credit card association network using a POS terminal or device.

71. A detailed claim chart depicting Defendants' infringement on the '839 Patent is

attached as **Exhibit C**.

72. A detailed claim chart depicting Defendants' infringement on the '537 Patent is attached as **Exhibit D**.

73. As set forth below, Defendants' developer website, a screenshot of which is attached hereto as **Exhibit E**, describes the method and process of the "Pay with Points" Program, which is substantially similar to the method and process set forth inthe '537 Patent and the '839 Patent:

1. Card Member swipes Program Card at a POS terminal and customer's information is retrieved from merchants database;
2. Merchant connects with AMEX's system to authorize the transaction and obtain information regarding customer's reward points;
3. Information concerning the customer's reward points is then transmitted to the POS terminal;
4. The customer then chooses the "Pay with Points" option on the POS terminal. The customer may pay the balance in full or partially with their reward points;
5. The merchant then confirms the amount of reward points that will be used for the transaction; and
6. Merchant follows the standard transaction settlement process.

74. Defendants also provide a chart outlining the method and process that is substantially similar to the charts in the '537 Patent and the '839 Patent. *See* recreated AMEX chart attached hereto as **Exhibit F**.

75. The charts contained in the '537 Patent and the '839 Patent describe the same method and process as "Pay with Points." *See* recreated charts contained in the '537 Patent attached hereto as **Exhibit G**; recreated charts contained in the '839 Patent attached hereto as **Exhibit H.**

CAUSES OF ACTION

COUNT I
Infringement of U.S. Patent No. 10,210,537 by AMEX

76. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 75 as if fully set forth herein.

77. Upon information and belief, AMEX, through the Loyalty Points Program's components, was and is infringing the '537 Patent by using, in the United States of America and its territories, including within this judicial district, the loyalty program claims of the '537 Patent in violation of 35 U.S.C. § 271(a), (b) and (c).

78. Upon information and belief, the Loyalty Points Programs directly infringes claim 1 and 11 in the '537 Patent because they are literal to or equivalent to the claims in the '537 Patent.

79. Detailed claim allegations and source information are attached hereto as Exhibit D and its exhibits. *See* '537 Pre-Complaint Investigation Claim Chart attached as **Exhibit D**.

80. Upon information and belief, AMEX's infringement has been, and continues to be, knowing, intentional and willful.

81. Upon information and belief, AMEX infringed and will continue to infringe the '537 Patent claims by inducing, directing, and/or controlling other parties, including through a contractual relationship, to infringe the Loyalty Points Programs.

82. Upon information and belief, AMEX has directly infringed and will continue to infringe the '537 Patent through divided infringement by profiting and contracting with and/or entering into agreements with third parties concerning the operation, use and functionality of the Loyalty Points Programs.

83. Upon information and belief, AMEX or AMEX Travel and Expedia entered into at

least one of these agreements.

84. Upon information and belief, at all relevant times, AMEX controlled the use of the '537 Patent claims by third parties and with complete dominion concerning the operation, use, and functionality of the Loyalty Points Programs.

85. Similarly, to the extent third parties (e.g., merchants) formed or used the patented method, AMEX infringed one or more of the '537 Patent claims because the third parties' beneficial use of one or more of the '537 Patent claims was conditioned on using components in an infringing manner as established by AMEX.

86. Upon information and belief, AMEX's use of the Loyalty Points Programs, including control of the actions of third-party participants, constitutes direct infringement of the '537 Patent.

87. Upon information and belief, AMEX has induced infringement of one or more of the '537 Patent claims by contracting and/or entering into agreements with participating merchants, and other third parties, concerning the operation, use, and functionality of the Loyalty Points Programs with knowledge of the '537 Patent within this jurisdiction and elsewhere.

88. Upon information and belief, AMEX has contributorily infringed in this district and elsewhere in the United States by distributing the necessary information to use the '537 Patent's method for participating merchants and customers to use the infringing the Loyalty Points Programs. This information is a material part of the claims of the '537 Patent, not a staple article of commerce, has no substantial non-infringing use, and was and is practiced by AMEX with knowledge of the '537 Patent.

89. Acts by AMEX that contributed to the infringement of the '537 Patent claims include, without limitation, providing participating merchants the software necessary to utilize the

association network or credit card association network in order to communicate between the participating merchant's POS terminal or device and the loyalty program, which causes the participating merchant to connect, route, authorize, approve, decline, and record transactions for the Loyalty Points Programs.

90. As a result of AMEX's infringement of the claims of the '537 Patent, pursuant to 35 U.S.C. §284, Loyal-T suffered injury to its property in an amount to be determined, and will continue to suffer damages in the future.

91. AMEX's acts of infringement of the '537 Patent have caused and will continue to cause Loyal-T immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Loyal-T has no adequate remedy at law.

COUNT II
Infringement of U.S. Patent No. 10,210,537 by AMEX Travel

92. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 91 as if fully set forth herein.

93. Upon information and belief, AMEX Travel, through the Loyalty Points Program's components, was and is infringing the '537 Patent by using, in the United States of America and its territories, including within this judicial district, the loyalty program claims of the '537 Patent in violation of 35 U.S.C. § 271(a), (b) and (c).

94. Upon information and belief, the Loyalty Points Programs directly infringes claim 1 and 11 in the '537 Patent because they are literal to or equivalent to the claims in the '537 Patent.

95. Detailed claim allegations and source information are attached hereto as Exhibit D and its exhibits. *See* '537 Pre-Complaint Investigation Claim Chart attached as **Exhibit D**.

96. Upon information and belief, AMEX Travel's infringement has been, and continues

to be, knowing, intentional, and willful.

97. Upon information and belief, AMEX Travel infringed and will continue to infringe the '537 Patent claims by inducing, directing, and/or controlling other parties, including through a contractual relationship, to infringe the Loyalty Points Programs.

98. Upon information and belief, AMEX Travel has directly infringed and will continue to infringe the '537 Patent through divided infringement by profiting and contracting with and/or entering into agreements with third parties concerning the operation, use, and functionality of the Loyalty Points Programs.

99. Upon information and belief, AMEX or AMEX Travel and Expedia entered into at least one of these agreements.

100. Upon information and belief, at all relevant times, AMEX Travel controlled the use of the '537 Patent claims by third parties and with complete dominion concerning the operation, use, and functionality of the Loyalty Points Programs.

101. Similarly, to the extent third parties (e.g., merchants) formed or used the patented method, AMEX Travel infringed one or more of the '537 Patent claims because the third parties' beneficial use of one or more of the '537 Patent claims was conditioned on using components in an infringing manner as established by AMEX Travel.

102. Upon information and belief, AMEX Travel's use of the Loyalty Points Programs, including control of the actions of third-party participants, constitutes direct infringement of the '537 Patent.

103. Upon information and belief, AMEX Travel has induced infringement of one or more of the '537 Patent claims by contracting and/or entering into agreements with participating

merchants, and other third parties, concerning the operation, use, and functionality of the Loyalty Points Programs with knowledge of the '537 Patent within this jurisdiction and elsewhere.

104. Upon information and belief, AMEX Travel has contributorily infringed in this district and elsewhere in the United States, by distributing the necessary information to use the '537 Patent's method for participating merchants and customers to use the infringing the Loyalty Points Programs. This information is a material part of the claims of the '537 Patent, not a staple article of commerce, has no substantial non-infringing use, and was and is practiced by AMEX with knowledge of the '537 Patent.

105. Acts by AMEX Travel that contributed to the infringement of the '537 Patent claims include, without limitation, providing participating merchants the software necessary to utilize the association network or credit card association network in order to communicate between the participating merchant's POS terminal or device and the loyalty program, which causes the participating merchant to connect, route, authorize, approve, decline, and record transactions for the Loyalty Points Programs.

106. As a result of AMEX Travel's infringement of the claims of the '537 Patent, pursuant to 35 U.S.C. §284, Loyal-T suffered injury to its property in an amount to be determined, and will continue to suffer damages in the future.

107. AMEX Travel's acts of infringement of the '537 Patent have caused and will continue to cause Loyal-T immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Loyal-T has no adequate remedy at law.

COUNT III
Infringement of U.S. Patent No. 8,712,839 by AMEX

108. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 107

as if fully set forth herein.

109. Upon information and belief, AMEX, through the Loyalty Points Program's components, was and is infringing the '839 Patent by using, in the United States of America and its territories, including within this judicial district, the loyalty program claims of the '839 Patent in violation of 35 U.S.C. § 271(a), (b) and (c).

110. Upon information and belief, the Loyalty Points Programs directly infringes claim 1 in the '839 Patent because they are literal to or equivalent to the claims in the '839 Patent.

111. Detailed claim allegations and source information are attached hereto as Exhibit C and its exhibits. *See* '839 Pre-Complaint Investigation Claim Chart attached as **Exhibit C**.

112. Upon information and belief, AMEX's infringement has been, and continues to be, knowing, intentional, and willful.

113. Upon information and belief, AMEX infringed and will continue to infringe the '839 Patent claims by, inducing directing and/or controlling other parties, including through a contractual relationship, to infringe the Loyalty Points Programs.

114. Upon information and belief, AMEX has directly infringed and will continue to infringe the '839 Patent through divided infringement by profiting and contracting with and/or entering into agreements with third parties concerning the operation, use, and functionality of the Loyalty Points Programs.

115. Upon information and belief, AMEX or AMEX Travel and Expedia entered into at least one of these agreements.

116. Upon information and belief, at all relevant times, AMEX controlled the use of the '839 Patent claims by third parties and with complete dominion concerning the operation, use, and

functionality of the Loyalty Points Programs.

117. Similarly, to the extent third parties (e.g., merchants) formed or used the patented method, AMEX infringed one or more of the '839 Patent claims because the third parties' beneficial use of one or more of the '839 Patent claims was conditioned on using components in an infringing manner as established by AMEX.

118. Upon information and belief, AMEX's use of the Loyalty Points Programs, including control of the actions of third-party participants, constitutes direct infringement of the '839 Patent.

119. Upon information and belief, AMEX has induced infringement of one or more of the '839 Patent claims by contracting and/or entering into agreements with participating merchants, and other third parties, concerning the operation, use, and functionality of the Loyalty Points Programs with knowledge of the '839 Patent within this jurisdiction and elsewhere.

120. Upon information and belief, AMEX has contributorily infringed in this district and elsewhere in the United States, by distributing the necessary information to use the '839 Patent's method for participating merchants and customers to use the infringing the Loyalty Points Programs. This information is a material part of the claims of the '839 Patent, not a staple article of commerce, has no substantial non-infringing use, and was and is practiced by AMEX with knowledge of the '839 Patent.

121. Acts by AMEX that contributed to the infringement of the '839 Patent claims include, without limitation, providing participating merchants the software necessary to utilize the association network or credit card association network in order to communicate between the participating merchant's POS terminal or device and the loyalty program, which causes the participating merchant to connect, route, authorize, approve, decline, and record transactions for

the Loyalty Points Programs.

122. As a result of AMEX's infringement of the claims of the '839 Patent, pursuant to 35 U.S.C. §284, Loyal-T suffered injury to its property in an amount to be determined, and will continue to suffer damages in the future.

123. AMEX's acts of infringement of the '839 Patent have caused and will continue to cause Loyal-T immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Loyal-T has no adequate remedy at law.

COUNT IV
Infringement of U.S. Patent No. 8,712,839 by AMEX Travel

124. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 123 as if fully set forth herein.

125. Upon information and belief, AMEX Travel, through the Loyalty Points Program's components, was and is infringing the '839 Patent by using, in the United States of America and its territories, including within this judicial district, the loyalty program claims of the '839 Patent in violation of 35 U.S.C. § 271(a), (b) and (c).

126. Upon information and belief, the Loyalty Points Programs directly infringes claim 1 in the '839 Patent because they are literal to or equivalent to the claims in the '839 Patent.

127. Detailed claim allegations and source information are attached hereto as Exhibit C and its exhibits. *See* '839 Pre-Complaint Investigation Claim Chart attached as **Exhibit C**.

128. Upon information and belief, AMEX Travel's infringement has been, and continues to be, knowing, intentional, and willful.

129. Upon information and belief, AMEX Travel infringed and will continue to infringe the '839 Patent claims by inducing, directing, and/or controlling other parties, including through a

contractual relationship, to infringe the Loyalty Points Programs.

130. Upon information and belief, AMEX Travel has directly infringed and will continue to infringe the '839 Patent through divided infringement by profiting and contracting with and/or entering into agreements with third parties concerning the operation, use, and functionality of the Loyalty Points Programs.

131. Upon information and belief, AMEX or AMEX Travel and Expedia entered into at least one of these agreements.

132. Upon information and belief, at all relevant times, AMEX Travel controlled use of the '839 Patent claims by third parties and with complete dominion concerning the operation, use, and functionality of the Loyalty Points Programs.

133. Similarly, to the extent third parties (e.g., merchants) formed or used the patented method, AMEX Travel infringed one or more of the '839 Patent claims because the third parties' beneficial use of one or more of the '839 Patent claims was conditioned on using components in an infringing manner as established by AMEX Travel.

134. Upon information and belief, AMEX Travel's use of the Loyalty Points Programs, including control of the actions of third-party participants, constitutes direct infringement of the '839 Patent.

135. Upon information and belief, AMEX Travel has induced infringement of one or more of the '839 Patent claims by contracting and/or entering into agreements with participating merchants, and other third parties, concerning the operation, use and functionality of the Loyalty Points Programs with knowledge of the '839 Patent within this jurisdiction and elsewhere.

136. Upon information and belief, AMEX Travel has contributorily infringed in this

district and elsewhere in the United States, by distributing the necessary information to use the '839 Patent's method for participating merchants and customers to use the infringing the Loyalty Points Programs. This information is a material part of the claims of the '839 Patent, not a staple article of commerce, has no substantial non-infringing use, and was and is practiced by AMEX Travel with knowledge of the '839 Patent.

137. Acts by AMEX Travel that contributed to the infringement of the '839 Patent claims include, without limitation, providing participating merchants the software necessary to utilize the association network or credit card association network in order to communicate between the participating merchant's POS terminal or device and the loyalty program, which causes the participating merchant to connect, route, authorize, approve, decline, and record transactions for the Loyalty Points Programs.

138. As a result of AMEX Travel's infringement of the claims of the '839 Patent, pursuant to 35 U.S.C. §284, Loyal-T suffered injury to its property in an amount to be determined, and will continue to suffer damages in the future.

139. AMEX Travel's acts of infringement of the '839 Patent have caused and will continue to cause Loyal-T immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Loyal-T has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Loyal-T prays for the following relief:

a. A judgment declaring that Defendants have infringed, are infringing, have induced and are inducing, and have contributed and are contributing to the infringement of one or more of the claims of the '537 Patent and the '839 Patent;

b. An Order permanently enjoining Defendants and their officers, directors, agents, servants, affiliates, divisions, branches, subsidiaries, parents, licensees, successors, and assigns, and all persons acting in concert or privity with any of them, from continuing to practice and thereby infringe the '537 Patent and the '839 Patent;

c. An award of damages, costs, expenses, pre-judgment interest, and post-judgment interest as to infringement of the '537 Patent and the '839 Patent;

d. An Order accounting for damages incurred by Loyal-T; and

e. Such other relief including attorneys' fees to which it may be entitled in law or equity and which this Court deems to be just or proper.

JURY DEMAND

Pursuant to FED. R. CIV. P. 38(b) and L. CIV. R. 38.1, Plaintiff hereby demands a trial by jury on all issues so triable.

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

The undersigned counsel for Plaintiff hereby certifies that the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

Dated: May 15, 2023

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EXHIBIT A

US008712839B2

(12) **United States Patent**
Steinert et al.

(10) **Patent No.: US 8,712,839 B2**
(45) **Date of Patent: Apr. 29, 2014**

(54) **SYSTEM AND METHOD FOR MANAGING A LOYALTY PROGRAM VIA AN ASSOCIATION NETWORK INFRASTRUCTURE**

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(73) Assignee: **888Extramoney.com, LLC**, San Diego, CA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 709 days.

(21) Appl. No.: **12/782,442**

(22) Filed: **May 18, 2010**

(65) **Prior Publication Data**

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(51) **Int. Cl.**
G06Q 30/00 (2012.01)

(52) **U.S. Cl.**
USPC **705/14.1**

(58) **Field of Classification Search**
USPC 705/14
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

5,287,268	A	2/1994	McCarthy	
5,832,458	A	11/1998	Jones	
7,487,912	B2	2/2009	Seifert et al.	
7,496,524	B2	2/2009	Voltmer et al.	
2002/0077904	A1	6/2002	Ali	
2002/0082920	A1	6/2002	Austin et al.	
2002/0123926	A1	9/2002	Bushold et al.	
2003/0009393	A1 *	1/2003	Norris	705/27
2003/0158818	A1 *	8/2003	George et al.	705/64
2003/0236704	A1	12/2003	Antonucci	
2004/0181453	A1	9/2004	Ray et al.	
2004/0193485	A1	9/2004	Ilberg	
2004/0200898	A1	10/2004	Kepecs	
2005/0149394	A1	7/2005	Postrel	
2008/0033793	A1 *	2/2008	Roberts	705/14
2008/0077499	A1	3/2008	Ariff et al.	
2008/0249813	A1	10/2008	Schmeyer	
2009/0030793	A1	1/2009	Fordyce, III	
2009/0037325	A1	2/2009	Sarelson et al.	
2009/0048917	A1	2/2009	Blake et al.	
2009/0150244	A1 *	6/2009	Ciancio et al.	705/14
2010/0049651	A1 *	2/2010	Lang et al.	705/38
2011/0153406	A1 *	6/2011	Mackin et al.	705/14.35
2012/0072349	A1	3/2012	Bernstein et al.	
2013/0218658	A1 *	8/2013	Crowe et al.	705/14.33

OTHER PUBLICATIONS

USPTO, Office Action dated Jul. 6, 2012.
USPTO, Office Action dated Aug. 15, 2012.

* cited by examiner

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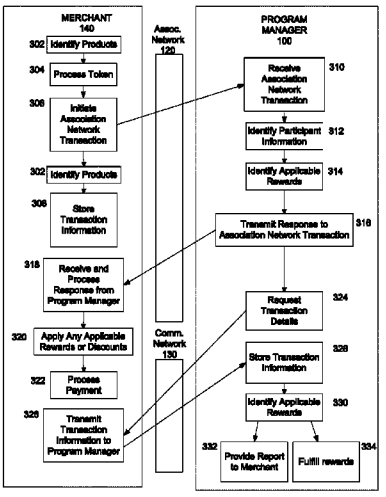
(57) **ABSTRACT**

A system and method for providing a loyalty program by utilizing a pre-existing association network. When a consumer is registered with the program, the consumer's personal information is stored in a database and associated with a token ID. The token is capable of initiating a transaction message request over an association network when used in conjunction with a merchant transaction system. A program manager is provided that includes an association network interface for receiving over the association network the transaction request message initiated by the token at a merchant, where the transaction request message includes a first set of transaction information regarding a consumer-initiated product purchase transaction. The program manager is then configured to store the first set of transaction information, transmit to the merchant a response message that includes an indication that the token cannot provide tender for a product purchase, and utilize the first set of transaction information to facilitate the identification of one or more rewards for the consumer.

19 Claims, 3 Drawing Sheets



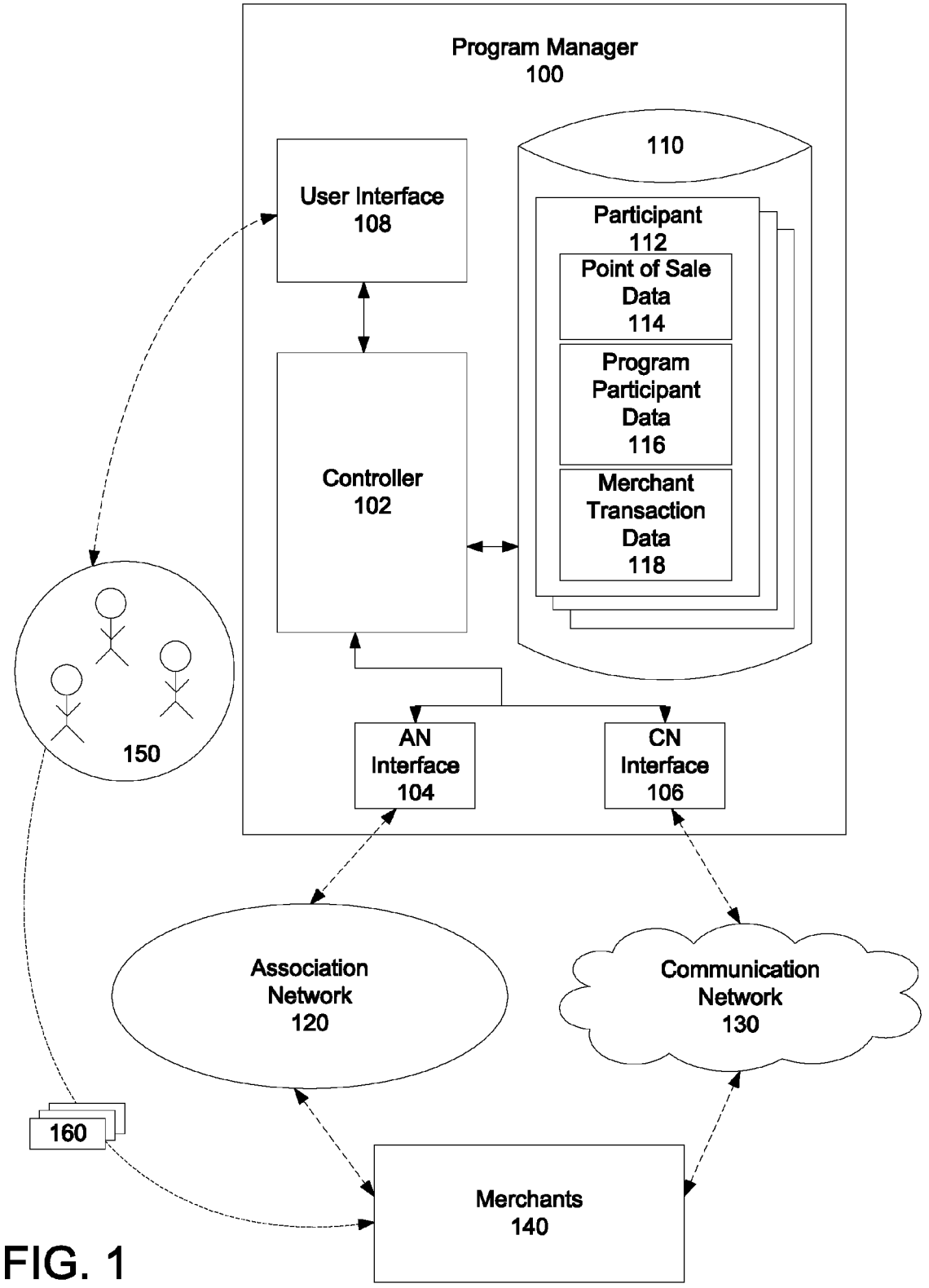

Program Manager
100
110
User Interface
108
Participant
112
Point of Sale
Data
114
Program
Participant
Data
116
Merchant
Transaction
Data
118
Controller
102
150
AN
Interface
104
CN
Interface
106
Association
Network
120
Communication
Network
130
160
Merchants
140

FIG. 1

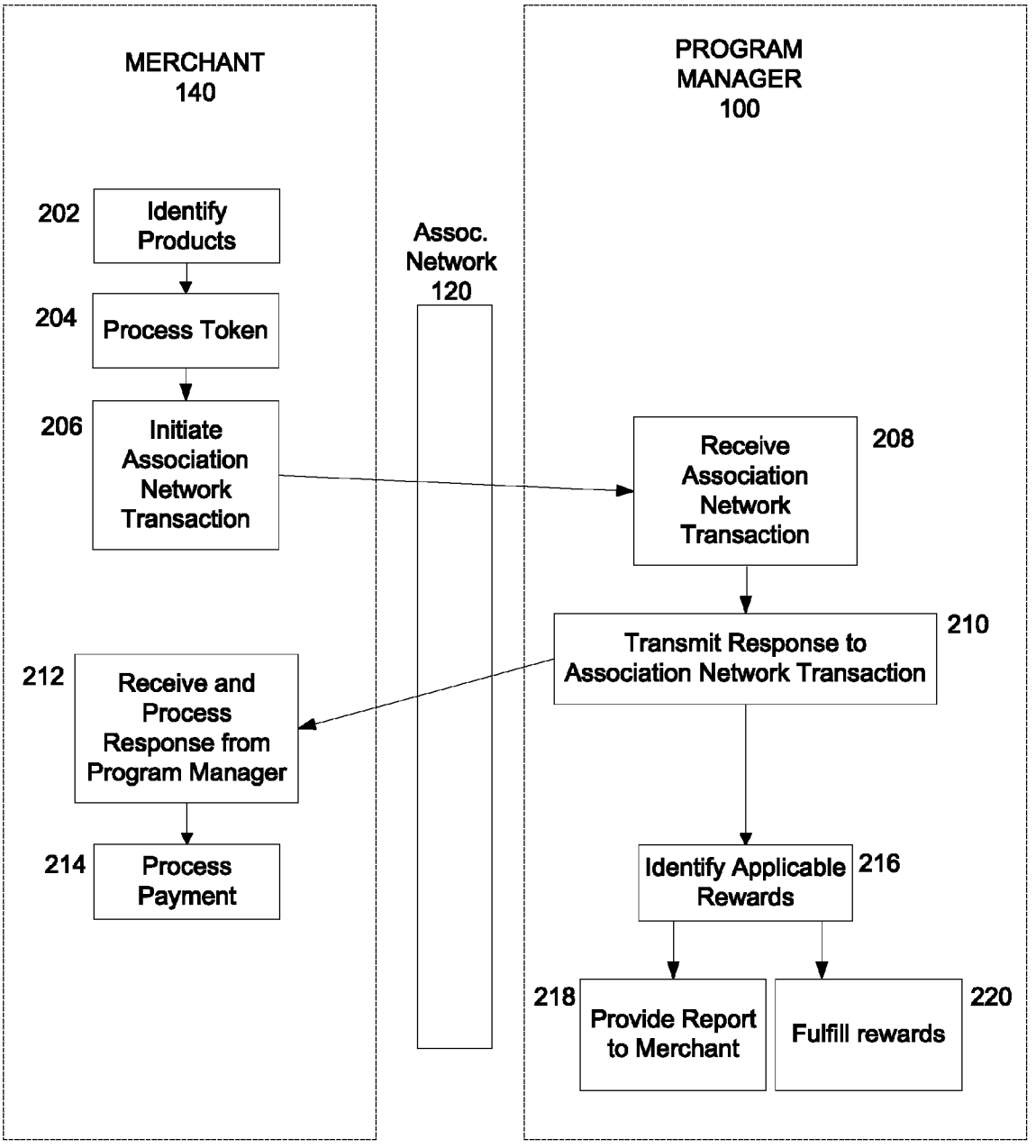

MERCHANT
140
PROGRAM
MANAGER
100
Assoc.
Network
120
202
Identify
Products
204
Process Token
206
Initiate
Association
Network
Transaction
208
Receive
Association
Network
Transaction
210
Transmit Response to
Association Network Transaction
212
Receive and
Process
Response from
Program Manager
214
Process
Payment
216
Identify Applicable
Rewards
218
Provide Report
to Merchant
220
Fulfill rewards

FIG. 2

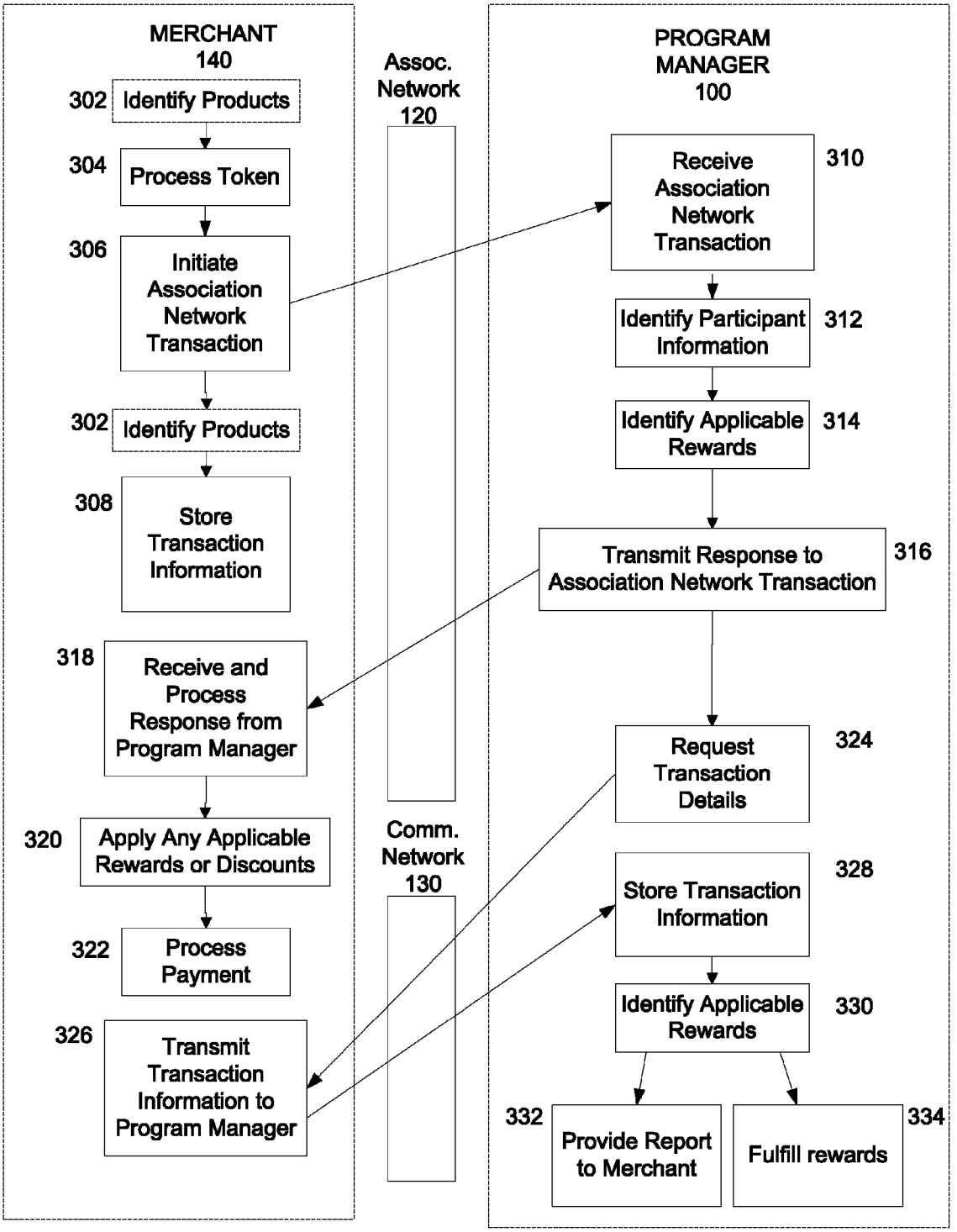

MERCHANT
140
302 Identify Products
304 Process Token
306 Initiate Association Network Transaction
302 Identify Products
308 Store Transaction Information
318 Receive and Process Response from Program Manager
320 Apply Any Applicable Rewards or Discounts
322 Process Payment
326 Transmit Transaction Information to Program Manager
Assoc. Network 120
Comm. Network 130
PROGRAM MANAGER
100
Receive Association Network Transaction
310
Identify Participant Information
312
Identify Applicable Rewards
314
Transmit Response to Association Network Transaction
316
Request Transaction Details
324
Store Transaction Information
328
Identify Applicable Rewards
330
332 Provide Report to Merchant
334 Fulfill rewards

FIG. 3

SYSTEM AND METHOD FOR MANAGING A LOYALTY PROGRAM VIA AN ASSOCIATION NETWORK INFRASTRUCTURE

TECHNICAL FIELD OF THE DISCLOSURE

The present invention relates to a loyalty and reward program, and in particular to a loyalty and reward program capable of tracking and processing rewards utilizing the pre-existing infrastructure of an association network.

BACKGROUND OF THE DISCLOSURE

In order to attract and retain customers, many merchants, such as airlines, hotels car rental companies, chain retailers, telecom providers, and the like have historically implemented frequent use programs that offer awards for incentives schemes based on purchases made by that customer. One type of loyalty program is generally referred to as a closed loop program. A closed loop program involves a single merchant database to verify and store transaction information. This database typically is built by the merchant, or subcontracted to an outside vendor for this purpose, and is operated and maintained within the IT infrastructure of the merchant or it's vendor.

In a typical closed loop program, when a customer is at a point of sale (POS) terminal they will at some point in the transaction scan their customer loyalty number (either by physically scanning a card, punching in their customer ID or using any other token that a merchant may have chosen to track customer information). This ID is then passed to the loyalty database where information about the current transaction is typically stored. Information about offers and rewards may then be passed back to be included with the current transaction in some form. After (or during) the process of scanning goods and establishing prices, the merchant could therefore potentially offer promotions. For example, a loyalty customer for a grocery store could receive a 20% discount on his purchase (or potentially a single item) based on what he purchased and contingent on the fact that he is a loyalty cardholder and had provided his loyalty number during the course of the purchase transaction. After promotions or other rewards have been established, the customer then provides tender for the transaction. Tender is often cash, credit, check and the like. In the case of credit or debit, a data flow is generated through a network association (i.e. Visa, MasterCard, Discover, American Express, etc.) to a processor and a response (approval/decline) is typically provided.

To implement a closed loop loyalty program for a merchant, unique hardware or software must be installed at the merchant's point of sale to collect user's purchase information. Because of the necessary expense of these systems, many merchants are prevented from utilizing such services and thus are very limited in the types of loyalty or promotional programs they can offer. This presents a difficult obstacle for many merchants and in particular, many local businesses have difficulty competing with regional and national chains. These businesses' fate initially depends on a local, loyal customer base. However attracting this type of customer in an area where a resource rich larger company has recently moved in or is already doing business may present a problem as the large companies can afford the overhead cost of running and administering these programs unlike many other businesses. For example, a small family owned coffee shop may want to award reward points to allow users to redeem accumulated reward points for free or discounted coffee, but they are unable to do so due to the aforementioned high costs involved. A national chain, on the other hand, may have no such issue.

Another type of loyalty program is generally referred to as an open loop program. Open loop loyalty programs are typically run by credit card issuers and aggregate rewards with a particular merchant or class of merchants (i.e. airline reward cards). In an open loop program, a customer is not able to obtain a reward or discount at the time of the purchase and is generally not rewarded for frequenting any particular merchant. In particular, after the goods have been added to the transaction and prices have been established, the customer provides their form of payment, which is typically a credit card issued by the loyalty program manager on one of the large open loop networks, such as MasterCard, VISA, American Express, Discover and the like, which heretofore have been used exclusively for transmission and approval of financial transactions. An initial authorization request is then sent from the merchant to the card processor. This is utilized to collect data for the loyalty program (which may be managed by the card processor or another entity linked to the card processor). Typically, the total amount of the purchase is collected to determine awards which may be recorded as points. An acceptance or decline of the authorization request is then transmitted back to merchant. After the transaction has settled, the program can award points based on the customers qualifying purchases. For example, if Customer X spends $Y with his Reward Credit Card, he will receive Z points towards a flight on a participating airline.

Thus, in order to obtain the benefit of an open loop system, the customer is required to only use the loyalty card (credit card) as a form of tender. Any purchases using tender other than the loyalty card are not able to be included within this type of program. Open loop programs also generally do not provide rewards specific to a merchant where the loyalty card is used, nor can they facilitate the applications of discounts or other offers at the time of purchase.

SUMMARY OF THE INVENTION

The present invention provides a system and method for providing both merchant-specific and non-merchant specific rewards through a low cost loyalty program utilizing a pre-existing association network. In one aspect, the invention may include a method comprising the steps of (1) registering a consumer with the loyalty program, where said registration includes obtaining personal information for the consumer and associating with the consumer a token capable of initiating an transaction message request over an association network when used in conjunction with a merchant transaction system; (2) receiving the transaction request message initiated by the token, where said transaction request message includes a first set of transaction information regarding a consumer-initiated product purchase transaction; (3) obtaining the first set of transaction information from the received transaction request message; (4) transmitting, to the merchant, a response message in response to the transaction request message, wherein the response message includes an indication that the token cannot provide tender for a product purchase; and (5) utilizing at least part of the first set of transaction information to facilitate the identification of one or more rewards for the consumer.

In another aspect, the present invention may also include a system having a user interface for obtaining personal information for a consumer and a token capable of initiating a transaction message request over an association network when used in conjunction with a merchant transaction sys-

tem. The system further includes an association network interface for receiving over the association network the transaction request message initiated by the token at a merchant, and transmitting to the merchant a response message in response to the transaction request message. The transaction request message may includes a first set of transaction information regarding a consumer-initiated product purchase transaction, and the response message may include an indication that the token cannot provide tender for a product purchase. The system may also include a database for storing the personal information of the consumer and the first set of transaction information. The first set of transaction information may then be utilized to facilitate the identification of one or more rewards for the consumer. In one embodiment, the system may also include a communication network interface for establishing a link with a merchant system over a communication network to obtain a second set of transaction information, which may also be utilized to facilitate the identification of rewards.

BRIEF DESCRIPTION OF THE FIGURES

Various embodiment of the disclosure are now described, by way of example only, with reference to the accompanying figures.

FIG. **1** shows one embodiment of a loyalty program system in accordance with the present invention.

FIG. **2** shows one embodiment of a process for administering and managing the loyalty program in accordance with one aspect of the present invention.

FIG. **3** shows one embodiment of a process for administering and managing the loyalty program in accordance with another aspect of the present invention.

Skilled artisans will appreciate that elements in the figures are illustrated for simplicity and clarity and have not necessarily been drawn to scale. For example, the dimensions and/or relative positioning of some of the elements in the figures may be exaggerated relative to other elements to help improve the understanding of various embodiments of the present disclosure. Also, common but well-understood elements that are useful or necessary in a commercially feasible embodiment are not often depicted in order to facilitate a less obstructed view of these various embodiments of the present disclosure. It will be further appreciated that certain actions and/or steps may be described or depicted in a particular order of occurrence while those skilled in the art will understand that such specificity with respect to sequence is not actually required. It will also be understood that the terms and expressions used herein are to be defined with respect to their corresponding respective areas of inquiry and study except where specific meaning have otherwise been set forth herein.

DETAILED DESCRIPTION OF THE DISCLOSURE

The present invention is a system and method that provides a maintainable, low cost loyalty program by utilizing a pre-existing association network, such as a credit card network (which virtually all merchants already have access to if they accept credit transactions), to track consumer information and process rewards. FIG. **1** illustrates one exemplary embodiment of a system in accordance with the present invention. In this embodiment, the system includes a program manager **100** capable of communicating with merchants **140** via an association network **120**. In accordance with the present disclosure, a merchant **140** may be any provider of products (which may be goods, services, downloadable content, etc.), including manufacturers, wholesalers, retailers, or the like, that has the capability to process transactions using an association network. An association network may be any credit card association network, such as Visa, MasterCard, Discover, American Express, and the like. It should also be understood that a credit card association network is not limited only to use by credit cards, but may also be used for debit card transactions or similar form of tender.

As will be set forth in further detail below, the program manager **100** is responsible for receiving merchant-initiated transactions from the association network **120**, responding to those transactions, and collecting information necessary to manage and implement the loyalty program. In one embodiment, this information is collected from merchant-initiated transactions over the association network **120**. Additionally, as shown in FIG. **1**, the program manager may also be capable of establishing a direct link with a merchant POS systems using a communication network **130** in order to obtain additional data following the merchant-initiated transaction. The communications network may be any network through which data can be exchanged between the merchant **140** and the program manager **100**, including the Internet, a Wide Area Network (WAN), a telephone circuit-switched network, or the like. Also, although the program manager **100** is illustrated as a single entity, it should be understood the program manager **100** may be operated by a single company or several companies cooperating together to provide the services described below.

The program manager **100**, as illustrated in FIG. **1**, may include a controller **102** for managing communications and data in accordance with the loyalty program described herein, an association network interface **104** to receive and respond to merchant-initiated transactions over the association network **120**, and a communication network interface **106** to communicate with merchant systems over the communication network **130**. The program manager **100** may also include a user interface **108** configured to permit users (also referred to herein as participants or consumers) to register with the loyalty program, manage and update their information, check their rewards, and the like. The user interface **106** may be any type of known interface, including a web site, an interactive voice response system, a proprietary widget, etc.

In one embodiment, when a consumer **150** registers to become a participant of the loyalty program they are requested to provide certain personal information. This may include their name, address, phone number, e-mail address and such. Upon registration, the participant is also provided with a token **160** having an ID number. As will be described in more detail below, the token may then be utilized by the consumer during a merchant transaction to participate in the loyalty program described herein. The token may be any element (either physical or virtual) that allows a customer to identify themselves using elements recognized by Association Networks. For example, in an embodiment where the association network is a credit card network, the token may be in the form of a card that is associated with a 16 digit code and has a magnetic strip that can be scanned at a typical merchant POS terminal similar to a credit or debit card. The token may also be in the form of a PayPass® or any other device capable of initiating an authorization request to a credit card network. In yet another embodiment, a token ID number may simply be provided to the consumer without any physical device, in which case the consumer would need to key in their token number.

As shown in FIG. **1**, a database **110** may also be provided to store participant information **112** related to each of the participants **150** of the system. The participant information

112 may include point of sale data **114**, program participant data **116**, and merchant transaction data **118**. The point of sale data **114** preferably includes information obtained from a merchant-initiated transaction transmitted over an association network **120**. The program participant data **116** preferably includes personal information provided by the participant when they registered for the loyalty program (such, as name, address, phone number, email address, and/or other personal information) as well as a token ID number associated with the participant and any other information deemed necessary to facilitate management of any particular program. The merchant transaction data **118** preferably includes detailed transaction information that was collected by the merchant at the time of the transaction, and then obtained from the merchant via a link established over the communication network **140**. Of course, it should be understood that although the database **104** is illustrated as being operated within the program manager, the database may be located at a location remote from the program manager. The database may also reside on a single server or distributed among multiple servers.

FIG. **2** illustrates one exemplary process for operating a loyalty program in accordance with the present invention. As with any purchase transaction, the merchant first identifies the products being purchased by a consumer in step **202**. For example, at a brick and mortar store, this may include scanning the products and identifying their associated price. At an on-line store, this may involve having the consumer designate the products to be purchased in a virtual "cart." The specific method of identifying the products and their associated price is not critical to the present invention.

After the products are identified, the merchant requests a form of tender from the consumer to pay for the transaction. At this point, before providing the tender, the consumer provides a token to be processed by the merchant in step **204**. For example, at a brick and mortar store, this may involve swiping a card or keying in a 16-digit code at a POS terminal, similar to a credit or debit card transaction. At an online store, this step may involve entering the 16 digit code associated with the token via a website. The consumer also preferably, but not necessarily, informs the merchant that the consumer has provided a token associated with a loyalty program.

Processing of the token initiates an association network transaction over the association network **120** in step **206**. In an embodiment where the association network **120** is a credit card network, the association network transaction may be in the form of any pre-defined transaction request message that is capable of being transmitted over the credit card network. As examples, the transaction request message may be in the form of a balance inquiry message, an active/load message, an authorization request, a partial authorization request, or the like. Unlike a typical credit card transaction, however, the transaction request message here is intended to terminate at the program manager **100** rather than a bank or other credit card issuer. In another embodiment, the transaction request message may also be a message specifically created to be used only in conjunction with the loyalty program described herein.

In step **208**, the program manager **100** receives the transaction request message and collects information embedded within the request, which is stored in database **110**. Depending on the form of the transaction request message, the collected information may include, for example, the price of the identified products, an identifier of the merchant from which the request was sent, an identifier of the POS terminal from which the request was sent, the time stamp associated with the transaction request message, and/or the ID number associated with the processed token. The transaction information is therefore preferably sufficient to associate a particular purchase transaction with a particular merchant. Additionally, as the program manager **100** also already possesses personal data regarding the consumer (which includes the token ID number), the transaction information (which also includes the token ID number) is also sufficient to associate the purchase transaction with the consumer.

In step **212**, the program manager **100** provides a response to the transaction request message, and sends the response back to the merchant via the association network **120**. In an embodiment where the association network **120** is a credit card network, the response preferably provides an indication that the token cannot be used as tender to pay for the transaction. For example if the transaction request message was a balance inquiry message, the response would preferably indicate a balance of zero (0) dollars. Similarly, if the transaction request message was an authorization request, the response would preferably be in the form of a "decline transaction" message to indicate that the authorization request was denied. Since the various types of pre-defined transaction request and response messages described herein are well-known in the art, their formation and transmission are not discussed in further detail here.

When the merchant receives the response message, the merchant will generally inform the consumer of the event and request that a different form of payment be provided. In step **214**, the merchant will then process the transaction using a proper form of payment to complete the transaction, such as an actual credit card, a debit card, cash, or the like.

In step **216**, the program manager **100** may then utilize the POS information obtained from the initiated authorization transaction to determine whether the consumer is entitled to any rewards, such as coupons, discounts, promotions, or the like. The program manager may also provide a report (either electronically or physically) to the merchant in step **220** indicating the consumer's activity, or fulfill the rewards (directly, or through a third party) in step **222**. The rewards may be processed and provided to the consumer in any manner and the present invention is not intended to be limited to any type of reward or method for providing them to the consumer.

Thus, in accordance with the process described in FIG. **2**, the program manager **100** is capable of collecting sufficient information to facilitate a loyalty program for a merchant or a group of merchants (either cooperating with another or not) without requiring any modification of any merchant's purchase processes or POS systems. The collected information is also stored completely within the systems of the loyalty program, and may in fact be accomplished without any cooperation on the part of the merchant, and without requiring the merchant to provide any information other than what is communicated when the consumer's token is processed. Indeed, as would be understood from the above, the merchant may have no knowledge regarding when or what transaction information has been captured by the program manager **100**.

FIG. **3** illustrates another embodiment of a process for operating a loyalty program in accordance with the present invention. Like the process described in FIG. **2**, the process of FIG. **3** is configured to utilize existing transaction codes defined within an association network to communicate POS transaction information from the merchant to the program manager **100**. However, unlike the process in FIG. **2**, the process of FIG. **3** describes a loyalty program where the merchant is capable of further providing additional purchase transaction details to the program manager **100** after the purchase is complete, as well as potentially receiving informa-

tion during the purchase transaction that may facilitate offers or other actions during the purchase.

As in step **202** above, the merchant identifies the products being purchased by the consumer, and their associated price, in step **302**. However, in the embodiment illustrated in FIG. **3**, step **302** may be performed either before or after the consumer's token is processed. In step **304**, the participant's token is processed (either by swiping a card, keying in a number, or the like) and an association network transaction is initiated by the merchant in step **306**, which causes a transaction request message to be transmitted to the program manager **100**. At least part of the transmitted transaction information is then also stored by the merchant POS terminal in step **308**, along with additional details of the transaction, such as SKU numbers, specific prices of each product involved in the transaction, and the like. As will be described in more detail below, this is done so that a linking tag can later be established between the merchant's systems and the program manager **100**.

In one embodiment, the transaction request message may be in the form of an authorization request, a partial authorization request, an active/load transaction message or another type of pre-defined association network transaction request message capable of identifying a dollar amount. If the products, and their associated price amounts, were identified before the authorization request was initiated, the transaction message may then include the price total of the transaction (along with an identifier of the merchant from which the request was sent, an identifier of the POS terminal from which the request was sent, the time stamp associated with the transaction request, and/or the ID number associated with the processed token). However, if the products, and their associated price, were not identified before the transaction message was submitted, the identified amount may simply be either a predetermined dollar amount or a randomly generated dollar amount.

Of course, it should be understood that while it may be beneficial to utilize a transaction request message capable of identifying a dollar amount, it is contemplated that the transaction message may also be in the from of other pre-defined messages, such as a balance inquiry message, that do not identify a dollar amount information in the merchant-initiated request message but may be capable of identifying a dollar amount in the response message. As described below, such transaction requests messages may, depending on the requirements of the system, facilitate certain functionality of the loyalty program due to the additional information carried in the related response message.

In step **310**, the program manager **100** receives the transaction request message from the merchant. The program manager **100** may then identify certain participant information associated with the token ID transmitted in the transaction message in step **312**. For example, if provided with promotional details and codes for a merchant in advance, the program manager **100** may be configured to identify whether the participant qualifies for any specific rewards to be applied to the current transaction in step **314**. In step **316**, the program manager **100** sends a response message back to the merchant, preferably in a form that is appropriate in responding to the message type utilized for the initiated transaction message. The response message is then received by the merchant in step **318**

Once received, the response message may also be used by the merchant's systems to facilitate a real-time generation of loyalty or promotional rewards as part of the transaction in step **320**. For instance, the response message may provide specifics about the customer's reward status within the loyalty or promotion program that can be then used to drive specific offers or actions within the transaction. The specific details for determining what offers or actions to take may reside either within the program manager (in which case the information identifying the rewards is transmitted a part of the response) or within the merchant's system (in which case the merchant uses the provided information to identify the appropriate reward).

For example, in an embodiment where the transaction request message initiated by processing of the token by a merchant is in the form of a balance inquiry transaction message, a partial authorization request, or the like, the response message may include a dollar amount typically used to identify a card balance. For purposes of this invention, however, this dollar amount may be generated based on information the program manager **100** has obtained regarding the consumer, the current transaction, and/or past transaction, and may then be used by the merchant to facilitate promotion activities. For instance, in response to receiving a balance inquiry message initiated at a merchant that processes a token, the program manager **100** may determine that the consumer should be given a 10% discount on the current transaction. The response message may then include a dollar amount of "10" in the balance field of the message to indicate to the merchant that a 10% discount should be applied. The dollar amount may also be used to provide other information. For example, the balance amount identified in the response message may be indicative of a status level of the consumer, provide an indication of the number of transactions the consumer has made at the merchant (or group of merchants), or other information that may be utilized in facilitating promotional programs.

Of course, it is understood that similar benefits may be obtained using other transaction message request types (either pre-existing message types that are typically used for credit card transactions, or custom message types designed for use only with the loyalty program) so long as the response message is configured to include one or more fields that can be updated on demand by the program manager **100**. The field used to provide information within a response message also need not be a numerical field, but may be any updatable field so long as the merchant system is configured to receive and interpret the transmitted information appropriately. For example, in one embodiment, a response message may include one or more fields to identify to the merchant more detailed rewards information, or the name, address, email, phone number, or other consumer information.

After the program manager **100** has received the POS information in step **310**, the program manager **100** has sufficient information to identify a particular purchase transaction within the merchant's databases at a later time. Accordingly, in step **325**, the program manager initiates a link between the program manager and the merchant's system, over communication network **130**, to request additional transaction details. In one embodiment, this is accomplished by the program manager **100** transmitting a file or other communication to the merchant with sufficient information to identify a particular purchase transaction (or batch of transaction). This information may include the POS terminal ID, date, time and potentially amount of the transaction. In step **326**, the merchant then locates the specified transaction and communicates its details (such as SKU level detail) back to the program manager, which stores the transaction information in step **328**.

The additional transaction information may then be used to further facilitate the identification of rewards, which may then be provided to the merchant in step **334** or fulfilled by the program manager **100** on behalf of the merchant in step **336**.

The additional transaction information may therefore enable the implementation of loyalty or promotion programs that can include offers tying specific products, merchants and/or time periods together.

In one embodiment, this additional transaction information may also provide the program manager **100** with the ability to detect and respond to potential program abuses by consumers or others. For example, the transaction details obtained from the merchant in step **330** can be compared and validated against the transaction information collected by the program manager in step **310**. This validation may be valuable to ensure that a consumer is not given undeserved credit for a transaction that was initiated but never completed. This validation would also establish a solid audit trail of all potentially qualifying transactions in a loyalty or promotion program, thus facilitating the effective and efficient resolution of any customer queries related thereto.

Based on the above description, it is evident that the present loyalty program system and method provide numerous advantages over traditional programs. Unlike traditional programs, the present invention allows collection of data from any merchants connected to an association network, with no (or minimal) special hardware or software required, and in some cases even without the knowledge or cooperation of the merchant.

The approach described herein also facilitates a wide variety of potential programs. For example, loyalty programs can be established that group merchants in an almost limitless number of potential configurations (geographic, store type, manufacture or supplier base, etc.). Because merchant transaction data can be collected without the merchant's participation, the present invention would also allow for the development of a customer database for a merchant with some level of purchase history already collected before the merchant has even signed up for a loyalty program.

Through the processes described above, the program manager is also capable of offering a variety of valuable services within a single loyalty program. For instance, reporting of customer behavior can be provided to the merchant and used for a variety of marketing and promotional activities. Analysis (both real-time and after the fact) of qualifying purchases against various program rules and parameters can be performed to determine offers, awards or other actions to be taken with regard to a particular customer and/or transaction. The program manager **100** can also utilize the obtained information to fulfill the actual awards or offers to the customer on behalf of the merchant (or group of merchants, either cooperating or not).

The flexibility of the system described herein also permits consumers to redeem rewards in any one of multiple ways. For example, depending on the configuration of the system, the participant may redeem awards earned from the transaction with the merchant at the time of the transaction or at a later time, or may redeem the rewards with another merchant in the same marketing cluster, or may aggregate those offers or rewards with those of other merchants into an exchange account and then redeem the aggregated rewards for goods or services from any approved merchant on the network. The participant's reward account data may also be utilized by the merchant so that the merchant may target additional marketing efforts at the user.

It should also be understood that the data flows described above are such that only the program manager can fully manage the loyalty program. This is because the merchant only knows details of the token being processed and the specific purchases made within their stores. The merchant therefore has no ability to link any particular purchase with any particular customer or to group purchases by customer or any other program parameters (like purchases that customer X made between the dates of Y and Z). This is because the customer details collected when the customer signed up for the loyalty or promotion program are required to link the information from the POS initiated association network transaction as well as the additional transaction information obtained via a link over a communication network.

Further advantages and modifications of the above described system and method will readily occur to those skilled in the art. The disclosure, in its broader aspects, is therefore not limited to the specific details, representative system and methods, and illustrative examples shown and described above. Various modifications and variations can be made to the above specification without departing from the scope or spirit of the present disclosure, and it is intended that the present disclosure cover all such modifications and variations provided they come within the scope of the following claims and their equivalents.

What is claimed is:

1. A method for providing a loyalty program comprising:

registering a consumer with the loyalty program, said registration including obtaining personal information from the consumer and associating with the consumer a token to initiate a transaction request over an association network when used in conjunction with a merchant transaction system, wherein the token is associated with a form of tender;

receiving by a processor the transaction request initiated by the token from the merchant transaction system, said transaction request, containing information sufficient to identify the token and a transaction, wherein the transaction request is transmitted over the association network;

determining, by the processor, that the token cannot be used as tender to pay for the transaction and then determining whether the consumer is entitled to any rewards from the loyalty program in response to receiving the transaction request initiated by the token;

transmitting by the processor, via the association network a message to the merchant transaction system, indicating any applicable rewards and indicating that the token cannot be used as tender in response to the receiving the transaction request initiated by the token;

receiving, by the processor, from the merchant transaction system, additional details of the transaction stored at the merchant transaction system, during or after completion of the transaction tied to the token that cannot be used as tender, wherein the additional details of the transaction are transmitted over a communications network separate and distinct from the association network;

matching, by the processor, the information in the transaction request to the additional details of the transaction; and

transmitting any additional rewards to the consumer in response to the matching of the information in the transaction request to the additional details of the transaction.

2. The method of claim **1** wherein the association network is a credit card network.

3. The method of claim **2** wherein the token is associated with a 16 digit code.

4. The method of claim **2** wherein the token is a card having a magnetic strip.

5. The method of claim **3** wherein the transaction request includes information indicating the 16 digit code associated with the token.

6. The method of claim 5 wherein the transaction request includes information indicating at least one of a merchant or the merchant transaction system from which the transaction request was transmitted.

7. The method of claim 5 wherein the transaction request includes a dollar amount related to the consumer initiated product purchase transaction.

8. The method of claim 5 wherein the transaction request includes a time stamp.

9. The method of claim 2 wherein the transaction request is one of an authorization request message, a partial authorization request message, an active/load transaction message, or a balance inquiry message.

10. The method of claim 2 wherein the message includes information to facilitate identification of one or more rewards for the consumer.

11. The method of claim 10 wherein the message includes information to be used by a merchant to identify whether the consumer qualifies for a reward to be applied to the transaction.

12. The method of claim 10 wherein the message includes information that identifies whether the consumer qualifies for a reward to be applied to the transaction.

13. The method of claim 12 wherein the message includes a dollar amount value, the dollar amount value being indicative of a reward to be provided to the consumer.

14. The method of claim 1 further including initiating a link with the merchant transaction system over a communication network and requesting, from the merchant transaction system, additional details of the transaction for the consumer initiated product purchase transaction.

15. The method of claim 14 wherein the additional details of the transaction in the merchant transaction system is identified based on a previously received transaction request.

16. The method of claim 14 wherein the additional details of the transaction includes details of the products involved in the consumer initiated product purchase transaction.

17. The method of claim 14 further including utilizing at least part of the additional details of the transaction to facilitate identification of one or more rewards for the consumer.

18. The method of claim 1 further comprising transmitting the message by the processor to the merchant transaction system indicating that the consumer is entitled to a reward.

19. The method of claim 18, wherein the message is transmitted by the processor to the merchant transaction system before processing the transaction using a proper form of payment.

* * * * *

EXHIBIT B

US010210537B2

(12) **United States Patent**
Steinart et al.

(10) **Patent No.: US 10,210,537 B2**
(45) **Date of Patent: *Feb. 19, 2019**

(54) **SYSTEM AND METHOD FOR MANAGING A LOYALTY PROGRAM VIA AN ASSOCIATION NETWORK INFRASTRUCTURE**

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(73) Assignee: **LOYAL-T SYSTEMS LLC**, Dover, DE (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 448 days.

This patent is subject to a terminal disclaimer.

(21) Appl. No.: **14/978,364**

(22) Filed: **Dec. 22, 2015**

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(Continued)

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G06Q 30/02 (2012.01)

(52) **U.S. Cl.**
CPC ***G06Q 30/0207*** (2013.01); ***G06Q 30/02*** (2013.01); ***G06Q 30/0222*** (2013.01);
(Continued)

(58) **Field of Classification Search**
CPC G06Q 30/0207
(Continued)

(56) **References Cited**

U.S. PATENT DOCUMENTS

8,332,290 B1 * 12/2012 Venturo G06Q 30/00 705/33

OTHER PUBLICATIONS

Daniels, Fonda J; Figgins, Timothy Earl; Kumhyr, David Bruce; Senegal, John Kenneth, Verifying Financial Services Card Transactions Using Tags (Year: 2010).*

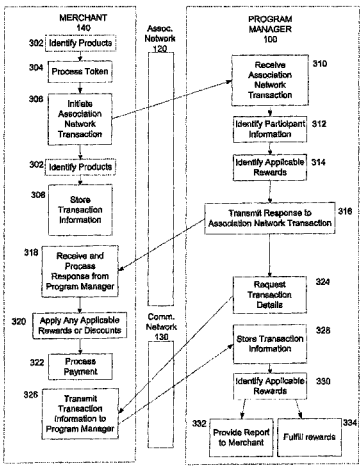
* cited by examiner

Primary Examiner — Matthew L Hamilton
(74) *Attorney, Agent, or Firm* — Klintworth & Rozenblat IP LLP

(57) **ABSTRACT**

A system and method for providing a loyalty program by utilizing a pre-existing association network. When a consumer is registered with the program, the consumer's personal information is stored in a database and associated with a token ID. The token is capable of initiating a transaction message request over an association network when used in conjunction with a merchant transaction system. A program manager is provided that includes an association network interface for receiving over the association network the transaction request message initiated by the token at a merchant, where the transaction request message includes a first set of transaction information regarding a consumer-initiated product purchase transaction. The program manager is then configured to store the first set of transaction information, transmit to the merchant a response message that includes an indication that the token cannot provide tender for a product purchase, and utilize the first set of transaction information to facilitate the identification of one or more rewards for the consumer.

20 Claims, 3 Drawing Sheets

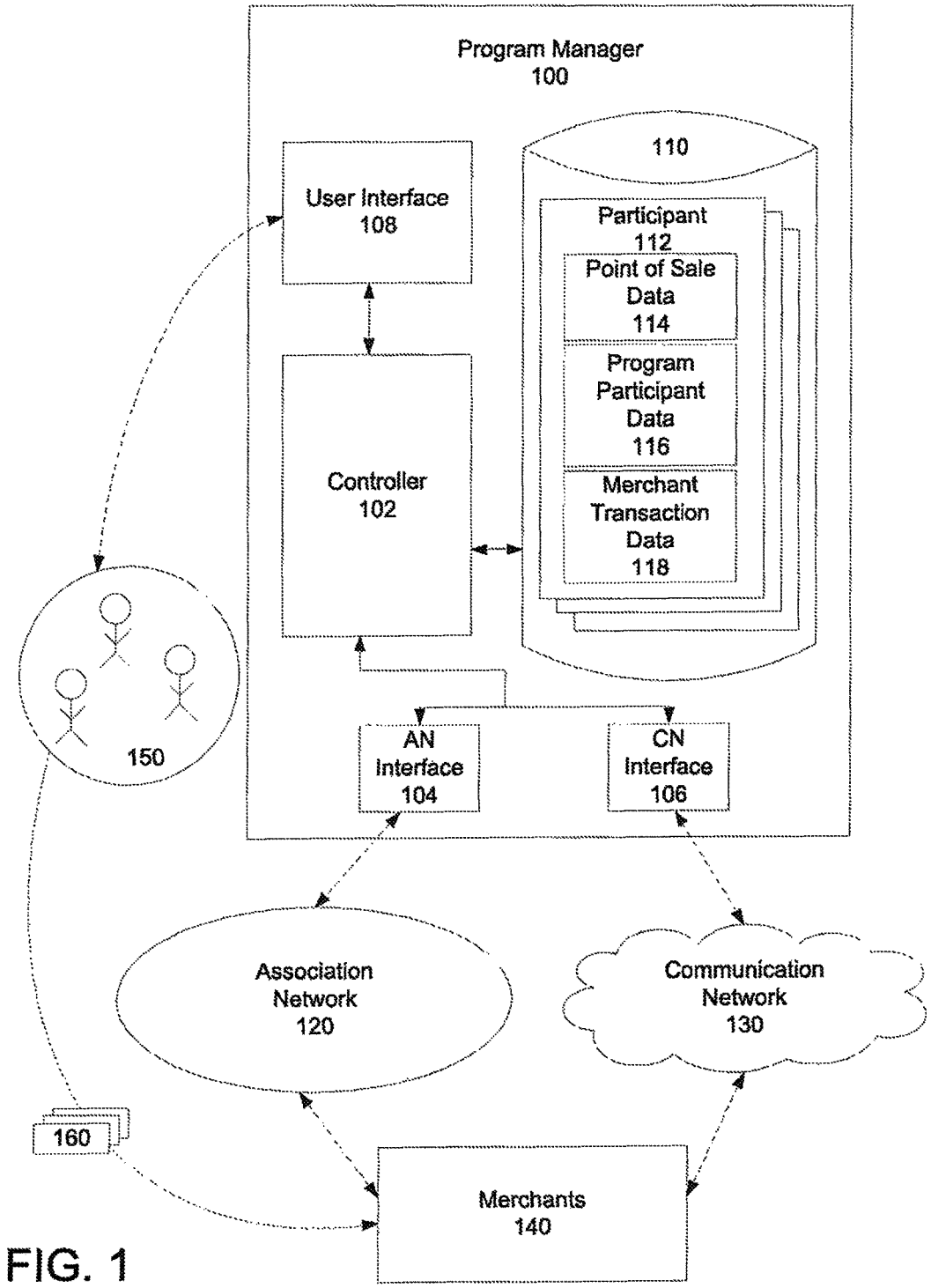


Related U.S. Application Data

No. 13/433,052, filed on Mar. 28, 2012, which is a continuation of application No. 13/371,756, filed on Feb. 13, 2012, which is a continuation of application No. 12/782,442, filed on May 18, 2010, now Pat. No. 8,712,839.

(52) **U.S. Cl.**
CPC ***G06Q 30/0224*** (2013.01); ***G06Q 30/0225*** (2013.01); ***G06Q 30/0226*** (2013.01); ***G06Q 30/0233*** (2013.01); ***G06Q 30/0238*** (2013.01); *G06Q 2220/00* (2013.01)

(58) **Field of Classification Search**
USPC 705/14
See application file for complete search history.


Program Manager
100
110
User Interface
108
Participant
112
Point of Sale
Data
114
Program
Participant
Data
116
Merchant
Transaction
Data
118
Controller
102
150
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Interface
104
CN
Interface
106
Association
Network
120
Communication
Network
130
160
Merchants
140

FIG. 1

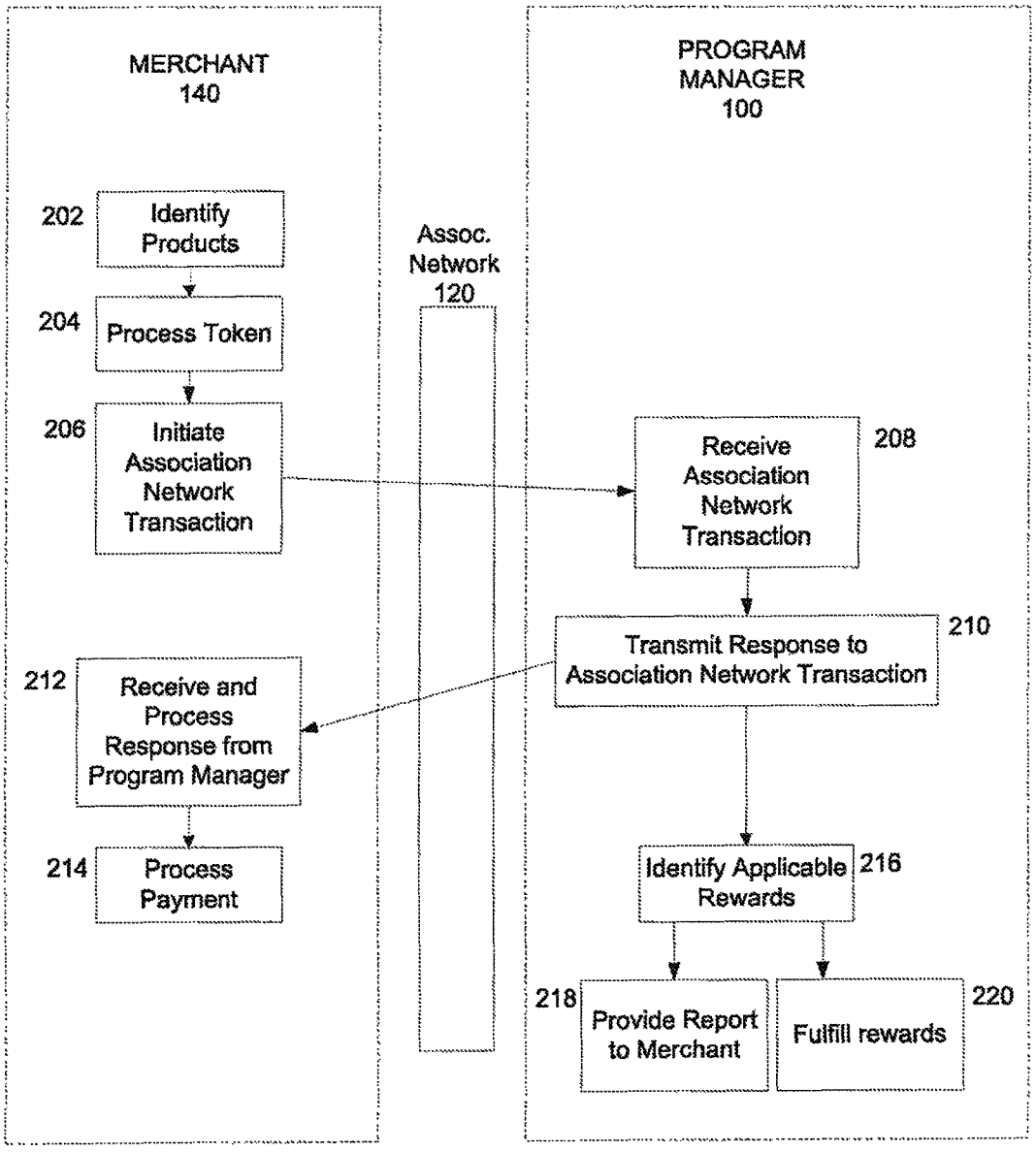

MERCHANT
140
PROGRAM
MANAGER
100
Assoc.
Network
120
202
Identify
Products
204
Process Token
206
Initiate
Association
Network
Transaction
208
Receive
Association
Network
Transaction
210
Transmit Response to
Association Network Transaction
212
Receive and
Process
Response from
Program Manager
214
Process
Payment
216
Identify Applicable
Rewards
218
Provide Report
to Merchant
220
Fulfill rewards

FIG. 2

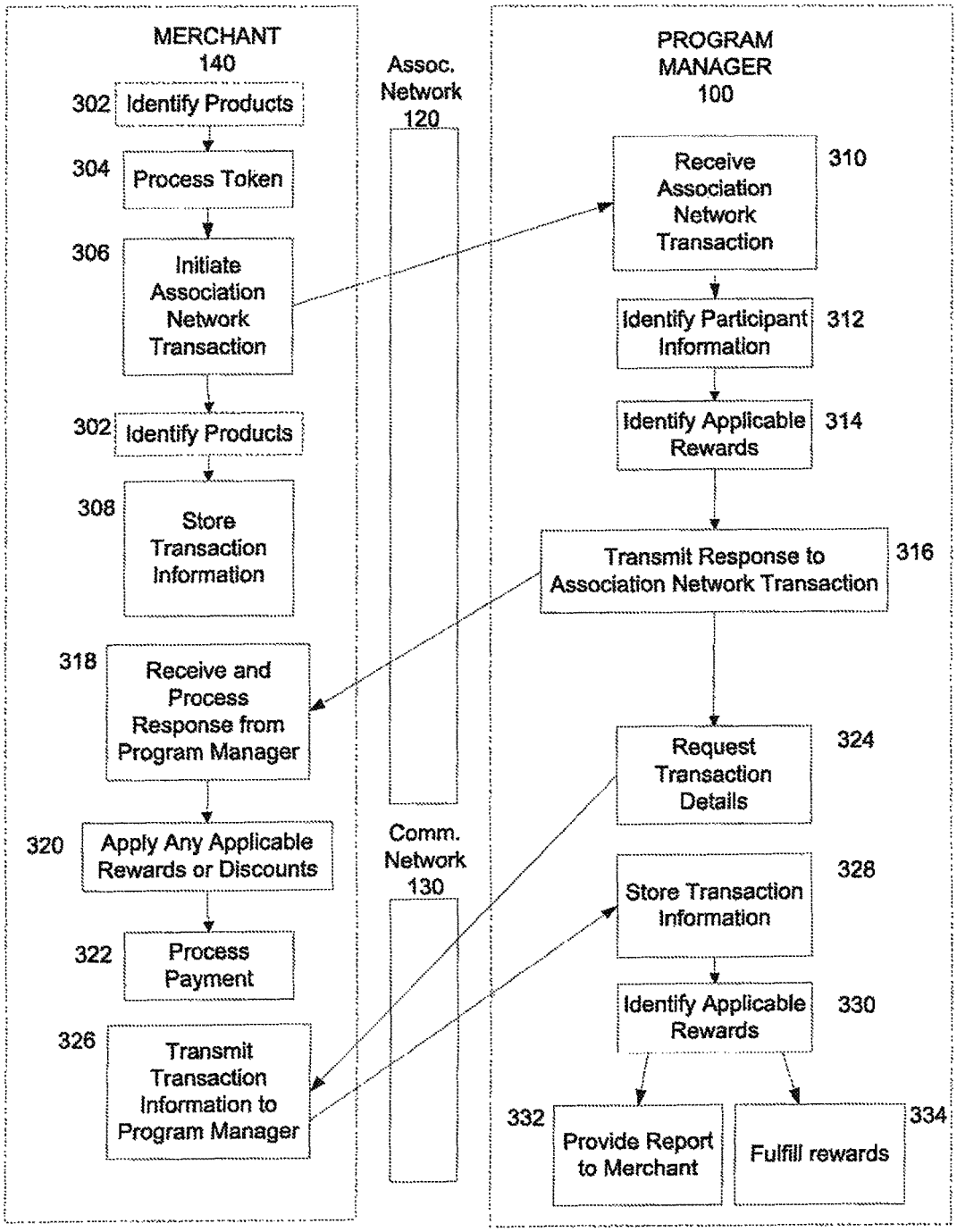

MERCHANT
140
302 Identify Products
304 Process Token
306 Initiate Association Network Transaction
302 Identify Products
308 Store Transaction Information
318 Receive and Process Response from Program Manager
320 Apply Any Applicable Rewards or Discounts
322 Process Payment
326 Transmit Transaction Information to Program Manager
Assoc. Network 120
Comm. Network 130
PROGRAM MANAGER
100
Receive Association Network Transaction 310
Identify Participant Information 312
Identify Applicable Rewards 314
Transmit Response to Association Network Transaction 316
Request Transaction Details 324
Store Transaction Information 328
Identify Applicable Rewards 330
332 Provide Report to Merchant
334 Fulfill rewards

FIG. 3

SYSTEM AND METHOD FOR MANAGING A LOYALTY PROGRAM VIA AN ASSOCIATION NETWORK INFRASTRUCTURE

CROSS-REFERENCE TO RELATED APPLICATIONS

The present application is a continuation of U.S. Ser. No. 14/574,923, filed Dec. 18, 2014, which is a continuation of U.S. Ser. No. 13/433,052, filed Mar. 28, 2012, which is a continuation of U.S. Ser. No. 13/371,756, filed on Feb. 13, 2012, which is a continuation of U.S. Ser. No. 12/782,442, filed on May 18, 2010, now U.S. Pat. No. 8,712,839, the contents of all of these non provisional U.S. applications are incorporated herein by reference in their entirety.

TECHNICAL FIELD OF THE DISCLOSURE

The present invention relates to a loyalty and reward program, and in particular to a loyalty and reward program capable of tracking and processing rewards utilizing the pre-existing infrastructure of an association network.

BACKGROUND OF THE DISCLOSURE

In order to attract and retain customers, many merchants, such as airlines, hotels car rental companies, chain retailers, telecom providers, and the like have historically implemented frequent use programs that offer awards for incentives schemes based on purchases made by that customer. One type of loyalty program is generally referred to as a closed loop program. A closed loop program involves a single merchant database to verify and store transaction information. This database typically is built by the merchant, or subcontracted to an outside vendor for this purpose, and is operated and maintained within the IT infrastructure of the merchant or it's vendor.

In a typical closed loop program, when a customer is at a point of sale (POS) terminal they will at some point in the transaction scan their customer loyalty number (either by physically scanning a card, punching in their customer ID or using any other token that a merchant may have chosen to track customer information). This ID is then passed to the loyalty database where information about the current transaction is typically stored. Information about offers and rewards may then be passed back to be included with the current transaction in some form. After (or during) the process of scanning goods and establishing prices, the merchant could therefore potentially offer promotions. For example, a loyalty customer for a grocery store could receive a 20% discount on his purchase (or potentially a single item) based on what he purchased and contingent on the fact that he is a loyalty cardholder and had provided his loyalty number during the course of the purchase transaction. After promotions or other rewards have been established, the customer then provides tender for the transaction. Tender is often cash, credit, check and the like. In the case of credit or debit, a data flow is generated through a network association (i.e. Visa, MasterCard, Discover, American Express, etc.) to a processor and a response (approval/decline) is typically provided.

To implement a closed loop loyalty program for a merchant, unique hardware or software must be installed at the merchant's point of sale to collect user's purchase information. Because of the necessary expense of these systems, many merchants are prevented from utilizing such services

and thus are very limited in the types of loyalty or promotional programs they can offer. This presents a difficult obstacle for many merchants and in particular, many local businesses have difficulty competing with regional and national chains. These businesses' fate initially depends on a local, loyal customer base. However attracting this type of customer in an area where a resource rich larger company has recently moved in or is already doing business may present a problem as the large companies can afford the overhead cost of running and administering these programs unlike many other businesses. For example, a small family owned coffee shop may want to award reward points to allow users to redeem accumulated reward points for free or discounted coffee, but they are unable to do so due to the aforementioned high costs involved. A national chain, on the other hand, may have no such issue.

Another type of loyalty program is generally referred to as an open loop program. Open loop loyalty programs are typically run by credit card issuers and aggregate rewards with a particular merchant or class of merchants (i.e. airline reward cards). In an open loop program, a customer is not able to obtain a reward or discount at the time of the purchase and is generally not rewarded for frequenting any particular merchant. In particular, after the goods have been added to the transaction and prices have been established, the customer provides their form of payment, which is typically a credit card issued by the loyalty program manager on one of the large open loop networks, such as MasterCard, VISA, American Express, Discover and the like, which heretofore have been used exclusively for transmission and approval of financial transactions. An initial authorization request is then sent from the merchant to the card processor. This is utilized to collect data for the loyalty program (which may be managed by the card processor or another entity linked to the card processor). Typically, the total amount of the purchase is collected to determine awards which may be recorded as points. An acceptance or decline of the authorization request is then transmitted back to merchant. After the transaction has settled, the program can award points based on the customers qualifying purchases. For example, if Customer X spends $Y with his Reward Credit Card, he will receive Z points towards a flight on a participating airline.

Thus, in order to obtain the benefit of an open loop system, the customer is required to only use the loyalty card (credit card) as a form of tender. Any purchases using tender other than the loyalty card are not able to be included within this type of program. Open loop programs also generally do not provide rewards specific to a merchant where the loyalty card is used, nor can they facilitate the applications of discounts or other offers at the time of purchase.

SUMMARY OF THE INVENTION

The present invention provides a system and method for providing both merchant-specific and non-merchant specific rewards through a low cost loyalty program utilizing a pre-existing association network. In one aspect, the invention may include a method comprising the steps of (1) registering a consumer with the loyalty program, where said registration includes obtaining personal information for the consumer and associating with the consumer a token capable of initiating an transaction message request over an association network when used in conjunction with a merchant transaction system; (2) receiving the transaction request message initiated by the token, where said transaction request message includes a first set of transaction informa-

tion regarding a consumer-initiated product purchase transaction; (3) obtaining the first set of transaction information from the received transaction request message; (4) transmitting, to the merchant, a response message in response to the transaction request message, wherein the response message includes an indication that the token cannot provide tender for a product purchase; and (5) utilizing at least part of the first set of transaction information to facilitate the identification of one or more rewards for the consumer.

In another aspect, the present invention may also include a system having a user interface for obtaining personal information for a consumer and a token capable of initiating a transaction message request over an association network when used in conjunction with a merchant transaction system. The system further includes an association network interface for receiving over the association network the transaction request message initiated by the token at a merchant, and transmitting to the merchant a response message in response to the transaction request message. The transaction request message may includes a first set of transaction information regarding a consumer-initiated product purchase transaction, and the response message may include an indication that the token cannot provide tender for a product purchase. The system may also include a database for storing the personal information of the consumer and the first set of transaction information. The first set of transaction information may then be utilized to facilitate the identification of one or more rewards for the consumer. In one embodiment, the system may also include a communication network interface for establishing a link with a merchant system over a communication network to obtain a second set of transaction information, which may also be utilized to facilitate the identification of rewards.

BRIEF DESCRIPTION OF THE FIGURES

Various embodiment of the disclosure are now described, by way of example only, with reference to the accompanying figures.

FIG. **1** shows one embodiment of a loyalty program system in accordance with the present invention.

FIG. **2** shows one embodiment of a process for administering and managing the loyalty program in accordance with one aspect of the present invention.

FIG. **3** shows one embodiment of a process for administering and managing the loyalty program in accordance with another aspect of the present invention.

Skilled artisans will appreciate that elements in the figures are illustrated for simplicity and clarity and have not necessarily been drawn to scale. For example, the dimensions and/or relative positioning of some of the elements in the figures may be exaggerated relative to other elements to help improve the understanding of various embodiments of the present disclosure. Also, common but well-understood elements that are useful or necessary in a commercially feasible embodiment are not often depicted in order to facilitate a less obstructed view of these various embodiments of the present disclosure. It will be further appreciated that certain actions and/or steps may be described or depicted in a particular order of occurrence while those skilled in the art will understand that such specificity with respect to sequence is not actually required. It will also be understood that the terms and expressions used herein are to be defined with respect to their corresponding respective areas of inquiry and study except where specific meaning have otherwise been set forth herein.

DETAILED DESCRIPTION OF THE DISCLOSURE

The present invention is a system and method that provides a maintainable, low cost loyalty program by utilizing a pre-existing association network, such as a credit card network (which virtually all merchants already have access to if they accept credit transactions), to track consumer information and process rewards. FIG. **1** illustrates one exemplary embodiment of a system in accordance with the present invention. In this embodiment, the system includes a program manager **100** capable of communicating with merchants **140** via an association network **120**. In accordance with the present disclosure, a merchant **140** may be any provider of products (which may be goods, services, downloadable content, etc.), including manufacturers, wholesalers, retailers, or the like, that has the capability to process transactions using an association network. An association network may be any credit card association network, such as Visa, MasterCard, Discover, American Express, and the like. It should also be understood that a credit card association network is not limited only to use by credit cards, but may also be used for debit card transactions or similar form of tender.

As will be set forth in further detail below, the program manager **100** is responsible for receiving merchant-initiated transactions from the association network **120**, responding to those transactions, and collecting information necessary to manage and implement the loyalty program. In one embodiment, this information is collected from merchant-initiated transactions over the association network **120**. Additionally, as shown in FIG. **1**, the program manager may also be capable of establishing a direct link with a merchant POS systems using a communication network **130** in order to obtain additional data following the merchant-initiated transaction. The communications network may be any network through which data can be exchanged between the merchant **140** and the program manager **100**, including the Internet, a Wide Area Network (WAN), a telephone circuit-switched network, or the like. Also, although the program manager **100** is illustrated as a single entity, it should be understood the program manager **100** may be operated by a single company or several companies cooperating together to provide the services described below.

The program manager **100**, as illustrated in FIG. **1**, may include a controller **102** for managing communications and data in accordance with the loyalty program described herein, an association network interface **104** to receive and respond to merchant-initiated transactions over the association network **120**, and a communication network interface **106** to communicate with merchant systems over the communication network **130**. The program manager **100** may also include a user interface **108** configured to permit users (also referred to herein as participants or consumers) to register with the loyalty program, manage and update their information, check their rewards, and the like. The user interface **106** may be any type of known interface, including a web site, an interactive voice response system, a proprietary widget, etc.

In one embodiment, when a consumer **150** registers to become a participant of the loyalty program they are requested to provide certain personal information. This may include their name, address, phone number, e-mail address and such. Upon registration, the participant is also provided

with a token **160** having an ID number. As will be described in more detail below, the token may then be utilized by the consumer during a merchant transaction to participate in the loyalty program described herein. The token may be any element (either physical or virtual) that allows a customer to identify themselves using elements recognized by Association Networks. For example, in an embodiment where the association network is a credit card network, the token may be in the form of a card that is associated with a 16 digit code and has a magnetic strip that can be scanned at a typical merchant POS terminal similar to a credit or debit card. The token may also be in the form of a PayPass® or any other device capable of initiating an authorization request to a credit card network. In yet another embodiment, a token ID number may simply be provided to the consumer without any physical device, in which case the consumer would need to key in their token number.

As shown in FIG. **1**, a database **110** may also be provided to store participant information **112** related to each of the participants **150** of the system. The participant information **112** may include point of sale data **114**, program participant data **116**, and merchant transaction data **118**. The point of sale data **114** preferably includes information obtained from a merchant-initiated transaction transmitted over an association network **120**. The program participant data **116** preferably includes personal information provided by the participant when they registered for the loyalty program (such, as name, address, phone number, email address, and/or other personal information) as well as a token ID number associated with the participant and any other information deemed necessary to facilitate management of any particular program. The merchant transaction data **118** preferably includes detailed transaction information that was collected by the merchant at the time of the transaction, and then obtained from the merchant via a link established over the communication network **140**. Of course, it should be understood that although the database **104** is illustrated as being operated within the program manager, the database may be located at a location remote from the program manager. The database may also reside on a single server or distributed among multiple servers.

FIG. **2** illustrates one exemplary process for operating a loyalty program in accordance with the present invention. As with any purchase transaction, the merchant first identifies the products being purchased by a consumer in step **202**. For example, at a brick and mortar store, this may include scanning the products and identifying their associated price. At an on-line store, this may involve having the consumer designate the products to be purchased in a virtual "cart." The specific method of identifying the products and their associated price is not critical to the present invention.

After the products are identified, the merchant requests a form of tender from the consumer to pay for the transaction. At this point, before providing the tender, the consumer provides a token to be processed by the merchant in step **204**. For example, at a brick and mortar store, this may involve swiping a card or keying in a 16-digit code at a POS terminal, similar to a credit or debit card transaction. At an online store, this step may involve entering the 16 digit code associated with the token via a website. The consumer also preferably, but not necessarily, informs the merchant that the consumer has provided a token associated with a loyalty program.

Processing of the token initiates an association network transaction over the association network **120** in step **206**. In an embodiment where the association network **120** is a credit card network, the association network transaction may be in the form of any pre-defined transaction request message that is capable of being transmitted over the credit card network. As examples, the transaction request message may be in the form of a balance inquiry message, an active/load message, an authorization request, a partial authorization request, or the like. Unlike a typical credit card transaction, however, the transaction request message here is intended to terminate at the program manager **100** rather than a bank or other credit card issuer. In another embodiment, the transaction request message may also be a message specifically created to be used only in conjunction with the loyalty program described herein.

In step **208**, the program manager **100** receives the transaction request message and collects information embedded within the request, which is stored in database **110**. Depending on the form of the transaction request message, the collected information may include, for example, the price of the identified products, an identifier of the merchant from which the request was sent, an identifier of the POS terminal from which the request was sent, the time stamp associated with the transaction request message, and/or the ID number associated with the processed token. The transaction information is therefore preferably sufficient to associate a particular purchase transaction with a particular merchant. Additionally, as the program manager **100** also already possesses personal data regarding the consumer (which includes the token ID number), the transaction information (which also includes the token ID number) is also sufficient to associate the purchase transaction with the consumer.

In step **212**, the program manager **100** provides a response to the transaction request message, and sends the response back to the merchant via the association network **120**. In an embodiment where the association network **120** is a credit card network, the response preferably provides an indication that the token cannot be used as tender to pay for the transaction. For example if the transaction request message was a balance inquiry message, the response would preferably indicate a balance of zero (0) dollars. Similarly, if the transaction request message was an authorization request, the response would preferably be in the form of a "decline transaction" message to indicate that the authorization request was denied. Since the various types of pre-defined transaction request and response messages described herein are well-known in the art, their formation and transmission are not discussed in further detail here.

When the merchant receives the response message, the merchant will generally inform the consumer of the event and request that a different form of payment be provided. In step **214**, the merchant will then process the transaction using a proper form of payment to complete the transaction, such as an actual credit card, a debit card, cash, or the like.

In step **216**, the program manager **100** may then utilize the POS information obtained from the initiated authorization transaction to determine whether the consumer is entitled to any rewards, such as coupons, discounts, promotions, or the like. The program manager may also provide a report (either electronically or physically) to the merchant in step **220** indicating the consumer's activity, or fulfill the rewards (directly, or through a third party) in step **222**. The rewards may be processed and provided to the consumer in any manner and the present invention is not intended to be limited to any type of reward or method for providing them to the consumer.

Thus, in accordance with the process described in FIG. **2**, the program manager **100** is capable of collecting sufficient information to facilitate a loyalty program for a merchant or

a group of merchants (either cooperating with another or not) without requiring any modification of any merchant's purchase processes or POS systems. The collected information is also stored completely within the systems of the loyalty program, and may in fact be accomplished without any cooperation on the part of the merchant, and without requiring the merchant to provide any information other than what is communicated when the consumer's token is processed. Indeed, as would be understood from the above, the merchant may have no knowledge regarding when or what transaction information has been captured by the program manager **100**.

FIG. **3** illustrates another embodiment of a process for operating a loyalty program in accordance with the present invention. Like the process described in FIG. **2**, the process of FIG. **3** is configured to utilize existing transaction codes defined within an association network to communicate POS transaction information from the merchant to the program manager **100**. However, unlike the process in FIG. **2**, the process of FIG. **3** describes a loyalty program where the merchant is capable of further providing additional purchase transaction details to the program manager **100** after the purchase is complete, as well as potentially receiving information during the purchase transaction that may facilitate offers or other actions during the purchase.

As in step **202** above, the merchant identifies the products being purchased by the consumer, and their associated price, in step **302**. However, in the embodiment illustrated in FIG. **3**, step **302** may be performed either before or after the consumer's token is processed. In step **304**, the participant's token is processed (either by swiping a card, keying in a number, or the like) and an association network transaction is initiated by the merchant in step **306**, which causes a transaction request message to be transmitted to the program manager **100**. At least part of the transmitted transaction information is then also stored by the merchant POS terminal in step **308**, along with additional details of the transaction, such as SKU numbers, specific prices of each product involved in the transaction, and the like. As will be described in more detail below, this is done so that a linking tag can later be established between the merchant's systems and the program manager **100**.

In one embodiment, the transaction request message may be in the form of an authorization request, a partial authorization request, an active/load transaction message or another type of pre-defined association network transaction request message capable of identifying a dollar amount. If the products, and their associated price amounts, were identified before the authorization request was initiated, the transaction message may then include the price total of the transaction (along with an identifier of the merchant from which the request was sent, an identifier of the POS terminal from which the request was sent, the time stamp associated with the transaction request, and/or the ID number associated with the processed token). However, if the products, and their associated price, were not identified before the transaction message was submitted, the identified amount may simply be either a predetermined dollar amount or a randomly generated dollar amount.

Of course, it should be understood that while it may be beneficial to utilize a transaction request message capable of identifying a dollar amount, it is contemplated that the transaction message may also be in the from of other pre-defined messages, such as a balance inquiry message, that do not identify a dollar amount information in the merchant-initiated request message but may be capable of identifying a dollar amount in the response message. As described below, such transaction requests messages may, depending on the requirements of the system, facilitate certain functionality of the loyalty program due to the additional information carried in the related response message.

In step **310**, the program manager **100** receives the transaction request message from the merchant. The program manager **100** may then identify certain participant information associated with the token ID transmitted in the transaction message in step **312**. For example, if provided with promotional details and codes for a merchant in advance, the program manager **100** may be configured to identify whether the participant qualifies for any specific rewards to be applied to the current transaction in step **314**. In step **316**, the program manager **100** sends a response message back to the merchant, preferably in a form that is appropriate in responding to the message type utilized for the initiated transaction message. The response message is then received by the merchant in step **318**

Once received, the response message may also be used by the merchant's systems to facilitate a real-time generation of loyalty or promotional rewards as part of the transaction in step **320**. For instance, the response message may provide specifics about the customer's reward status within the loyalty or promotion program that can be then used to drive specific offers or actions within the transaction. The specific details for determining what offers or actions to take may reside either within the program manager (in which case the information identifying the rewards is transmitted a part of the response) or within the merchant's system (in which case the merchant uses the provided information to identify the appropriate reward).

For example, in an embodiment where the transaction request message initiated by processing of the token by a merchant is in the form of a balance inquiry transaction message, a partial authorization request, or the like, the response message may include a dollar amount typically used to identify a card balance. For purposes of this invention, however, this dollar amount may be generated based on information the program manager **100** has obtained regarding the consumer, the current transaction, and/or past transaction, and may then be used by the merchant to facilitate promotion activities. For instance, in response to receiving a balance inquiry message initiated at a merchant that processes a token, the program manager **100** may determine that the consumer should be given a 10% discount on the current transaction. The response message may then include a dollar amount of "10" in the balance field of the message to indicate to the merchant that a 10% discount should be applied. The dollar amount may also be used to provide other information. For example, the balance amount identified in the response message may be indicative of a status level of the consumer, provide an indication of the number of transactions the consumer has made at the merchant (or group of merchants), or other information that may be utilized in facilitating promotional programs.

Of course, it is understood that similar benefits may be obtained using other transaction message request types (either pre-existing message types that are typically used for credit card transactions, or custom message types designed for use only with the loyalty program) so long as the response message is configured to include one or more fields that can be updated on demand by the program manager **100**. The field used to provide information within a response message also need not be a numerical field, but may be any updatable field so long as the merchant system is configured to receive and interpret the transmitted information appro-

priately. For example, in one embodiment, a response message may include one or more fields to identify to the merchant more detailed rewards information, or the name, address, email, phone number, or other consumer information.

After the program manager **100** has received the POS information in step **310**, the program manager **100** has sufficient information to identify a particular purchase transaction within the merchant's databases at a later time. Accordingly, in step **325**, the program manager initiates a link between the program manager and the merchant's system, over communication network **130**, to request additional transaction details. In one embodiment, this is accomplished by the program manager **100** transmitting a file or other communication to the merchant with sufficient information to identify a particular purchase transaction (or batch of transaction). This information may include the POS terminal ID, date, time and potentially amount of the transaction. In step **326**, the merchant then locates the specified transaction and communicates its details (such as SKU level detail) back to the program manager, which stores the transaction information in step **328**.

The additional transaction information may then be used to further facilitate the identification of rewards, which may then be provided to the merchant in step **334** or fulfilled by the program manager **100** on behalf of the merchant in step **336**. The additional transaction information may therefore enable the implementation of loyalty or promotion programs that can include offers tying specific products, merchants and/or time periods together.

In one embodiment, this additional transaction information may also provide the program manager **100** with the ability to detect and respond to potential program abuses by consumers or others. For example, the transaction details obtained from the merchant in step **330** can be compared and validated against the transaction information collected by the program manager in step **310**. This validation may be valuable to ensure that a consumer is not given undeserved credit for a transaction that was initiated but never completed. This validation would also establish a solid audit trail of all potentially qualifying transactions in a loyalty or promotion program, thus facilitating the effective and efficient resolution of any customer queries related thereto.

Based on the above description, it is evident that the present loyalty program system and method provide numerous advantages over traditional programs. Unlike traditional programs, the present invention allows collection of data from any merchants connected to an association network, with no (or minimal) special hardware or software required, and in some cases even without the knowledge or cooperation of the merchant.

The approach described herein also facilitates a wide variety of potential programs. For example, loyalty programs can be established that group merchants in an almost limitless number of potential configurations (geographic, store type, manufacture or supplier base, etc.). Because merchant transaction data can be collected without the merchant's participation, the present invention would also allow for the development of a customer database for a merchant with some level of purchase history already collected before the merchant has even signed up for a loyalty program.

Through the processes described above, the program manager is also capable of offering a variety of valuable services within a single loyalty program. For instance, reporting of customer behavior can be provided to the merchant and used for a variety of marketing and promotional activities. Analysis (both real-time and after the fact) of qualifying purchases against various program rules and parameters can be performed to determine offers, awards or other actions to be taken with regard to a particular customer and/or transaction. The program manager **100** can also utilize the obtained information to fulfill the actual awards or offers to the customer on behalf of the merchant (or group of merchants, either cooperating or not).

The flexibility of the system described herein also permits consumers to redeem rewards in any one of multiple ways. For example, depending on the configuration of the system, the participant may redeem awards earned from the transaction with the merchant at the time of the transaction or at a later time, or may redeem the rewards with another merchant in the same marketing cluster, or may aggregate those offers or rewards with those of other merchants into an exchange account and then redeem the aggregated rewards for goods or services from any approved merchant on the network. The participant's reward account data may also be utilized by the merchant so that the merchant may target additional marketing efforts at the user.

It should also be understood that the data flows described above are such that only the program manager can fully manage the loyalty program. This is because the merchant only knows details of the token being processed and the specific purchases made within their stores. The merchant therefore has no ability to link any particular purchase with any particular customer or to group purchases by customer or any other program parameters (like purchases that customer X made between the dates of Y and Z). This is because the customer details collected when the customer signed up for the loyalty or promotion program are required to link the information from the POS initiated association network transaction as well as the additional transaction information obtained via a link over a communication network.

Further advantages and modifications of the above described system and method will readily occur to those skilled in the art. The disclosure, in its broader aspects, is therefore not limited to the specific details, representative system and methods, and illustrative examples shown and described above. Various modifications and variations can be made to the above specification without departing from the scope or spirit of the present disclosure, and it is intended that the present disclosure cover all such modifications and variations provided they come within the scope of the following claims and their equivalents.

What is claimed is:

1. A computer implemented method for providing a loyalty program, comprising:

scanning, using a card reader in a point-of-sale (POS) terminal of a merchant transaction system, a loyalty card having a token retained in the loyalty card, wherein the token allows a consumer to identify themselves using predefined elements;

receiving, by the POS terminal, the token from the loyalty card, wherein the loyalty card does not provide tender for payment for a corresponding transaction, and wherein the loyalty card is separate and apart from a payment card used to provide payment for the corresponding transaction;

transmitting, by the POS terminal, a transaction request message for the corresponding sales transaction;

receiving, by a loyalty program processor, the transaction request message, the transaction request message initiated by the token from the merchant transaction system, wherein the transaction request message contains information sufficient to identify the token and the

corresponding transaction, and wherein the transaction request message is transmitted over a credit card association network, wherein the token allows the consumer to identify themselves using the predefined elements recognized by the credit card association network;

transmitting, by the loyalty program processor, a reward or other response message, to the POS terminal in response to receiving the transaction request message;

scanning, using the card reader of the POS terminal, the payment card of the consumer to tender payment for the corresponding transaction;

receiving, by the loyalty program processor, additional details of the corresponding transaction from the merchant transaction system and matching the additional details of the corresponding transaction with the transaction request message, the additional details received over a communication network separate and distinct from the credit card association network; and

identifying, by the loyalty program processor, applicable rewards for the consumer based on the received additional details of the corresponding transaction from the merchant transaction system;

validating, by the loyalty program processor, the applicable rewards for the consumer in response to receiving the additional details of the corresponding transaction, to confirm that the consumer is not given undeserved reward for a corresponding transaction not completed.

2. The computer implemented method of claim **1**, wherein the token is an element that allows a consumer to identify themselves using the predefined elements recognized by the credit card association network.

3. The computer implemented method of claim **1**, wherein the token is an ID number.

4. The computer implemented method of claim **1**, wherein the token is a credit card number.

5. The computer implemented method of claim **1** further comprising processing of the token to initiate association network transaction over the credit card association network.

6. The computer implemented method of claim **5**, wherein the credit card association network transaction is in a form of a pre-defined transaction request message that is capable of being transmitted over the credit card association network.

7. The computer implemented method of claim **1** further comprising establishing a linking tag between the merchant transaction system and the loyalty program processor, wherein the loyalty program processor initiates a link between the loyalty program processor and the merchant transaction system to request additional transaction details.

8. The computer implemented method of claim **7**, wherein the additional details of the corresponding transaction allows the loyalty program processor to detect and respond to potential program abuses by a consumer.

9. The computer implemented method of claim **1**, wherein the consumer redeems awards earned from the corresponding transaction with a merchant at a time of the corresponding transaction or at a later time, wherein the consumer redeems the rewards with another merchant, or the consumer aggregates the rewards with rewards of other merchants into an exchange account and then redeems an aggregated reward for goods or services from an approved merchant.

10. The computer implemented method of claim **1**, wherein the merchant has no ability to link any particular purchase with any particular consumer or to group purchases by consumer.

11. A computer implemented method for providing a loyalty program, comprising:

receiving, by a point of sale (POS) terminal of a merchant transaction system, a token that allows a consumer to identify themselves using predefined elements, wherein the receipt of the token by the POS terminal is facilitated by physical scanning of a loyalty card;

transmitting, by the POS terminal of the merchant transaction system, a transaction request message for a sales transaction, wherein the transaction request message is transmitted over a credit card association network;

receiving, by a loyalty program processor, the corresponding transaction request message initiated by the token from the merchant transaction system, wherein the transaction request message contains information sufficient to identify the token and the corresponding transaction, and wherein the token cannot be used as tender to pay for the corresponding transaction;

transmitting, by the loyalty program processor, a reward or other response message, to the POS terminal in response to receiving the transaction request message;

scanning, using the card scanner of the POS terminal, a payment card of the consumer to tender payment for the corresponding transaction;

wherein the token is at least one of an ID number or a credit card number, permits a consumer to identify themselves using predefined elements recognized by the credit card association network;

receiving, by the loyalty program processor, additional details of the corresponding transaction and matching the additional details of the corresponding transaction with the corresponding transaction request message so as to identify applicable rewards for the consumer, the additional details received over a communication network separate and distinct from the credit card association network; and

validating, by the loyalty program processor, the applicable rewards for the consumer in response to receiving the additional details of the corresponding transaction, to confirm that the consumer is not given undeserved reward for a corresponding transaction not completed.

12. The computer implemented method of claim **11**, wherein the token is an element that allows a consumer to identify themselves using the predefined elements recognized by the credit card association network.

13. The computer implemented method of claim **11**, wherein the token is an ID number.

14. The computer implemented method of claim **11**, wherein the token is a credit card number.

15. The computer implemented method of claim **11** further comprising processing of the token to initiate a credit card association network transaction over the credit card association network.

16. The computer implemented method of claim **15**, wherein the credit card association network transaction is in a form of a pre-defined transaction request message that is capable of being transmitted over the credit card association network.

17. The computer implemented method of claim **11** further comprising establishing a linking tag between the merchant transaction system and the loyalty program processor, wherein the loyalty program processor initiates a link between the loyalty program processor and the merchant transaction system to request additional transaction details.

18. The computer implemented method of claim **17**, wherein the additional details of the corresponding transac-

tion information allows the loyalty program processor to detect and respond to potential program abuses by a consumer.

19. The computer implemented method of claim **11**, wherein the consumer redeems awards earned from the corresponding transaction with a merchant at a time of the corresponding transaction or at a later time, redeems rewards with another merchant, or aggregates the rewards with rewards of other merchants into an exchange account and then redeems an aggregated reward for goods or services from an approved merchant.

20. The computer implemented method of claim **11**, wherein the merchant has no ability to link any particular purchase with any particular consumer or to group purchases by the consumer.

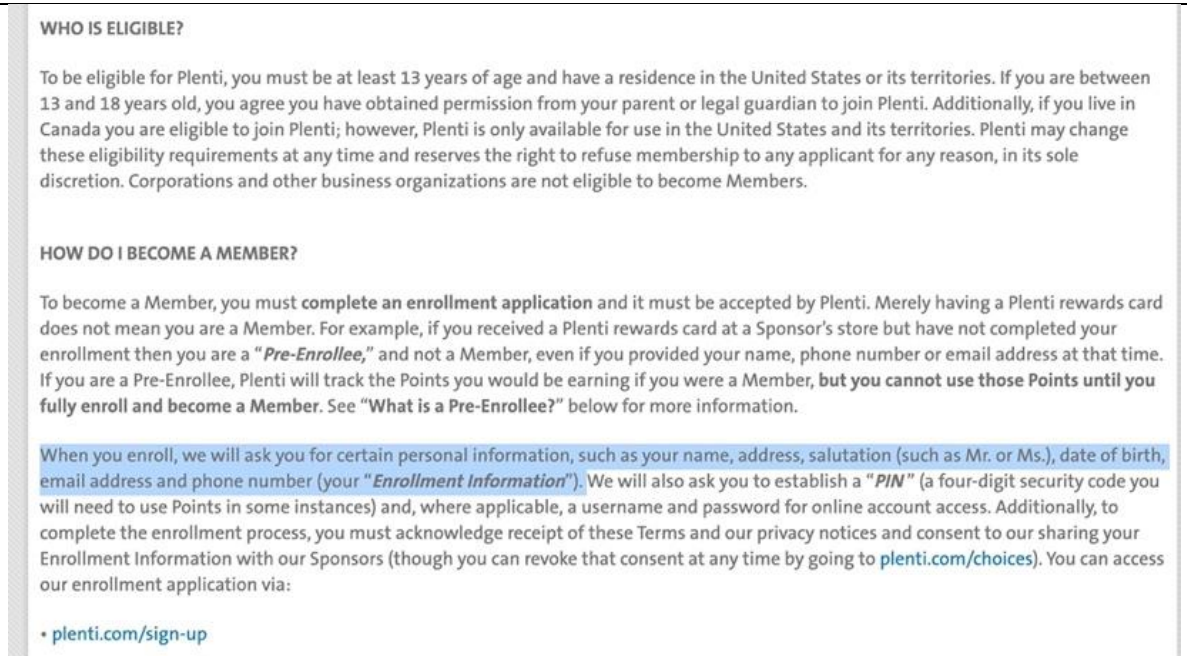
* * * * *

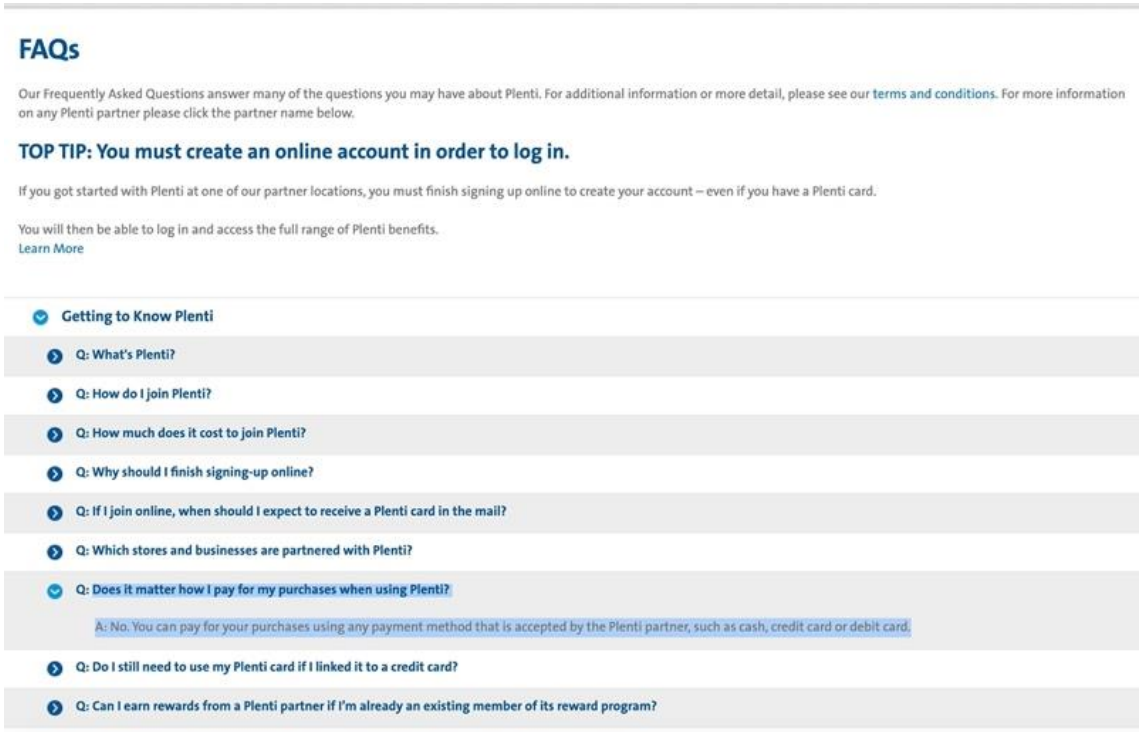
EXHIBIT C

US Patent No. 8,712,839	Plenti Program[1]
Claim 1 -	
A method for providing a loyalty program comprising:	Upon information and belief, the Plenti Program was a loyalty program. *Plenti identifies itself as a rewards program in its 2015 website home page.* Source: Screen Grab from Plenti Home Webpage, May 19, 2015, [http://www.plenti.com] captured by Internet Archive [https://web.archive.org/web/20150519012937/https://www.plenti.com/](Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit I.

[1] The Plenti Program was terminated in 2018. Absent discovery, the only source of information available to Plaintiff is archived by the Internet Archives program f/k/a the "Way-Back Machine." https://www.archive.org. This claim chart provides non-binding and/or limiting examples of infringement and Plaintiff reserves the right to amend and/or add theories once discovery commences.

registering a consumer with the loyalty program,	Upon information and belief, the consumer was registered with the loyalty program. **HOW DO I BECOME A MEMBER?** To become a Member, you must **complete an enrollment application** and it must be accepted by Plenti. Merely having a Plenti rewards card does not mean you are a Member. For example, if you received a Plenti rewards card at a Sponsor's store but have not completed your enrollment then you are a "***Pre-Enrollee,***" and not a Member, even if you provided your name, phone number or email address at that time. If you are a Pre-Enrollee, Plenti will track the Points you would be earning if you were a Member, **but you cannot use those Points until you fully enroll and become a Member**. See "**What is a Pre-Enrollee?**" below for more information. When you enroll, we will ask you for certain personal information, such as your name, address, salutation (such as Mr. or Ms.), date of birth, email address and phone number (your "***Enrollment Information***"). We will also ask you to establish a "***PIN***" (a four-digit security code you will need to use Points in some instances) and, where applicable, a username and password for online account access. Additionally, to complete the enrollment process, you must acknowledge receipt of these Terms and our privacy notices and consent to our sharing your Enrollment Information with our Sponsors (though you can revoke that consent at any time by going to plenti.com/choices). You can access our enrollment application via: • plenti.com/sign-up • The Plenti app on your mobile device • Our customer service center at 1-855-PLENTI1 (1-855-753-6841). **Please note: certain features of Plenti are only available online.** *Plenti's website requiring registration to become a member.* Source: Screen Grab from Plenti Program Terms and Conditions Webpage, May 19, 2015, [http://www.plenti.com] captured by Internet Archive [https://web.archive.org/web/20150507215528/http://www.plenti.com/terms] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit J
said registration including obtaining personal information from the consumer and	Upon information and belief, the consumer had to provide personal information to enroll in the Plenti Program.

	 **WHO IS ELIGIBLE?** To be eligible for Plenti, you must be at least 13 years of age and have a residence in the United States or its territories. If you are between 13 and 18 years old, you agree you have obtained permission from your parent or legal guardian to join Plenti. Additionally, if you live in Canada you are eligible to join Plenti; however, Plenti is only available for use in the United States and its territories. Plenti may change these eligibility requirements at any time and reserves the right to refuse membership to any applicant for any reason, in its sole discretion. Corporations and other business organizations are not eligible to become Members. **HOW DO I BECOME A MEMBER?** To become a Member, you must **complete an enrollment application** and it must be accepted by Plenti. Merely having a Plenti rewards card does not mean you are a Member. For example, if you received a Plenti rewards card at a Sponsor's store but have not completed your enrollment then you are a "***Pre-Enrollee,***" and not a Member, even if you provided your name, phone number or email address at that time. If you are a Pre-Enrollee, Plenti will track the Points you would be earning if you were a Member, **but you cannot use those Points until you fully enroll and become a Member**. See "**What is a Pre-Enrollee?**" below for more information. When you enroll, we will ask you for certain personal information, such as your name, address, salutation (such as Mr. or Ms.), date of birth, email address and phone number (your "***Enrollment Information***"). We will also ask you to establish a "***PIN***" (a four-digit security code you will need to use Points in some instances) and, where applicable, a username and password for online account access. Additionally, to complete the enrollment process, you must acknowledge receipt of these Terms and our privacy notices and consent to our sharing your Enrollment Information with our Sponsors (though you can revoke that consent at any time by going to plenti.com/choices). You can access our enrollment application via: • plenti.com/sign-up *Plenti Terms and Conditions requiring personal information to complete registration.* Source: Screen Grab from Plenti Program Terms and Conditions Webpage, May 19, 2015, [http://www.plenti.com] captured by Internet Archive [https://web.archive.org/web/20150507215528/http://www.plenti.com/terms] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit J
associating with the consumer a token to initiate a transaction request over an association	Upon information and belief, Plenti Program used a token to initiate a transaction request over an association network when used in conjunction with a merchant transaction system.

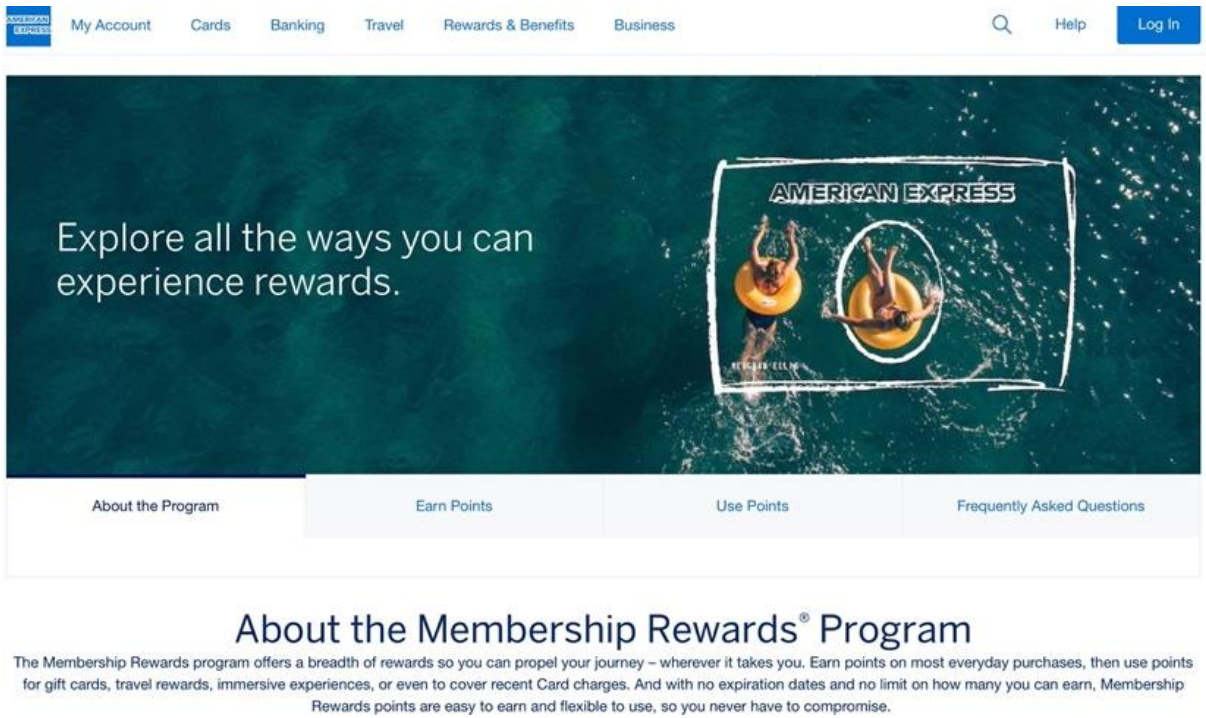
network when used in conjunction with a merchant transaction system,	
wherein the token is associated with a form of tender;	Upon information and belief, after swiping the Plenti Program card, a consumer was required to provide a form of tender if the point balance did not cover the entire transaction.  *Plenti FAQ's indicating need for tender if point balance is insufficient.* Source:

	Screen Grab from Plenti Program FAQ Webpage, May 19, 2015, [http://www.plenti.com/frequently-asked-questions] captured by Internet Archive [https://web.archive.org/web/20150516112810/http://www.plenti.com/frequently-asked-questions] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit K
receiving by a processor the transaction request initiated by the token from the merchant transaction system,	Upon information and belief, the Plenti Program processor received the transaction request initiated by the token from the merchant transaction system.
said transaction request, containing information sufficient to identify the token and a transaction,	Upon information and belief, the transaction request contained sufficient information to identify the token and the transaction.
wherein the transaction request is transmitted over the association network;	Upon information and belief, the Plenti Program used the AMEX association network to transmit the transaction request.
determining, by the processor, that the token cannot be used as tender to pay for the	Upon information and belief, the Plenti Program acknowledged that the token cannot be used as tender to pay for the transaction.

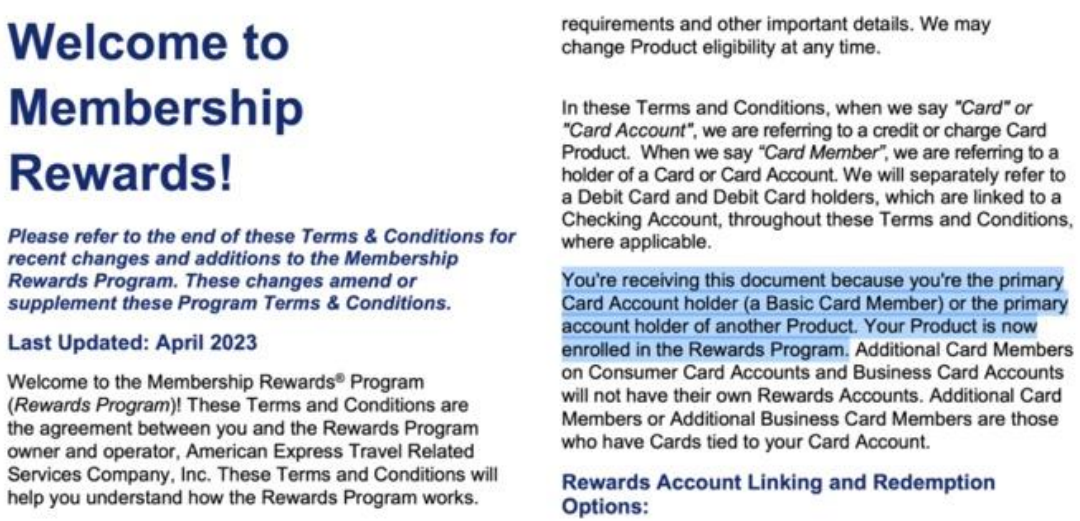
transaction and	
then determining whether the consumer is entitled to any rewards from the loyalty program in response to receiving the transaction request initiated by the token;	Upon information and belief, the Plenti Program used the token information to identify the consumer and whether the consumer was entitled to any rewards.
transmitting by the processor, via the association network a message to the merchant transaction system,	Upon information and belief, the processor of the Plenti Program transmitted a message to the merchant transaction system.
indicating any applicable rewards and	Upon information and belief, a message indicated any applicable rewards
indicating that the token cannot be used as tender in response to the receiving the transaction request initiated by the token;	Upon information and belief, indicating that the token could not be used as a form of tender.

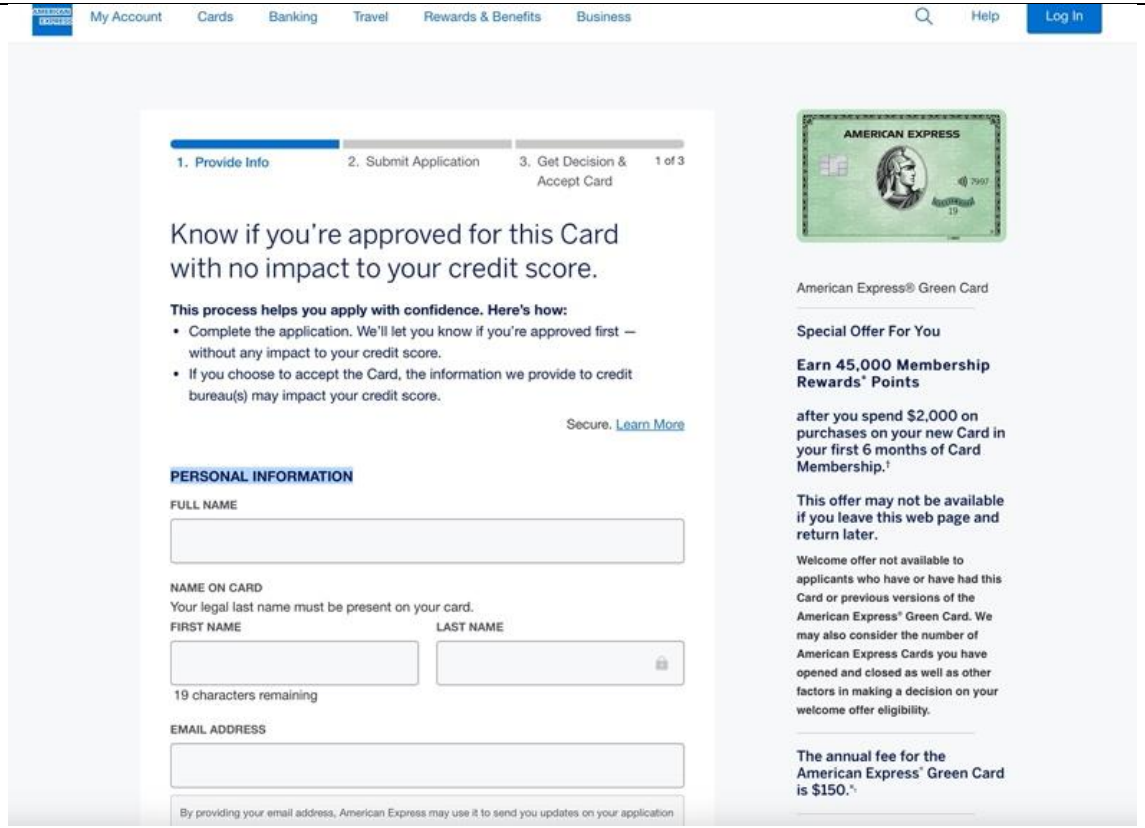
receiving, by the processor, from the merchant transaction system, additional details of the transaction stored at the merchant transaction system, during or after completion of the transaction tied to the token that cannot be used as tender,	Upon information and belief, the Plenti Program's processor received from the merchant transaction system additional details of the transaction stored in the merchant transaction system, during or after completion of the transaction tied to the token which cannot be used as tender.
wherein the additional details of the transaction are transmitted over a communications network separate and distinct from the association network;	Upon information and belief, the Plenti Program used a separate and distinct network to transmit additional details of the transaction.
matching, by the processor, the information in the transaction	Upon information and belief, the processor of the Plenti Program matched the information in the transaction request to the additional details of the transaction as transmitted by the processor.

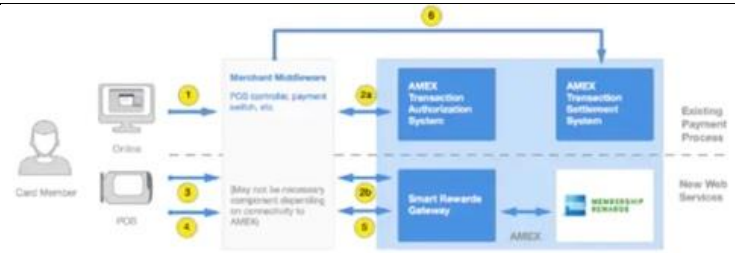
request to the additional details of the transaction; and	
transmitting any additional rewards to the consumer in response to the matching of the information in the transaction request to the additional details of the transaction.	Upon information and belief, the Plenti Program transmitted additional rewards to the consumer upon matching of the information in the transaction request to the additional details of the transaction.

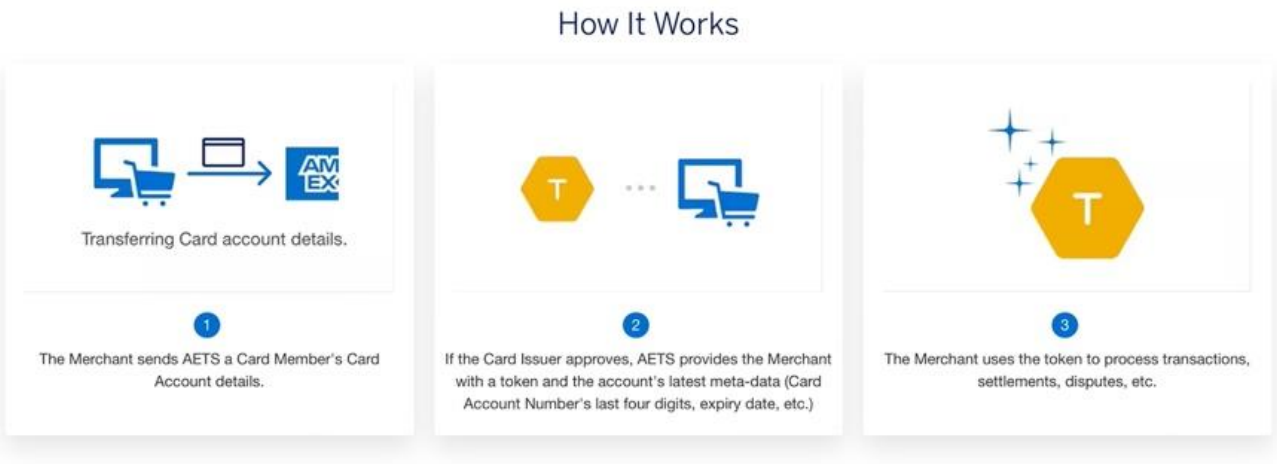
US Patent No. 8,712,839	Membership Rewards Program[1]
Claim 1 -	
A method for providing a loyalty program comprising:	Upon information and belief, the Membership Rewards Program is a loyalty program.  *Membership Rewards identifies itself as a rewards program in its current website home page.* Source: Screen Grab from Membership Rewards Webpage, May 1, 2023, [https://www.americanexpress.com/us/rewards/membership-rewards/about/?intlink=us-mr-d551-web-aw-mr-aboutMR-hero-bdsc-mrhp] (Last Accessed on May 2, 2023)

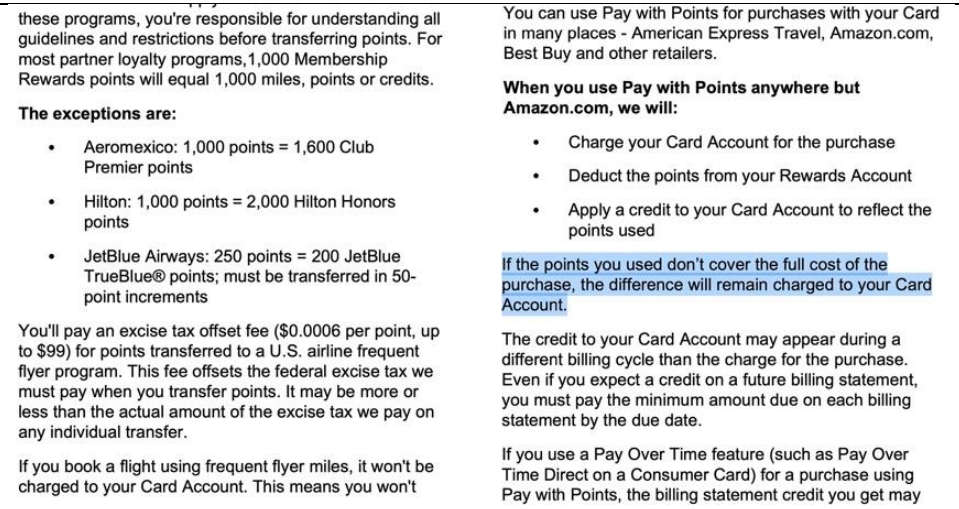
[1] This claim chart provides non-binding and/or limiting examples of infringement and Plaintiff reserves the right to amend and/or add theories once discovery commences.

	Entire Webpage attached as Exhibit M.
registering a consumer with the loyalty program,	Upon information and belief, the consumer is registered with the loyalty program if they have an AMEX card and choose to participate.  **Welcome to Membership Rewards!** ***Please refer to the end of these Terms & Conditions for recent changes and additions to the Membership Rewards Program. These changes amend or supplement these Program Terms & Conditions.*** **Last Updated: April 2023** Welcome to the Membership Rewards® Program (*Rewards Program*)! These Terms and Conditions are the agreement between you and the Rewards Program owner and operator, American Express Travel Related Services Company, Inc. These Terms and Conditions will help you understand how the Rewards Program works. requirements and other important details. We may change Product eligibility at any time. In these Terms and Conditions, when we say *"Card" or "Card Account"*, we are referring to a credit or charge Card Product. When we say *"Card Member"*, we are referring to a holder of a Card or Card Account. We will separately refer to a Debit Card and Debit Card holders, which are linked to a Checking Account, throughout these Terms and Conditions, where applicable. You're receiving this document because you're the primary Card Account holder (a Basic Card Member) or the primary account holder of another Product. Your Product is now enrolled in the Rewards Program. Additional Card Members on Consumer Card Accounts and Business Card Accounts will not have their own Rewards Accounts. Additional Card Members or Additional Business Card Members are those who have Cards tied to your Card Account. **Rewards Account Linking and Redemption Options:** *Membership Rewards Terms and Condition indicating that registration is automatic.* Source: Screen Grab from Membership Rewards Terms and Conditions Webpage, May 1, 2023, [https://www.americanexpress.com/content/dam/amex/us/rewards/membership-rewards/mr-terms-conditions-04.19.23.pdf?mrlinknav=footer-tandc] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit N.
said registration including obtaining personal	Upon information and belief, Membership Rewards involves the collection of personal information which is provided when applying for or previously applying for an AMEX card. Most AMEX card holders are automatically enrolled in the Membership Rewards Program.

information from the consumer and	 *AMEX card application requiring personal information.* Source: Screen Grab from American Express Application Webpage, May 1, 2023,[https://www.americanexpress.com/us/credit-cards/card-application/apply/american-express-green-card/59001-10-0#/](Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit O.
associating with the consumer a token to	Upon information and belief, Membership Rewards Program uses a token to initiate a transaction request over an association network when used in conjunction with a merchant transaction system.

initiate a transaction request over an association network when used in conjunction with a merchant transaction system,	 1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *AMEX Developer website indicating use of tokens.* Source: Screen Grab from American Express Application Webpage, May 1, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit E. &

	 *AMEX Developer website indicating how tokens are used.* Source: Screen Grab from American Express Token Application Webpage, May 1, 2023, [https://developer.americanexpress.com/products/amex-token-service/overview] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit P.
wherein the token is associated with a form of tender;	Upon information and belief, the Membership Rewards Program token is associated with the AMEX card which is a form of tender.

	 these programs, you're responsible for understanding all guidelines and restrictions before transferring points. For most partner loyalty programs,1,000 Membership Rewards points will equal 1,000 miles, points or credits. **The exceptions are:** • Aeromexico: 1,000 points = 1,600 Club Premier points • Hilton: 1,000 points = 2,000 Hilton Honors points • JetBlue Airways: 250 points = 200 JetBlue TrueBlue® points; must be transferred in 50-point increments You'll pay an excise tax offset fee ($0.0006 per point, up to $99) for points transferred to a U.S. airline frequent flyer program. This fee offsets the federal excise tax we must pay when you transfer points. It may be more or less than the actual amount of the excise tax we pay on any individual transfer. If you book a flight using frequent flyer miles, it won't be charged to your Card Account. This means you won't You can use Pay with Points for purchases with your Card in many places - American Express Travel, Amazon.com, Best Buy and other retailers. **When you use Pay with Points anywhere but Amazon.com, we will:** • Charge your Card Account for the purchase • Deduct the points from your Rewards Account • Apply a credit to your Card Account to reflect the points used If the points you used don't cover the full cost of the purchase, the difference will remain charged to your Card Account. The credit to your Card Account may appear during a different billing cycle than the charge for the purchase. Even if you expect a credit on a future billing statement, you must pay the minimum amount due on each billing statement by the due date. If you use a Pay Over Time feature (such as Pay Over Time Direct on a Consumer Card) for a purchase using Pay with Points, the billing statement credit you get may *Membership Rewards Terms and Conditions indicating charge to AMEX card will be made if point balance is insufficient.* Source: Screen Grab from Membership Rewards Terms and Conditions Webpage, May 1, 2023, [https://www.americanexpress.com/content/dam/amex/us/rewards/membership-rewards/mr-terms-conditions-04.19.23.pdf?mrlinknav=footer-tandc] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit N.
receiving by a processor the transaction request initiated by the token from the merchant transaction system,	Upon information and belief, scanning the AMEX card by the POS terminal results in the merchant transaction system transmitting a transaction request initiated by the token which is received by the processor of the Membership Rewards Program.

Getting a Token

1. A Card Member initiates a transaction with a Merchant using a website, digital wallet, etc.
2. The Merchant exchanges the Card Member's account number and transaction data for a token and DCSC from AETS.
3. The Merchant stores the token from AETS in place of the Card Member's account number and keeps it for future use.

NOTE: Tokens may also be requested for Cards on File (CoF) outside of a transaction context.

Authorizing a Purchase

1. A Merchant submits a token and DCSC to the Acquirer for payment authorization.
2. The Acquirer requests authorization from the Issuer through the AMEX Network.
3. If the Issuer approves, the Acquirer sends the authorization confirmation to the Merchant.
4. The Merchant displays the payment confirmation to the Card Member.

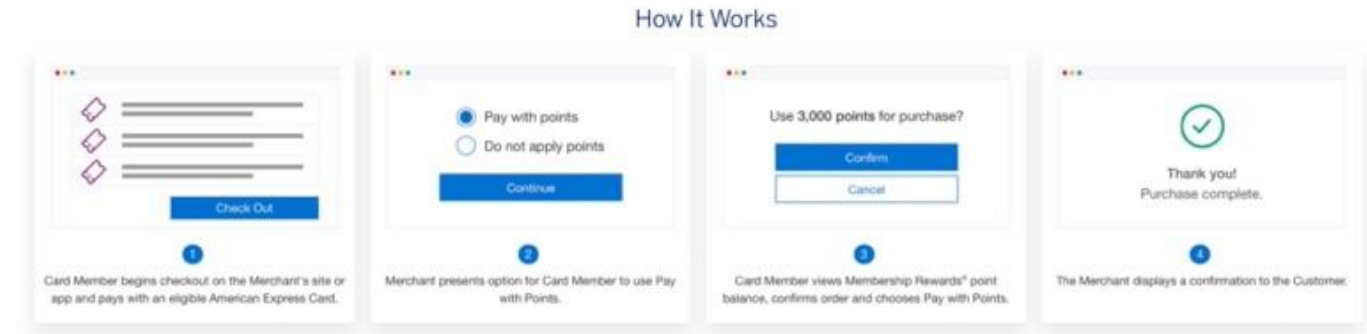
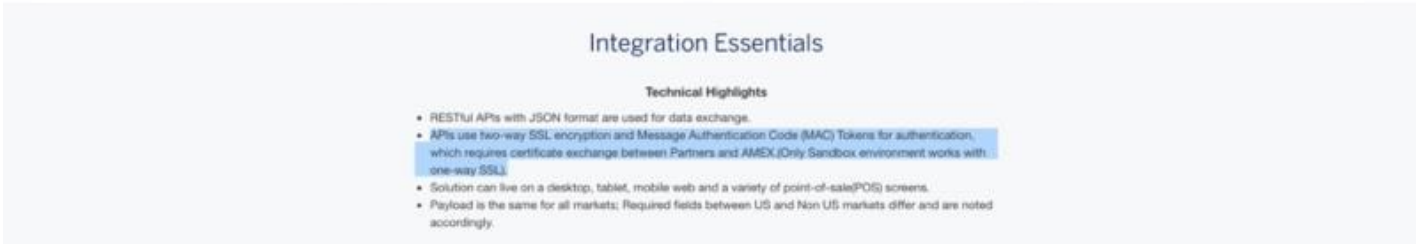
Updating Payment Data

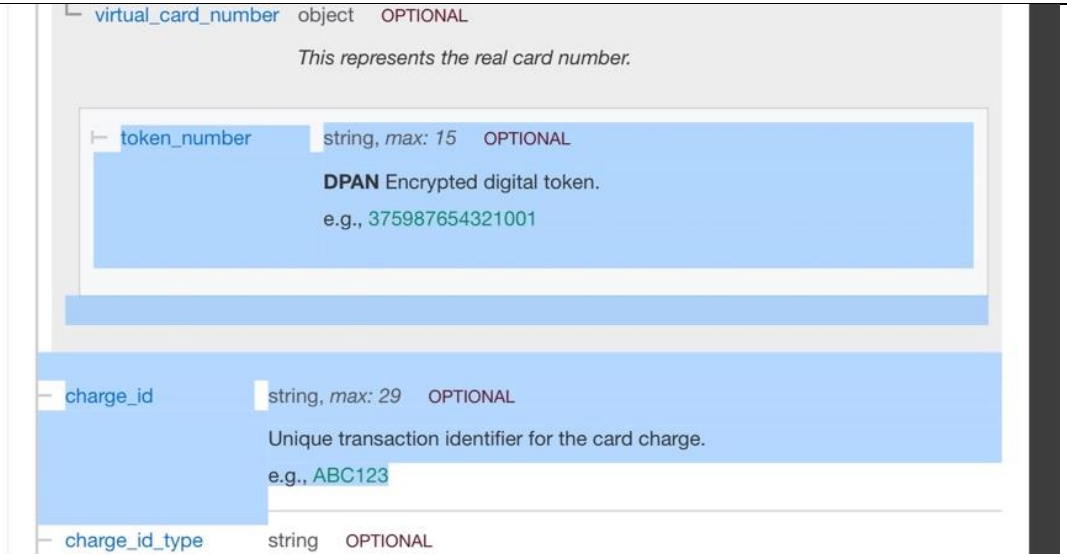
1. The Merchant and AETS notifies each other about Card changes as it occurs, e.g., The Card is removed by the Merchant, the Card is updated by the Issuer, etc.

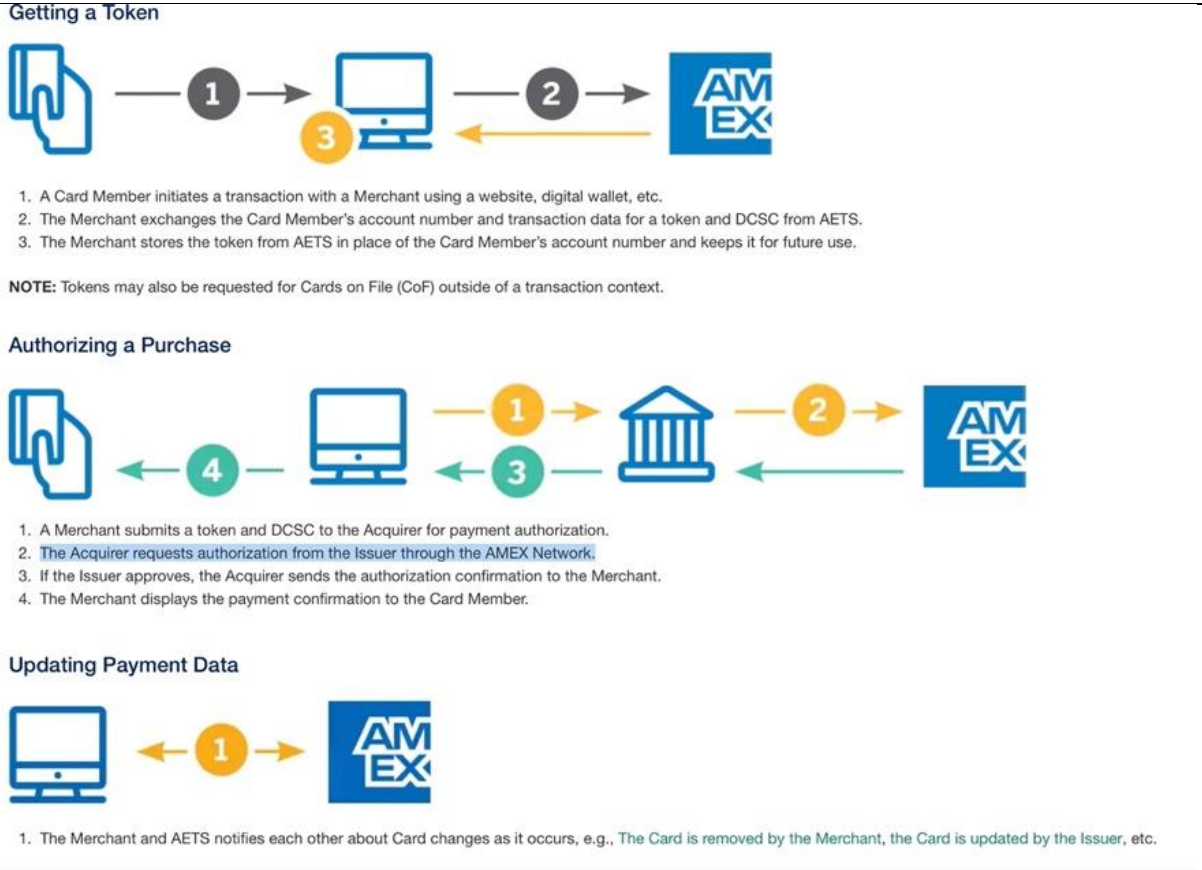
American Express Token Service (AETS) flow chart indicating merchant transaction system initiation of a token which is received by AMEX.

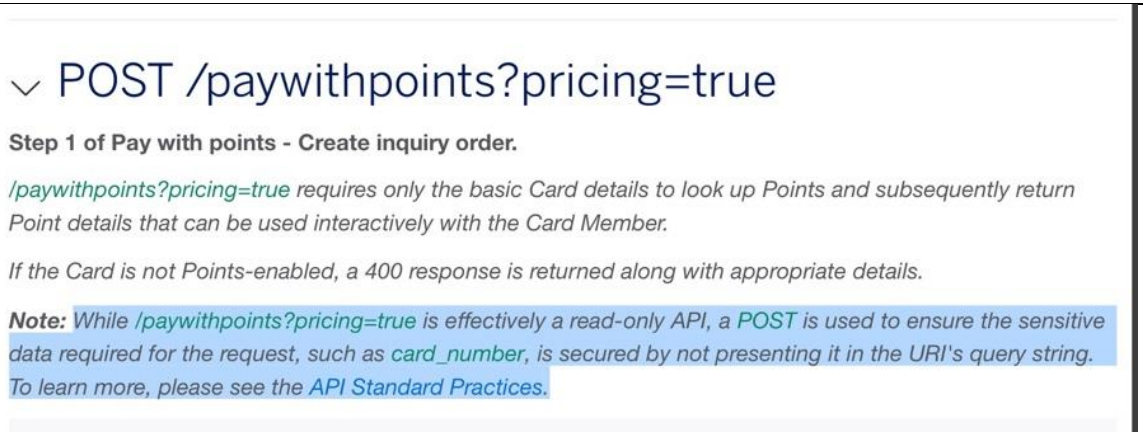
Source:
Screen Grab from American Express Developer AETS Summary Webpage, May 2, 2023,
[https://developer.americanexpress.com/products/amex-token-service/guide#introduction] (Last Accessed on May 2, 2023)

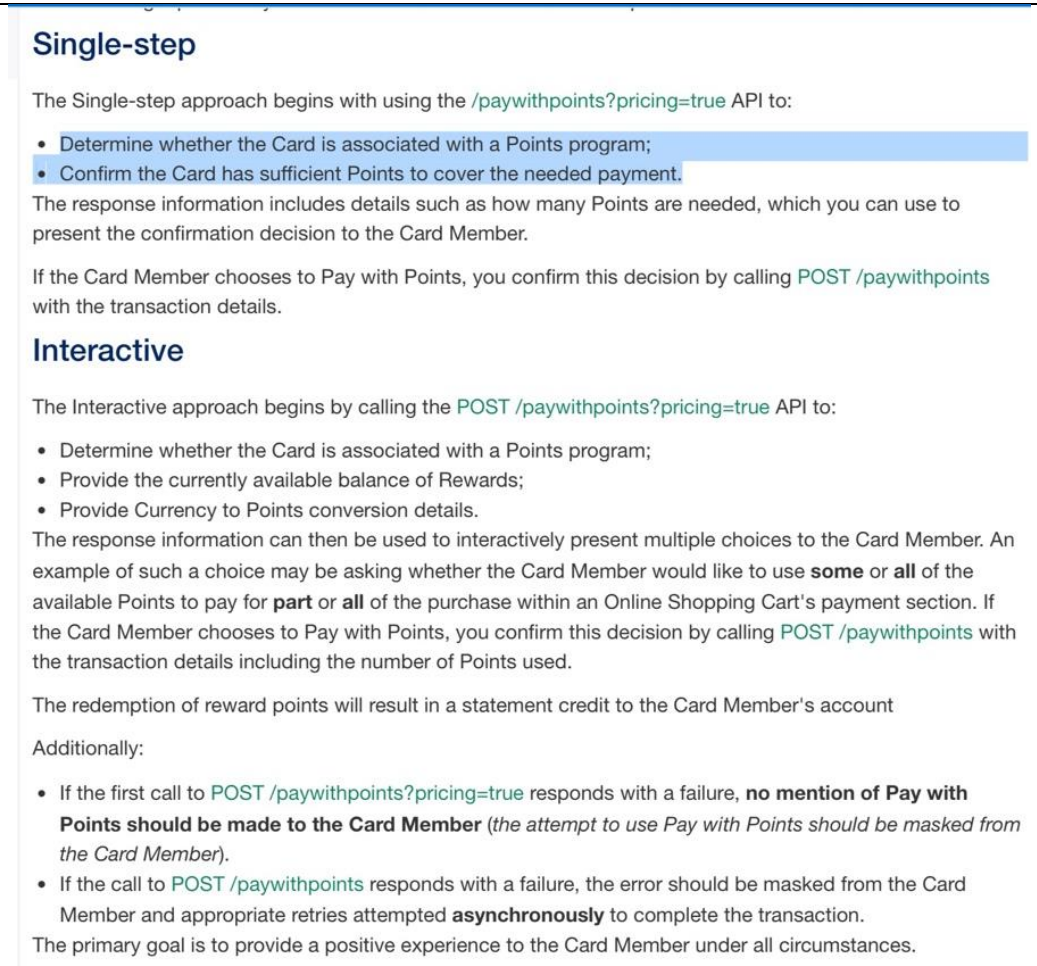
Entire Webpage attached as Exhibit Q.

	&   *Membership Rewards flow chart indicating how interactions with AMEX and Merchant System appear to consumer.* Source: Screen Grab from American Express Developer Global Pay with Points Summary Webpage [https://developer.americanexpress.com/products/global-pay-with-points/overview] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit R.
said transaction request, containing information sufficient to identify the	Upon information and belief, the transaction request contains sufficient information to identify the token and the transaction.

token and a transaction,	 *AMEX Developer website indicating authentication of both token and transaction.* (Last Accessed on May 2, 2023) Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] Entire Webpage attached as Exhibit S.
wherein the transaction request is transmitted over the association network;	Upon information and belief, the Membership Rewards Program uses the AMEX association network to transmit the transaction request.

	 *AETS webpage flow chart indicating flow of information over the AMEX or association network.* Source: Screen Grab from American Express Developer AETS Summary Webpage, May 2, 2023, [https://developer.americanexpress.com/products/amex-token-service/guide#introduction] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit Q.
determining, by the processor, that the token	Upon information and belief, the Membership Rewards Program acknowledges that the token cannot be used as tender to pay for the transaction, since it is only used to identify the M1 account.

cannot be used as tender to pay for the transaction and	 *Membership Rewards specifications indicating that the initial token is not used as tender.* Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.
then determining whether the consumer is entitled to any rewards from the loyalty program in response to receiving the transaction request initiated by the token;	Upon information and belief, the Membership Rewards Program uses the token information to identify the consumer and whether the consumer was entitled to any rewards.



Single-step

The Single-step approach begins with using the /paywithpoints?pricing=true API to:

- Determine whether the Card is associated with a Points program;
- Confirm the Card has sufficient Points to cover the needed payment.

The response information includes details such as how many Points are needed, which you can use to present the confirmation decision to the Card Member.

If the Card Member chooses to Pay with Points, you confirm this decision by calling POST /paywithpoints with the transaction details.

Interactive

The Interactive approach begins by calling the POST /paywithpoints?pricing=true API to:

- Determine whether the Card is associated with a Points program;
- Provide the currently available balance of Rewards;
- Provide Currency to Points conversion details.

The response information can then be used to interactively present multiple choices to the Card Member. An example of such a choice may be asking whether the Card Member would like to use **some** or **all** of the available Points to pay for **part** or **all** of the purchase within an Online Shopping Cart's payment section. If the Card Member chooses to Pay with Points, you confirm this decision by calling POST /paywithpoints with the transaction details including the number of Points used.

The redemption of reward points will result in a statement credit to the Card Member's account

Additionally:

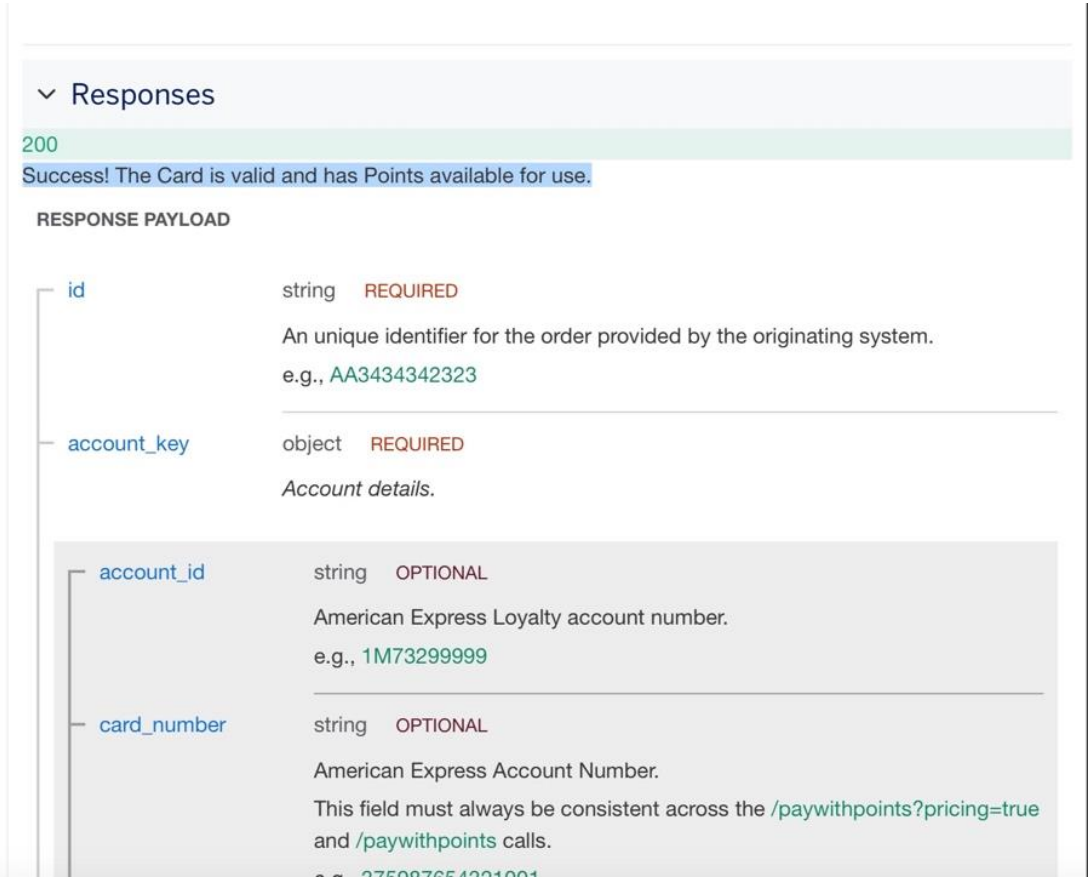
- If the first call to POST /paywithpoints?pricing=true responds with a failure, **no mention of Pay with Points should be made to the Card Member** (*the attempt to use Pay with Points should be masked from the Card Member*).
- If the call to POST /paywithpoints responds with a failure, the error should be masked from the Card Member and appropriate retries attempted **asynchronously** to complete the transaction.

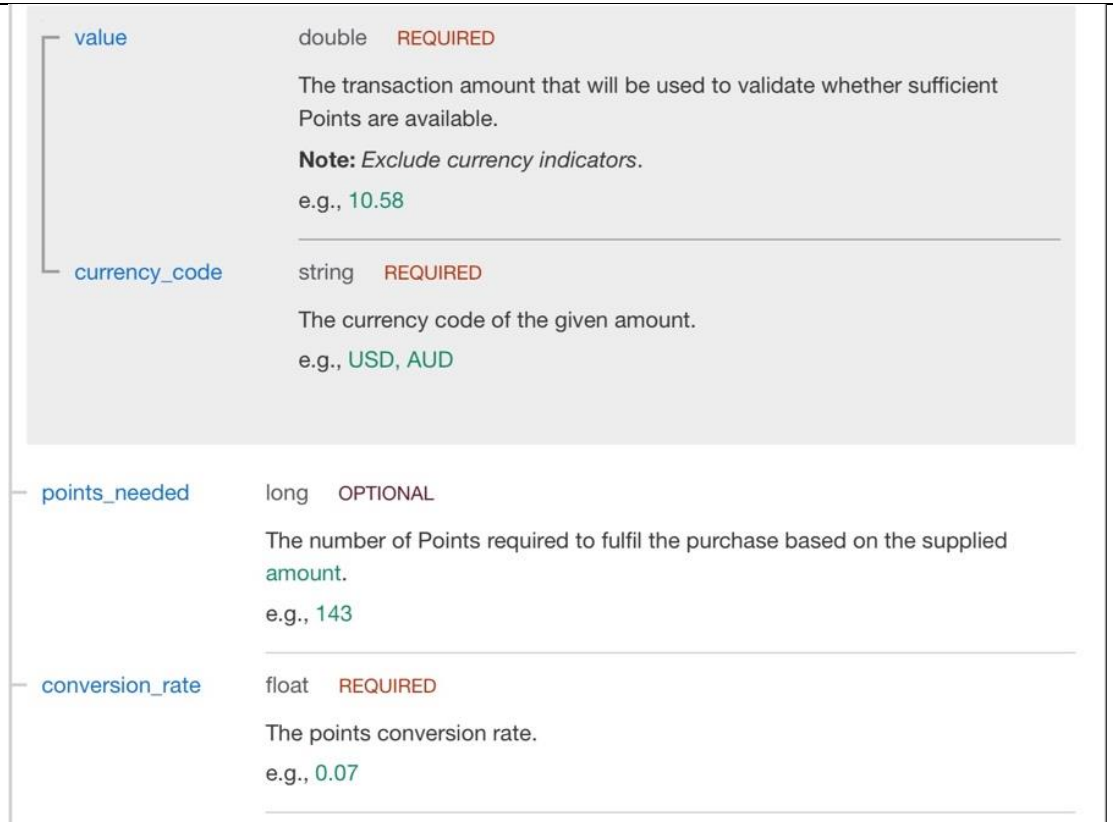
The primary goal is to provide a positive experience to the Card Member under all circumstances.

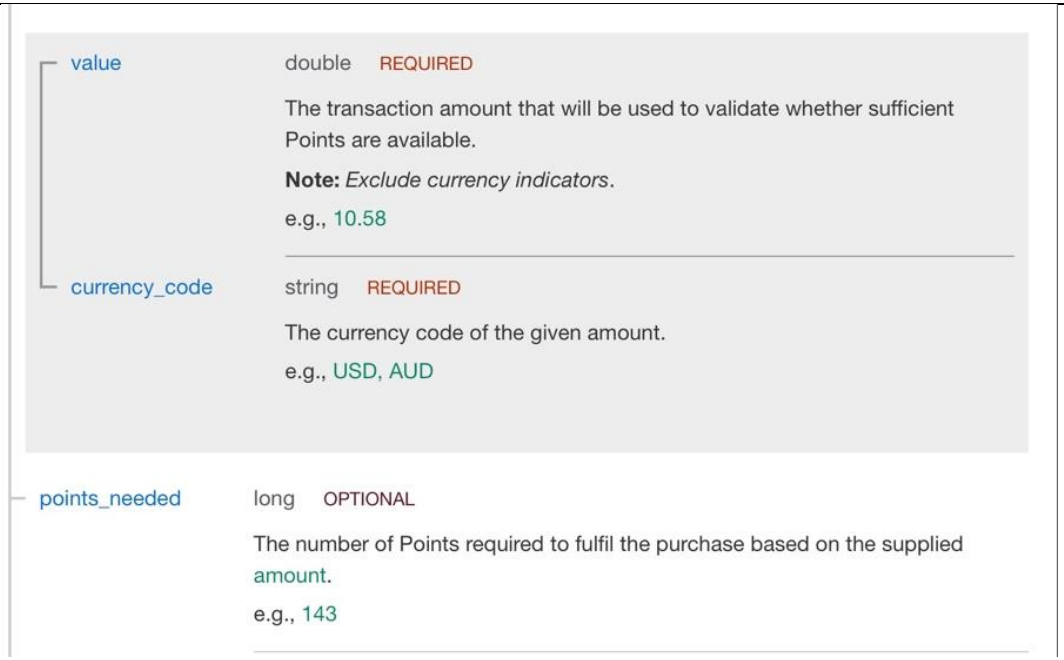
AMEX Developer website indicating identification of the consumer and whether the consumer is entitled to any rewards.

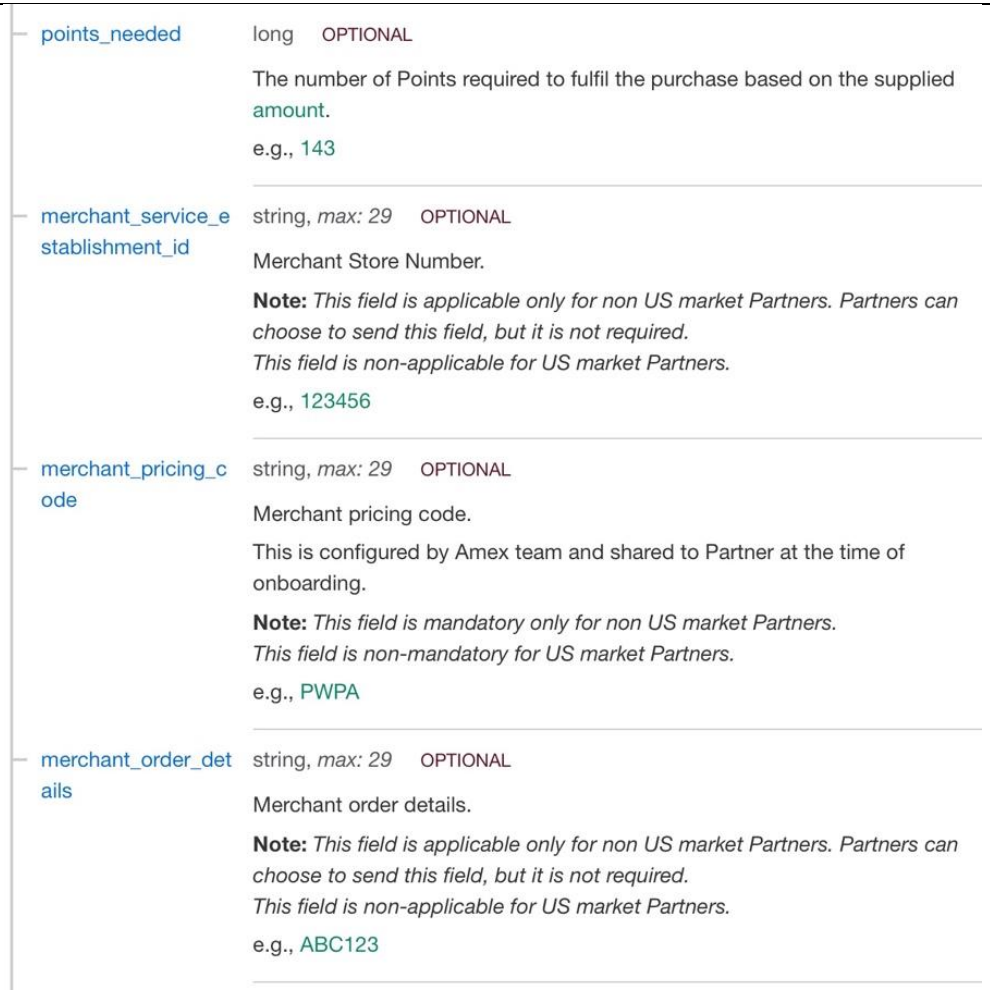
Source:
Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023)

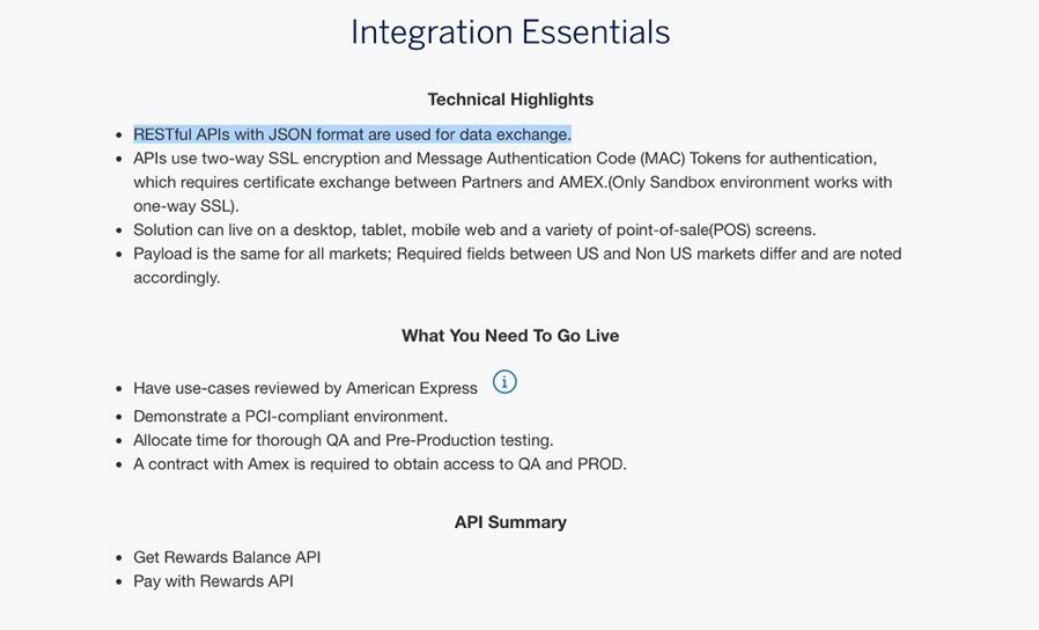
Entire Webpage attached as Exhibit S.

transmitting by the processor, via the association network a message to the merchant transaction system,	Upon information and belief, the processor of the Membership Rewards Program transmits a message to the merchant transaction system.  Responses 200 Success! The Card is valid and has Points available for use. RESPONSE PAYLOAD id string REQUIRED An unique identifier for the order provided by the originating system. e.g., AA3434342323 account_key object REQUIRED *Account details.* account_id string OPTIONAL American Express Loyalty account number. e.g., 1M73299999 card_number string OPTIONAL American Express Account Number. This field must always be consistent across the /paywithpoints?pricing=true and /paywithpoints calls. *AMEX Developer website indicating that the processor transmits information back to the merchant transaction system.* Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.
• indicating	Upon information and belief, a message indicates any applicable rewards.

any applicable rewards and	 *AMEX Developer website indicating processor transmitting to merchant transaction system information regarding available points.* Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.
• indicating that the token	Upon information and belief, indicating that the token cannot be used as a form of tender.

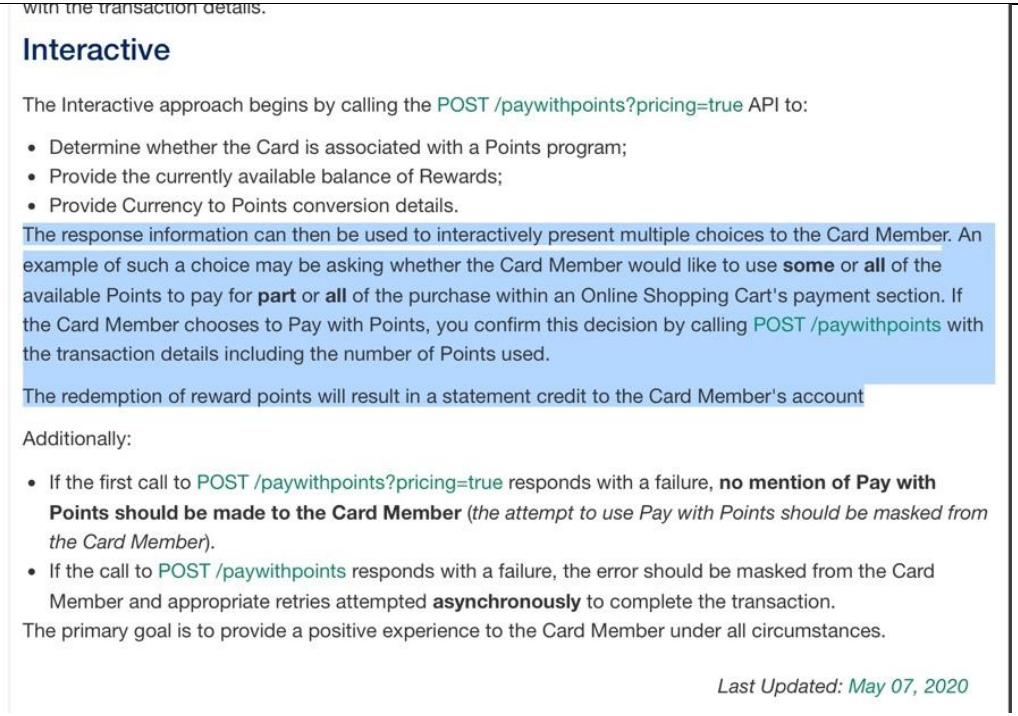
cannot be used as tender in response to the receiving the transaction request initiated by the token;	 *AMEX Developer website indicating that the transaction is only to determine sufficient points availability not as form of tender.* Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.	
receiving, by the processor, from the merchant transaction system, additional details of the transaction	Upon information and belief, the Membership Rewards Program's processor receives from the merchant transaction system additional details of the transaction stored at the merchant transaction system, during or after completion of the transaction tied to the token which cannot be used as a form of tender.	

stored at the merchant transaction system, during or after completion of the transaction tied to the token that cannot be used as tender,	 *AMEX Developer website indicating merchant providing details of transaction to processor.* Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.

wherein the additional details of the transaction are transmitted over a communications network separate and distinct from the association network;	Upon information and belief, the Membership Rewards Program uses a separate and distinct network to transmit additional details of the transaction.  Integration Essentials **Technical Highlights** • RESTful APIs with JSON format are used for data exchange. • APIs use two-way SSL encryption and Message Authentication Code (MAC) Tokens for authentication, which requires certificate exchange between Partners and AMEX.(Only Sandbox environment works with one-way SSL). • Solution can live on a desktop, tablet, mobile web and a variety of point-of-sale(POS) screens. • Payload is the same for all markets; Required fields between US and Non US markets differ and are noted accordingly. **What You Need To Go Live** • Have use-cases reviewed by American Express • Demonstrate a PCI-compliant environment. • Allocate time for thorough QA and Pre-Production testing. • A contract with Amex is required to obtain access to QA and PROD. **API Summary** • Get Rewards Balance API • Pay with Rewards API *REST stands for **Re**presentational **S**tate **T**ransfer. It relies on a stateless, client-server, cacheable communications. JSON format stands for **J**ava**S**cript **O**bject **N**otation) is a lightweight data-interchange format. It is easy for humans to read and write. It is easy for machines to parse and generate. Together they represent a network separate and distinct from the association network.* Source: Screen Grab from American Express Developer Global Pay with Points Overview Webpage [https://developer.americanexpress.com/products/amex-token-service/overview] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit P.

matching, by the processor, the information in the transaction request to the additional details of the transaction; and	Upon information and belief, the processor of the Membership Rewards Program matches the information in the transaction request to the additional details of the transaction as transmitted by the processor. 1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *AMEX Developer website indicating transmission of transaction information by merchant transaction system to processor.* Source: Screen Grab from American Express Developer Webpage, May 1, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit E.
transmitting any additional rewards to the consumer in response to the matching of the information in the transaction	Upon information and belief, the Membership Rewards Program transmits additional rewards to the consumer upon matching of the information in the transaction request to the additional details of the transaction.

request to the additional details of the transaction.



with the transaction details.

Interactive

The Interactive approach begins by calling the POST /paywithpoints?pricing=true API to:

- Determine whether the Card is associated with a Points program;
- Provide the currently available balance of Rewards;
- Provide Currency to Points conversion details.

The response information can then be used to interactively present multiple choices to the Card Member. An example of such a choice may be asking whether the Card Member would like to use **some** or **all** of the available Points to pay for **part** or **all** of the purchase within an Online Shopping Cart's payment section. If the Card Member chooses to Pay with Points, you confirm this decision by calling POST /paywithpoints with the transaction details including the number of Points used.

The redemption of reward points will result in a statement credit to the Card Member's account

Additionally:

- If the first call to POST /paywithpoints?pricing=true responds with a failure, **no mention of Pay with Points should be made to the Card Member** (*the attempt to use Pay with Points should be masked from the Card Member*).
- If the call to POST /paywithpoints responds with a failure, the error should be masked from the Card Member and appropriate retries attempted **asynchronously** to complete the transaction.

The primary goal is to provide a positive experience to the Card Member under all circumstances.

Last Updated: May 07, 2020

AMEX Developer website indicating that ability to provide options to consumer.

Source:
Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023)

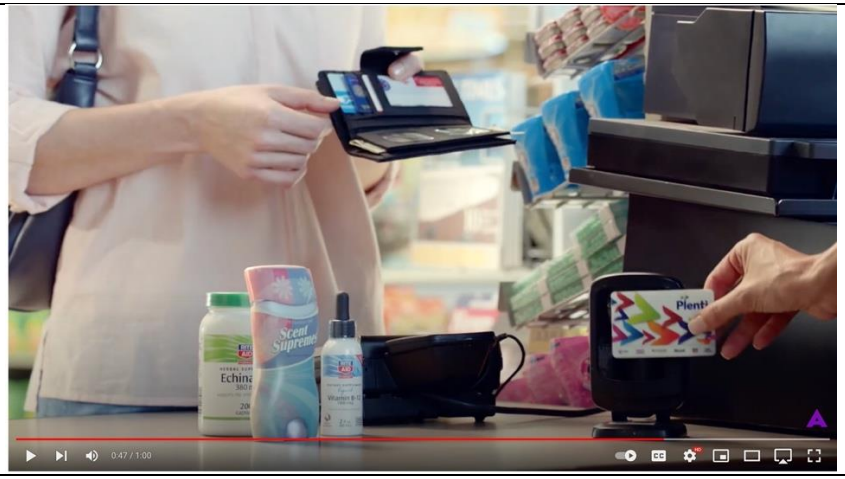
Entire Webpage attached as Exhibit S.

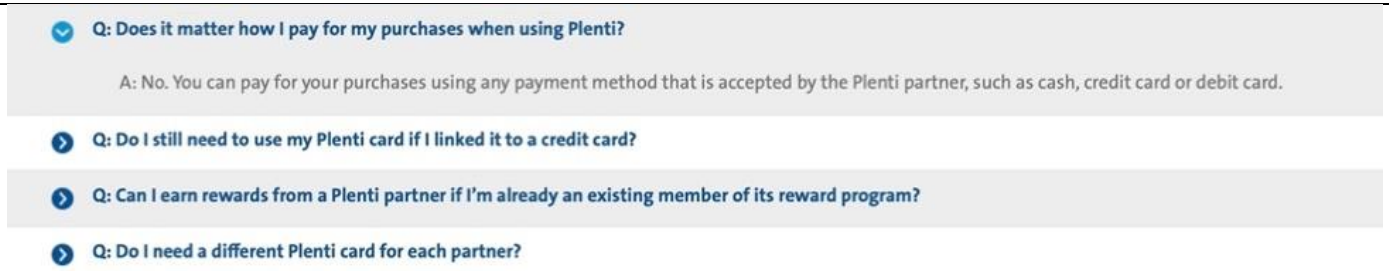
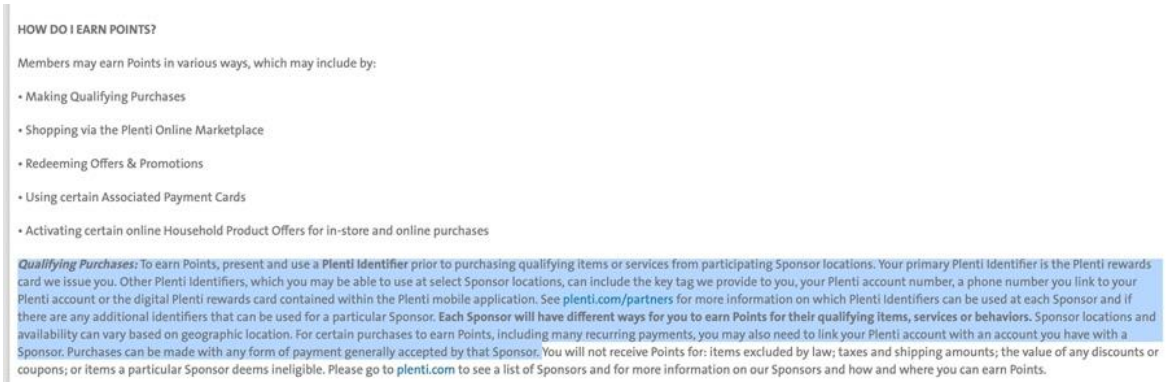
EXHIBIT D

US Patent No. 10,210,537	Plenti Program[1]
Claim 1 -	
A computer implemented method for providing a loyalty program, comprising:	Upon information and belief, the Plenti Program was a computer implemented method for providing a loyalty program. *Plenti identifies itself as a rewards program in its 2015 website home page.* Source: Screen Grab from Plenti Home Webpage, May 19, 2015, [http://www.plenti.com] captured by Internet Archive [https://web.archive.org/web/20150519012937/https://www.plenti.com/](Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit I.

[1] The Plenti Program was terminated in 2018. Absent discovery, the only source of information available to Plaintiff is archived by the Internet Archives program f/k/a the "Way-Back Machine." https://www.archive.org. This claim chart provides non-binding and/or limiting examples of infringement and Plaintiff reserves the right to amend and/or add theories once discovery commences.

scanning, using a card reader in a point-of-sale (POS) terminal of a merchant transaction system,	Upon information and belief, the Plenti Program utilized a POS terminal, in which a card is scanned and read, of a merchant transaction system, to effectuate the loyalty program transaction. *Plenti's "How to Use Points" describes swiping or scanning a card at checkout.* Source: Screen Grab from Plenti How-to-use-Points Webpage, April 6, 2018, [https://www.plenti.com/use-points/how-to-use-points] captured by Internet Archive [https://web.archive.org/web/20180406144947/https://www.plenti.com/use-points/how-to-use-points](Last Accessed on May 4, 2023) Entire Webpage attached as Exhibit L. & *Click Image to see Plenti Program in use in AMEX's "Happy Together" TV Commercial from 2015.*

	
a loyalty card having a token retained in the loyalty card, wherein the token allows a consumer to identify themselves using predefined elements;	Upon information and belief, Plenti Program used a token retained in the loyalty card to initiate a transaction request over an association network when used in conjunction with a merchant transaction system.
receiving, by the POS terminal, the token from the loyalty card,	Upon information and belief, Plenti Program used the POS terminal to receive the token from the loyalty card.
wherein the loyalty card does not provide tender for payment for a	Upon information and belief, the Plenti Program loyalty card was not used as a form of tender for payment for a corresponding transaction.

corresponding transaction,	 *Plenti Frequently Asked Questions page indicating that the Plenti card still required another form of payment.* Source: Screen Grab from Plenti How-to-use-Points Webpage, May 16, 2015, [http://www.plenti.com/frequently-asked-questions] captured by Internet Archive [https://web.archive.org/web/20150516112810/http://www.plenti.com/frequently-asked-questions](Last Accessed on May 5, 2023) Entire Webpage attached as Exhibit K.
and wherein the loyalty card is separate and apart from a payment card used to provide payment for the corresponding transaction;	The Plenti Program loyalty card was separate and apart from a payment card used to provide payment for the corresponding transaction.  *Plenti Terms and Conditions indicating that a separate payment card is required.*

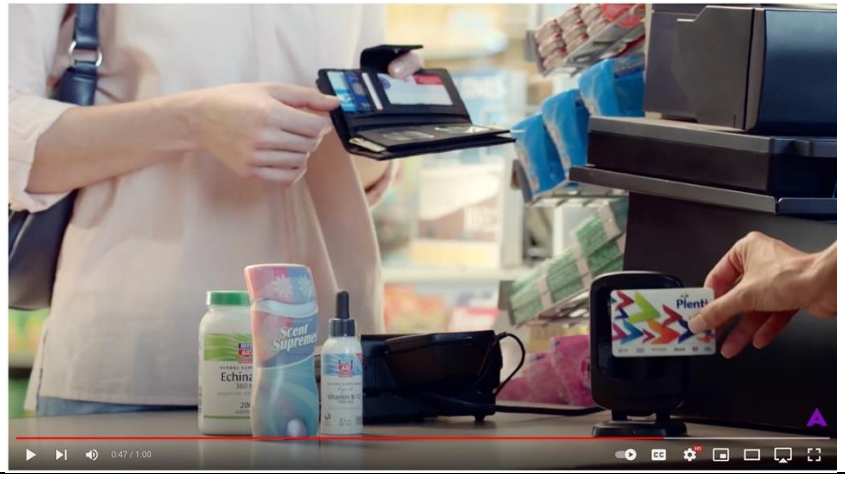
	Source: Screen Grab from Plenti Program Terms and Conditions Webpage, May 19, 2015, [http://www.plenti.com] captured by Internet Archive [https://web.archive.org/web/20150507215528/http://www.plenti.com/terms] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit J.
transmitting, by the POS terminal, a transaction request message for the corresponding sales transaction;	Upon information and belief, the Plenti Program used a transaction request message for the corresponding sales transaction.
receiving, by a loyalty program processor, the transaction request message, the transaction request message initiated by the token from the merchant transaction system,	Upon information and belief, the Plenti Program has a processor which received the transaction request message, initiated by the token from the merchant transaction system.
wherein the transaction request message contains information sufficient to identify the token and the corresponding transaction,	Upon information and belief, the Plenti Program used the token information to identify the consumer (and therefore the token) and the corresponding transaction.

and wherein the transaction request message is transmitted over a credit card association network, wherein the token allows the consumer to identify themselves using the predefined elements recognized by the credit card association network;	Upon information and belief, the Plenti Program used the AMEX credit card association network to receive the token identifying the consumer.
transmitting, by the loyalty program processor, a reward or other response message, to the POS terminal in response to receiving the transaction request message;	Upon information and belief, the Plenti Program transmitted a response containing reward information via the POS terminal.
scanning, using the card reader of the POS terminal, the payment card of the consumer to tender payment for the	Upon information and belief, the Plenti Program allowed consumers to scan a payment card to tender payment for the corresponding transaction at the POS terminal.

corresponding transaction;	
receiving, by the loyalty program processor, additional details of the corresponding transaction from the merchant transaction system and matching the additional details of the corresponding transaction with the transaction request message,	Upon information and belief, the method includes receiving, by the processor of the Plenti Program, additional details of the corresponding transaction from the merchant transaction system and then matching the additional details with the transaction request message.
the additional details received over a communication network separate and distinct from the credit card association network; and	Upon information and belief, the Plenti Program used a separate and distinct network to transmit additional details of the transaction.
identifying, by the loyalty program processor, applicable rewards for the consumer based on the received additional details	Upon information and belief, the Plenti Program processor then identified applicable rewards for the consumer based on the additional details of the corresponding transaction received from the merchant transaction system.

of the corresponding transaction from the merchant transaction system;	
validating, by the loyalty program processor, the applicable rewards for the consumer in response to receiving the additional details of the corresponding transaction, to confirm that the consumer is not given undeserved reward for a corresponding transaction not completed.	Upon information and belief, the Plenti Program processor included safety mechanisms to ensure consumers did not receive undeserved rewards for a corresponding transaction not completed. Upon information and belief, this was accomplished by validating the applicable rewards in response to receiving additional details of the corresponding transaction.
Claim 11 -	
A computer implemented method for providing a loyalty program, comprising:	Upon information and belief, the Plenti Program was a computer implemented method for providing a loyalty program.

	 Plenti identifies itself as a rewards program in its 2015 website home page. Source: Screen Grab from Plenti Home Webpage, May 19, 2015, [http://www.plenti.com] captured by Internet Archive [https://web.archive.org/web/20150519012937/https://www.plenti.com/](Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit I.
receiving, by a point of sale (POS) terminal of a merchant transaction system, a token that allows a consumer to identify themselves using predefined elements,	Upon information and belief, the Plenti Program utilized a POS terminal, in which a card is scanned and read, of a merchant transaction system, to effectuate the loyalty program transaction.

	Plenti's "How to Use Points" describes swiping or scanning a card at checkout. Source: Screen Grab from Plenti How-to-use-Points Webpage, April 6, 2018, [https://www.plenti.com/use-points/how-to-use-points] captured by Internet Archive [https://web.archive.org/web/20180406144947/https://www.plenti.com/use-points/how-to-use-points](Last Accessed on May 4, 2023) Entire Webpage attached as Exhibit L. & *Click Image to see Plenti Program in use in AMEX's "Happy Together" TV Commercial from 2015.* 
wherein the receipt of the token by the POS terminal is facilitated by physical scanning of a	Upon information and belief, the Plenti Program used the POS terminal with the consumer's token by physically scanning the loyalty card.

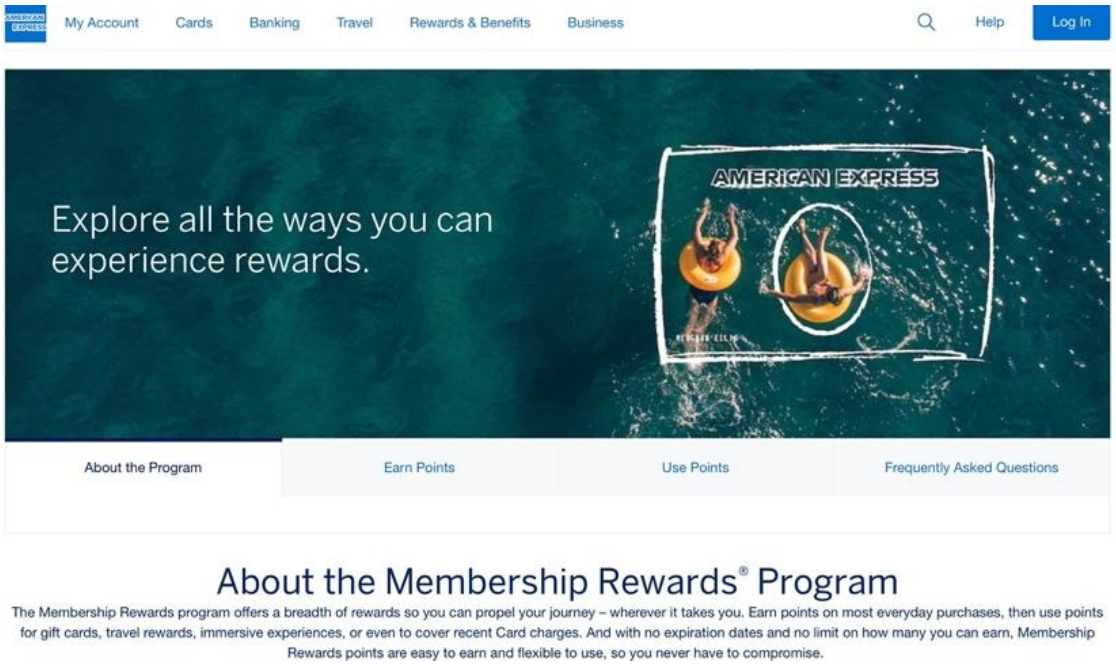
loyalty card;	 *Plenti's "How to Use Points" describes swiping or scanning a card at checkout.* Source: Screen Grab from Plenti How-to-use-Points Webpage, April 6, 2018, [https://www.plenti.com/use-points/how-to-use-points] captured by Internet Archive [https://web.archive.org/web/20180406144947/https://www.plenti.com/use-points/how-to-use-points](Last Accessed on May 4, 2023) Entire Webpage attached as Exhibit L.
transmitting, by the POS terminal of the merchant transaction system, a transaction request message for a sales transaction,	Upon information and belief, the Plenti Program used the POS terminal to transmit a transaction request message for the corresponding sales transaction.
wherein the transaction request message is transmitted over a credit card association network;	Upon information and belief, the Plenti Program used the AMEX credit card association network to transmit the transaction request message.

receiving, by a loyalty program processor, the corresponding transaction request message initiated by the token from the merchant transaction system,	Upon information and belief, the Plenti Program processor receives the transaction request message which was initiated by the token.
wherein the transaction request message contains information sufficient to identify the token and the corresponding transaction, and wherein the token cannot be used as tender to pay for the corresponding transaction;	Upon information and belief, the transaction request message contains information to identify the token and wherein the token could not be used as tender to pay for the corresponding transaction.
transmitting, by the loyalty program processor, a reward or other response	Upon information and belief, the Plenti Program received the transaction request message from the POS terminal, and then the processor of the Plenti Program transmitted a reward or other response message, to the POS terminal in response to receiving the transaction request message.

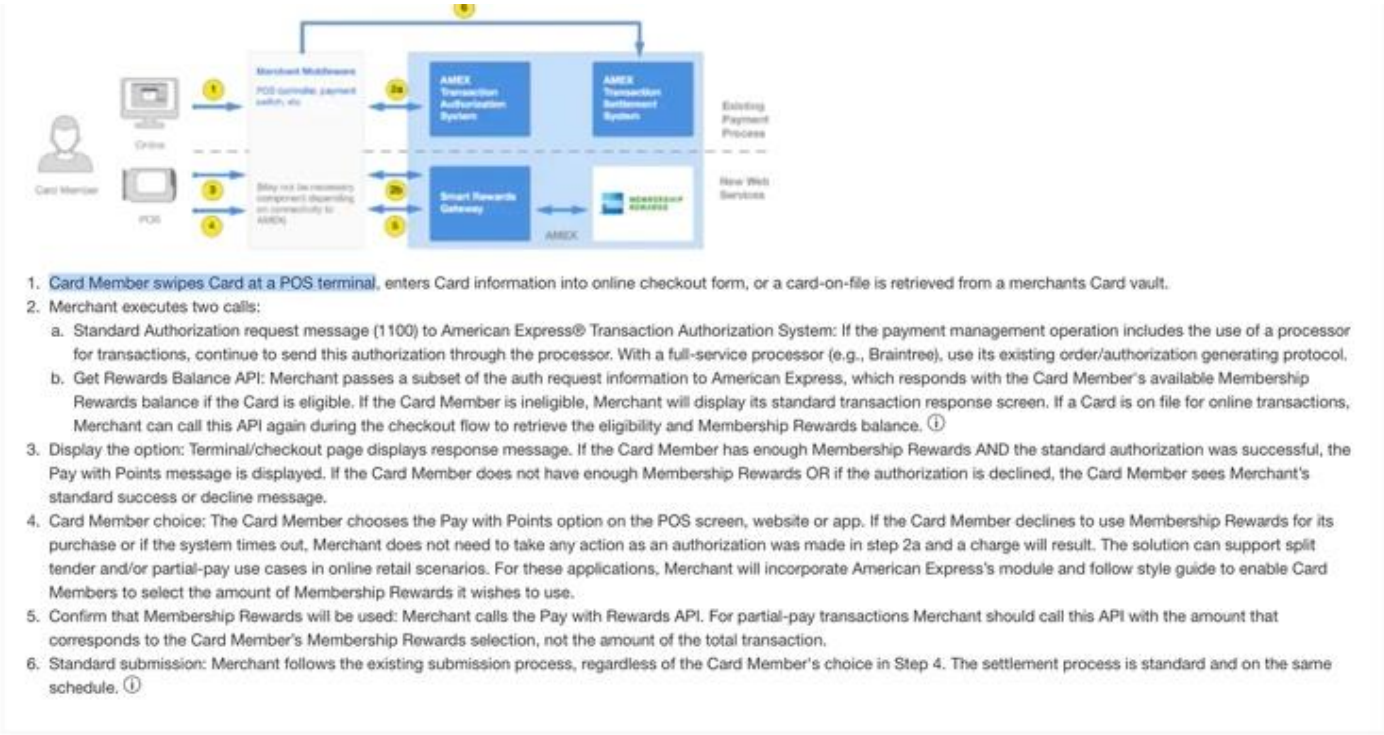
message, to the POS terminal in response to receiving the transaction request message;	
scanning, using the card scanner of the POS terminal, a payment card of the consumer to tender payment for the corresponding transaction;	Upon information and belief, the Plenti Program allowed consumers to tender payment for the corresponding transaction at the POS terminal by scanning a payment card.
wherein the token is at least one of an ID number or a credit card number, permits a consumer to identify themselves using predefined elements recognized by the credit card association network;	Upon information and belief, the Plenti Program used a token to identify the consumer based on a virtual number of credit card number.

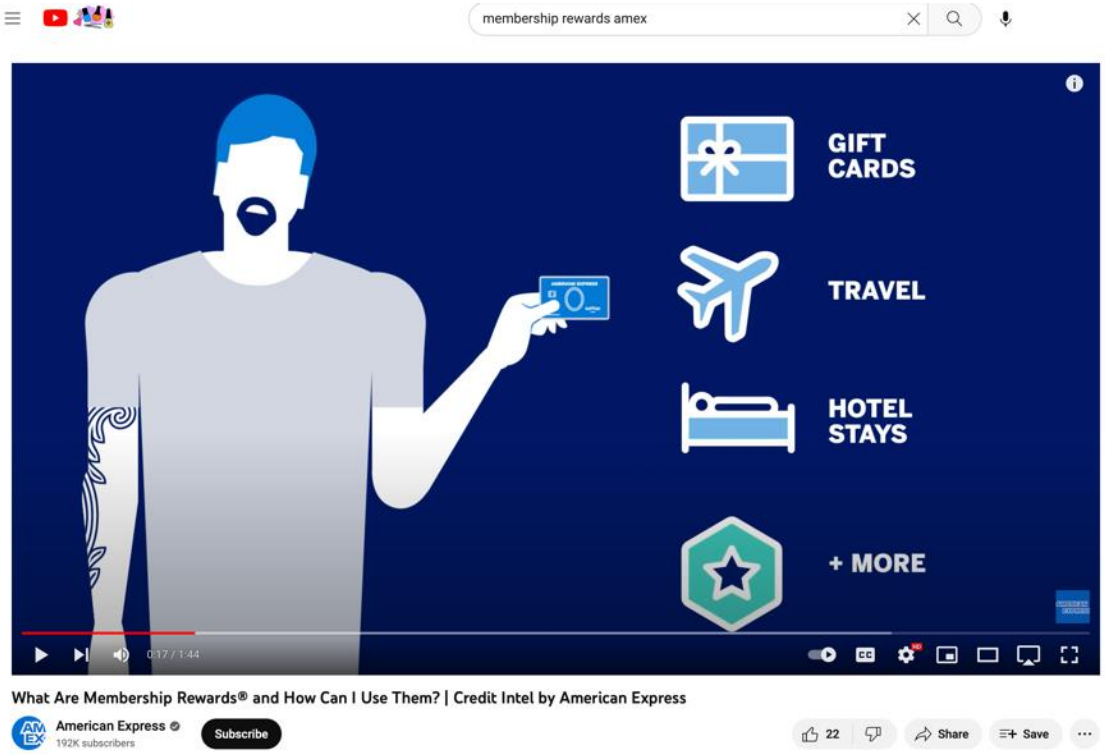
receiving, by the loyalty program processor, additional details of the corresponding transaction and matching the additional details of the corresponding transaction with the corresponding transaction request message so as to identify applicable rewards for the consumer,	Upon information and belief, the Plenti Program receives additional details of the corresponding transaction and matches the details with the transaction request message, thereby identifying applicable rewards for the consumer.
the additional details received over a communication network separate and distinct from the credit card association network; and	Upon information and belief, the Plenti Program used a separate and distinct network to transmit additional details of the transaction.
validating, by the loyalty program processor, the applicable rewards for the	Upon information and belief, the Plenti Program included safety mechanisms to ensure consumers did not receive undeserved rewards for a corresponding transaction not completed. Upon information and belief, this was accomplished by validating the applicable rewards in response to receiving additional details of the corresponding transaction.

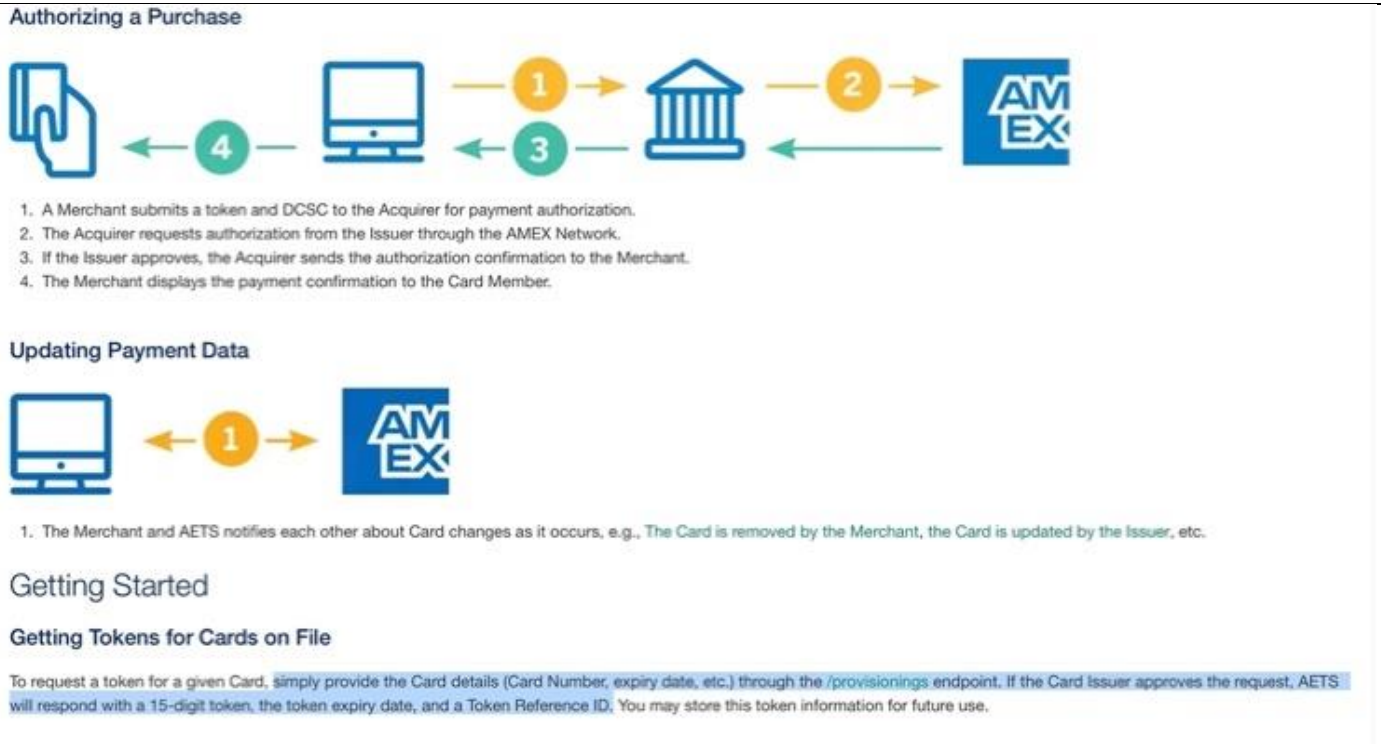
consumer in response to receiving the additional details of the corresponding transaction, to confirm that the consumer is not given undeserved reward for a corresponding transaction not completed.	

US Patent No. 10,210,537	Membership Rewards Program[1]
Claim 1 -	
A computer implemented method for providing a loyalty program, comprising:	Upon information and belief, the Membership Rewards Program is a computer implemented method for providing a loyalty program.  *Membership Rewards identifies itself as a rewards program in its current website home page.* Source: Screen Grab from Membership Rewards Webpage, May 1, 2023, [https://www.americanexpress.com/us/rewards/membership-rewards/about/?intlink=us-mr-d551-web-aw-mr-aboutMR-hero-bdsc-mrhp] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit M.

[1] This claim chart provides non-binding and/or limiting examples of infringement and Plaintiff reserves the right to amend and/or add theories once discovery commences.

scanning, using a card reader in a point-of-sale (POS) terminal of a merchant transaction system,	Upon information and belief, the Membership Rewards Program may utilize a POS terminal, in which a card is scanned and read, of a merchant transaction system to effectuate the loyalty program transaction.  1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *Membership Rewards developer website clearly describes using a POS device.* Source: Screen Grab from AMEX Developer Global Pay with Points Guide Webpage, May 4, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 4, 2023) Entire Webpage attached as Exhibit E. &

	Click Image to see American Express YouTube Channel's Video "What are Membership Rewards and How Can I Use Them" 
a loyalty card having a token retained in the loyalty card, wherein the token allows a consumer to identify themselves using	Upon information and belief, Membership Rewards Program uses a token retained in the loyalty card to initiate a transaction request over an association network when used in conjunction with a merchant transaction system.

predefined elements;	 *Membership Rewards Developer Website regarding use of tokens indicating interaction with the merchant transaction systems and the creation of a token.* Source: Screen Grab from American Express Developer AETS Summary Webpage, May 4, 2023, [https://developer.americanexpress.com/products/amex-token-service/guide#introduction] (Last Accessed on May 4 2023) Entire Webpage attached as Exhibit Q. &

	 1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *Membership Rewards Developer website for Global Pay with Points indicating that tokens are used to process loyalty point transactions.* Source: Screen Grab from American Express Application Webpage, May 1, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit E.
receiving, by the POS terminal, the token from the loyalty card,	Upon information and belief, Membership Reward Program uses the POS terminal to receive the token from the AMEX card.

Getting a Token

1. A Card Member initiates a transaction with a Merchant using a website, digital wallet, etc.
2. The Merchant exchanges the Card Member's account number and transaction data for a token and DCSC from AETS.
3. The Merchant stores the token from AETS in place of the Card Member's account number and keeps it for future use.

NOTE: Tokens may also be requested for Cards on File (CoF) outside of a transaction context.

Authorizing a Purchase

1. A Merchant submits a token and DCSC to the Acquirer for payment authorization.
2. The Acquirer requests authorization from the Issuer through the AMEX Network.
3. If the Issuer approves, the Acquirer sends the authorization confirmation to the Merchant.
4. The Merchant displays the payment confirmation to the Card Member.

Updating Payment Data

1. The Merchant and AETS notifies each other about Card changes as it occurs, e.g., The Card is removed by the Merchant, the Card is updated by the Issuer, etc.

American Express Token Service (AETS) flow chart indicating merchant transaction system initiation of a token which is received by AMEX.

Source:
Screen Grab from American Express Developer AETS Summary Webpage, May 2, 2023,
[https://developer.americanexpress.com/products/amex-token-service/guide#introduction] (Last Accessed on May 2, 2023)

Entire Webpage attached as Exhibit Q.

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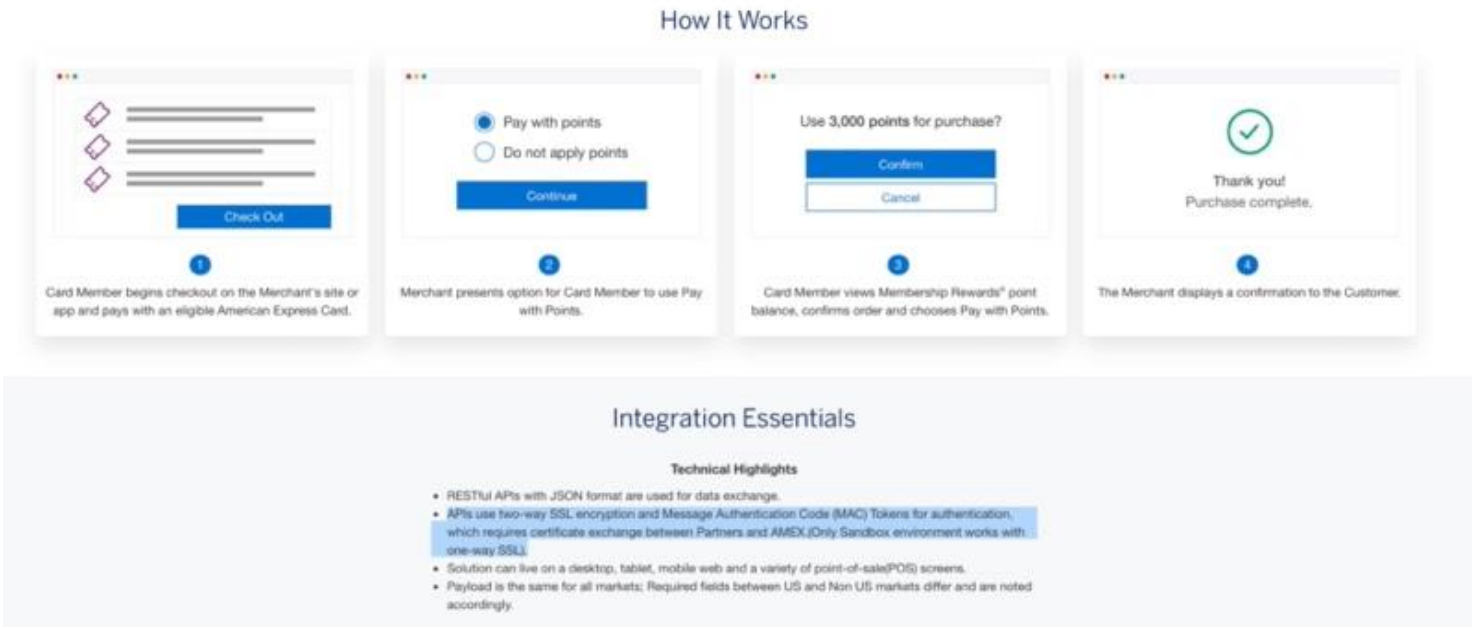
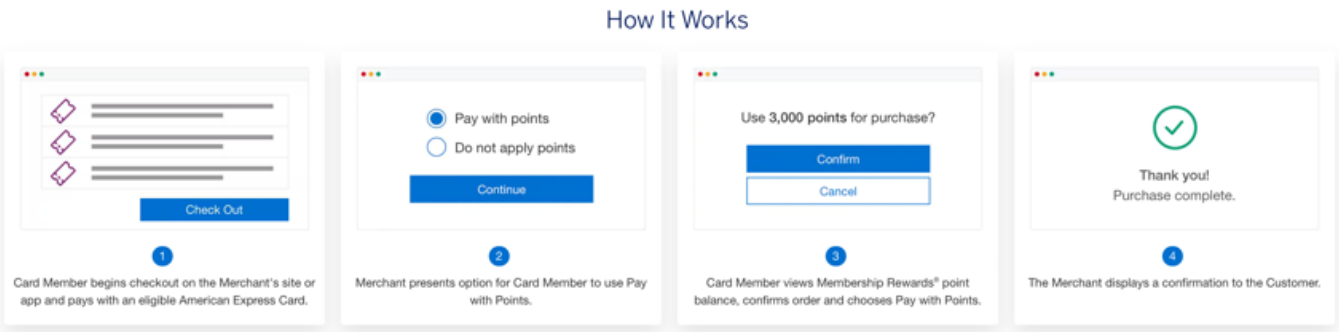
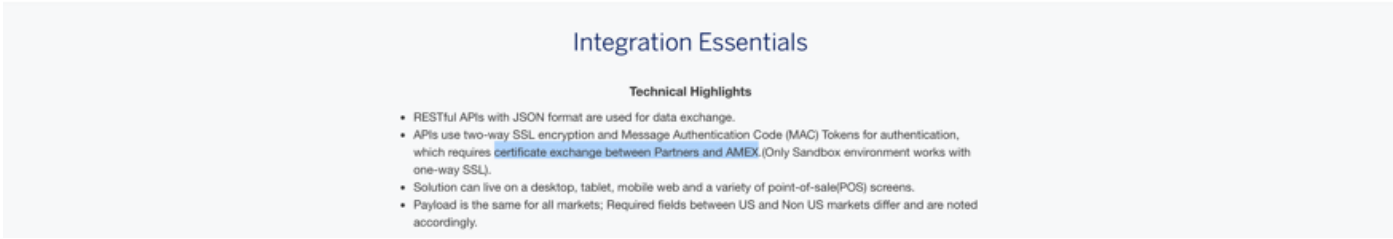
	 *Membership Rewards flow chart indicating how interactions with AMEX and Merchant System appear to consumer.* Source: Screen Grab from American Express Developer Global Pay with Points Summary Webpage [https://developer.americanexpress.com/products/global-pay-with-points/overview] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit R.
wherein the loyalty card does not provide tender for payment for a corresponding transaction,	Upon information and belief, the Membership Rewards Program necessarily requires the AMEX card to be used as a form of tender.

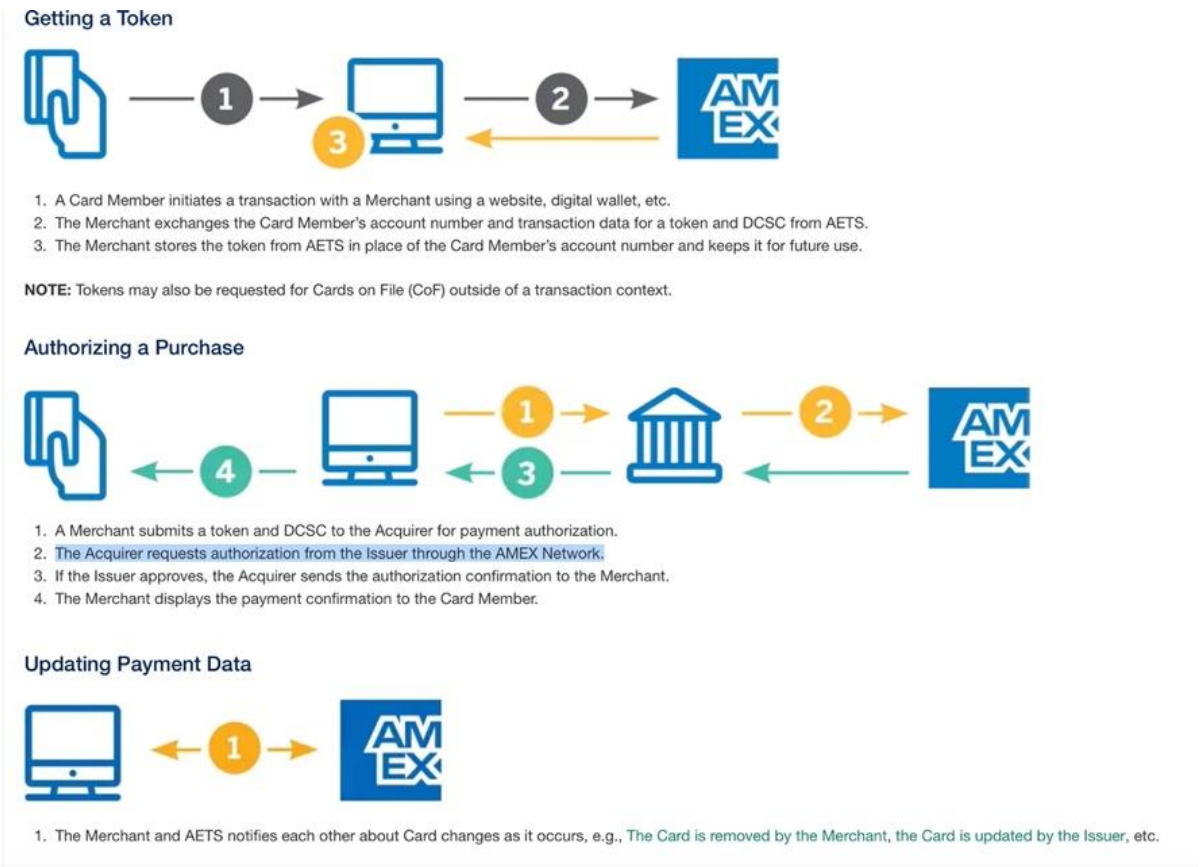
	these programs, you're responsible for understanding all guidelines and restrictions before transferring points. For most partner loyalty programs,1,000 Membership Rewards points will equal 1,000 miles, points or credits. **The exceptions are:** • Aeromexico: 1,000 points = 1,600 Club Premier points • Hilton: 1,000 points = 2,000 Hilton Honors points • JetBlue Airways: 250 points = 200 JetBlue TrueBlue® points; must be transferred in 50-point increments You'll pay an excise tax offset fee ($0.0006 per point, up to $99) for points transferred to a U.S. airline frequent flyer program. This fee offsets the federal excise tax we must pay when you transfer points. It may be more or less than the actual amount of the excise tax we pay on any individual transfer. If you book a flight using frequent flyer miles, it won't be charged to your Card Account. This means you won't You can use Pay with Points for purchases with your Card in many places - American Express Travel, Amazon.com, Best Buy and other retailers. **When you use Pay with Points anywhere but Amazon.com, we will:** • Charge your Card Account for the purchase • Deduct the points from your Rewards Account • Apply a credit to your Card Account to reflect the points used If the points you used don't cover the full cost of the purchase, the difference will remain charged to your Card Account. The credit to your Card Account may appear during a different billing cycle than the charge for the purchase. Even if you expect a credit on a future billing statement, you must pay the minimum amount due on each billing statement by the due date. If you use a Pay Over Time feature (such as Pay Over Time Direct on a Consumer Card) for a purchase using Pay with Points, the billing statement credit you get may *Membership Rewards Terms and Conditions indicating charge to AMEX card will be made if point balance is insufficient.* Source: Screen Grab from Membership Rewards Terms and Conditions Webpage, May 1, 2023, [https://www.americanexpress.com/content/dam/amex/us/rewards/membership-rewards/mr-terms-conditions-04.19.23.pdf?mrlinknav=footer-tandc] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit N.
and wherein the loyalty card is separate and apart from a payment card used to provide payment for the	Upon information and belief, an AMEX card when swiped registers both an AMEX credit card number and the customer's M1 account which is a number separate and apart from the credit card number.

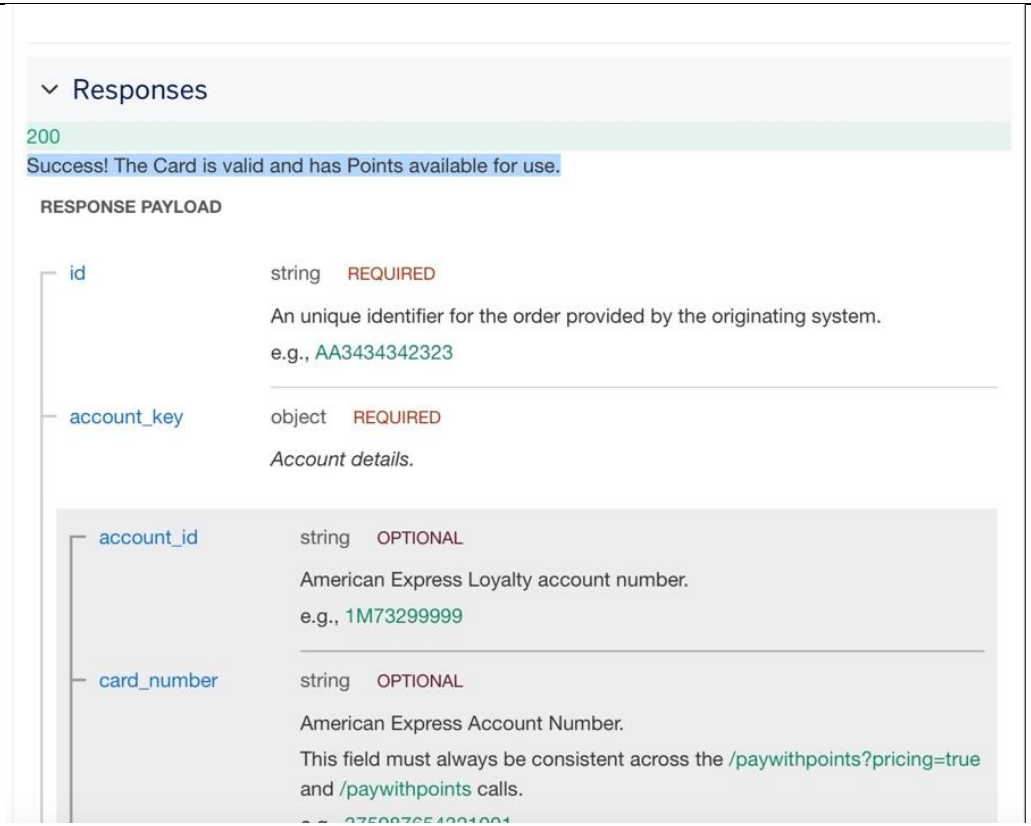
corresponding transaction;	**Rewards Account Linking and Redemption Options:** If you have multiple Products, we may automatically link them to the same Rewards Account. Your ability to use points may differ based on your Product and/or the Products linked to the Rewards Account. If you would like to link or delink any of the Products to the same Rewards Account, you may call us at the number listed on the back of your Card to do so. The ways you can use points may vary depending on the Product(s) that are linked to your Rewards Account. If you have a Card Account linked to your Rewards Account, you will have access to all the different ways to use points as described in the **'Program Terms & Conditions for Card Members'** section. If you do not have a Card Account linked to your Rewards Account, and you only have a Checking Account linked to your Rewards Account, your use of points is limited. These limitations are further described in **'Program Terms & Conditions for Checking Accounts'**. Corporate Cards issued to more than one individual may not be linked to a single Rewards Account. *Membership Rewards Terms and Conditions indicating that that the loyalty transaction begins with the association of an M1 or Rewards Account and then separately charges or involves the payment aspect of the AMEX card used to identify the loyalty point consumer.* Source: Screen Grab from Membership Rewards Terms and Conditions Webpage, May 1, 2023, [https://www.americanexpress.com/content/dam/amex/us/rewards/membership-rewards/mr-terms-conditions-04.19.23.pdf?mrlinknav=footer-tandc] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit N.

transmitting, by the POS terminal, a transaction request message for the corresponding sales transaction;	Upon information and belief, the Membership Rewards Program uses a transaction request message for the corresponding sales transaction. charge_id — string, *max: 29* OPTIONAL Unique transaction identifier for the card charge. e.g., ABC123 charge_id_type — string OPTIONAL Transaction type. e.g., [TID, AR_Trans_ID, ROC_Reference_Number, AuthID] amount — object OPTIONAL **Note:** *It is mandatory in case of Single-step scenario.* value — double OPTIONAL The transaction amount that will be used to validate whether sufficient Points are available. **Note:** *Exclude currency indicators.* e.g., 10.58 currency_code — string OPTIONAL The currency code of the given amount. e.g., USD, AUD points_needed — long OPTIONAL The number of Points required to fulfil the purchase based on the supplied amount. e.g., 143 merchant_service_establishment_id — string, *max: 29* OPTIONAL Merchant Store Number. **Note:** *This field is applicable only for non US market Partners. Partners can choose to send this field, but it is not required.* *This field is non-applicable for US market Partners* *Membership Rewards Developer Website indicating transaction requests through the merchant transaction system.* Source:

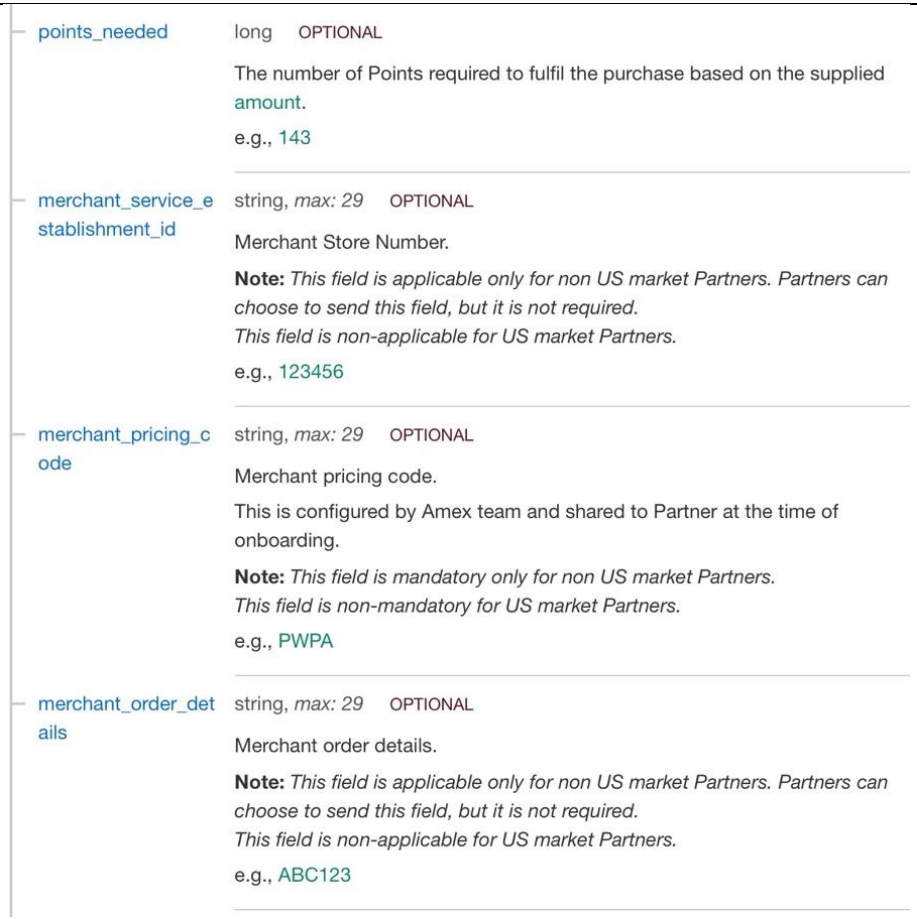
	Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.
receiving, by a loyalty program processor, the transaction request message, the transaction request message initiated by the token from the merchant transaction system,	Upon information and belief, the Membership Rewards Program includes a processor which receives the transaction request message, initiated by the token from the merchant transaction system.   *Membership Rewards Developer Global Pay with Points website indicating the involvement of a processor who receives the transaction request message from the merchant transaction request.* Source: Screen Grab from American Express Developer Global Pay with Points Summary Webpage [https://developer.americanexpress.com/products/global-pay-with-points/overview] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit R.
wherein the transaction	Upon information and belief, the Membership Rewards Program uses the token information to identify the consumer (and therefore the token) and the corresponding transaction using an M1 account number.

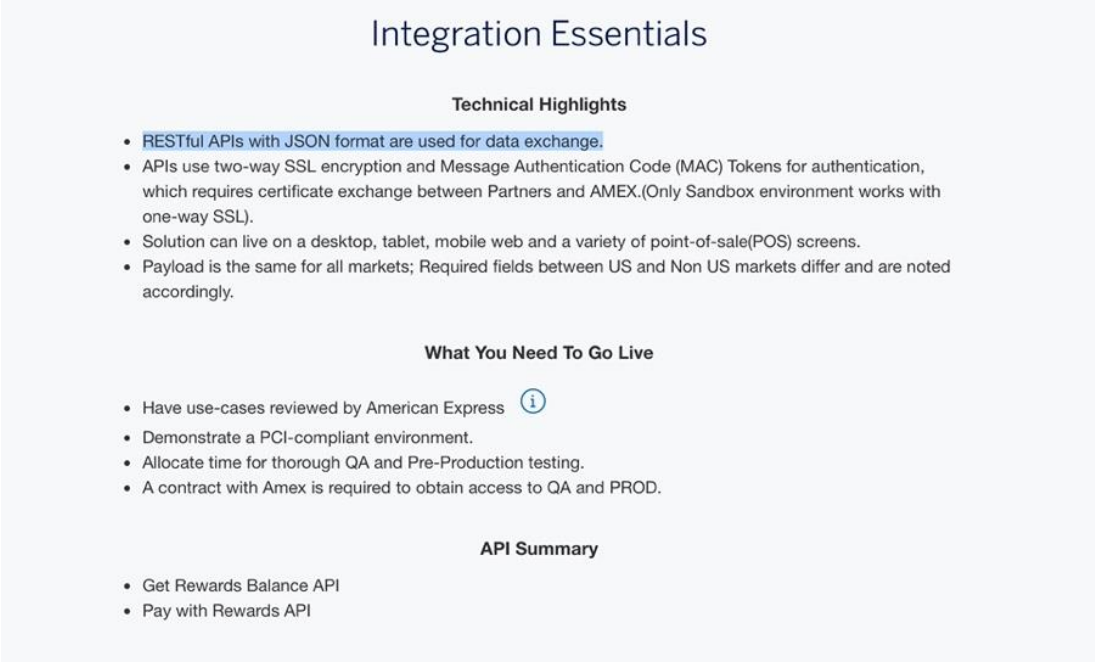
request message contains information sufficient to identify the token and the corresponding transaction,	**Rewards Account Linking and Redemption Options:** If you have multiple Products, we may automatically link them to the same Rewards Account. Your ability to use points may differ based on your Product and/or the Products linked to the Rewards Account. If you would like to link or delink any of the Products to the same Rewards Account, you may call us at the number listed on the back of your Card to do so. The ways you can use points may vary depending on the Product(s) that are linked to your Rewards Account. If you have a Card Account linked to your Rewards Account, you will have access to all the different ways to use points as described in the **'Program Terms & Conditions for Card Members'** section. If you do not have a Card Account linked to your Rewards Account, and you only have a Checking Account linked to your Rewards Account, your use of points is limited. These limitations are further described in **'Program Terms & Conditions for Checking Accounts'**. Corporate Cards issued to more than one individual may not be linked to a single Rewards Account. *Membership Rewards Terms and Conditions website indicating receipt of token information to identify consumer.* Source: Screen Grab from Membership Rewards Terms and Conditions Webpage, May 1, 2023, [https://www.americanexpress.com/content/dam/amex/us/rewards/membership-rewards/mr-terms-conditions-04.19.23.pdf?mrlinknav=footer-tandc] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit N.
and wherein the transaction	Upon information and belief, the Membership Rewards Program uses the AMEX credit card association network to receive the token identifying the consumer.

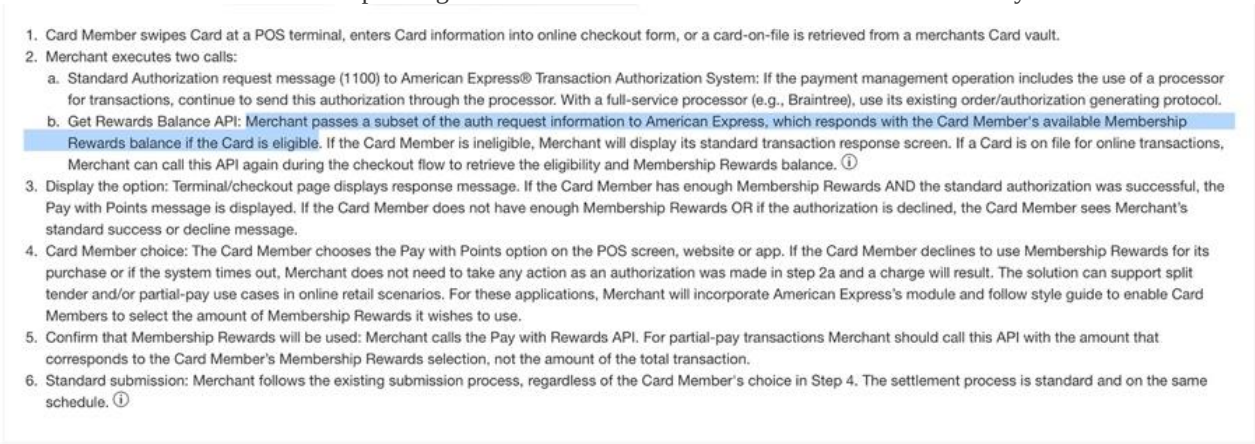
request message is transmitted over a credit card association network, wherein the token allows the consumer to identify themselves using the predefined elements recognized by the credit card association network;	 *AETS webpage flow chart indicating flow of information over the AMEX or association network.* Source: Screen Grab from American Express Developer AETS Summary Webpage, May 2, 2023, [https://developer.americanexpress.com/products/amex-token-service/guide#introduction] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit Q.
transmitting, by the loyalty program	Upon information and belief, the Membership Rewards Program transmits a response containing reward information via the POS terminal.

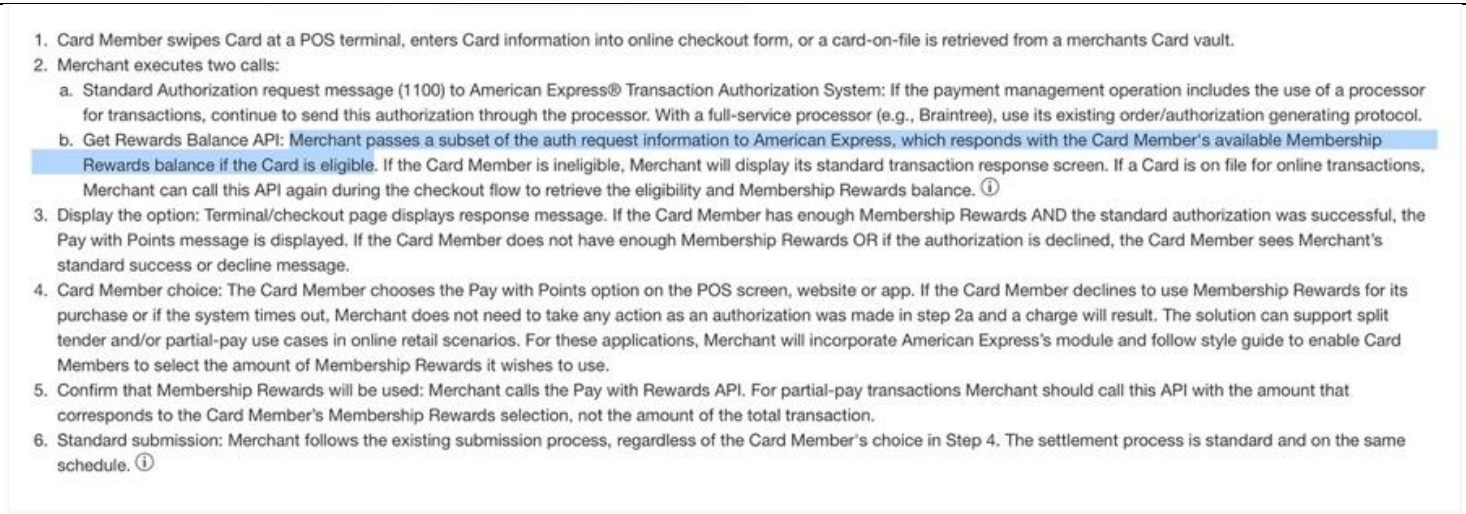
processor, a reward or other response message, to the POS terminal in response to receiving the transaction request message;	 *AMEX Developer website indicating that the processor transmits information back to the merchant transaction system.* Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.	
scanning, using the card reader of the POS terminal, the	Upon information and belief, the Membership Rewards Program necessarily requires an AMEX card to be scanned to tender payment for the corresponding transaction. The AMEX card number tendered for payment is separate and apart from the M1 number used to conduct the loyalty program transaction.	

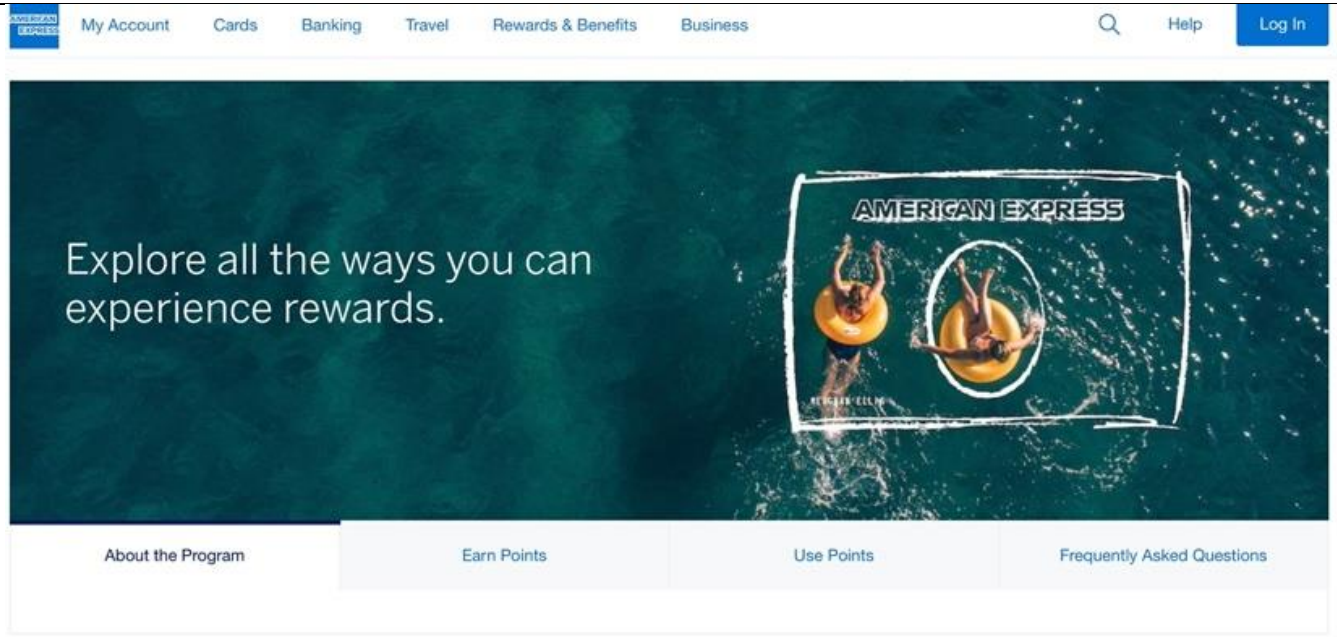
payment card of the consumer to tender payment for the corresponding transaction;	these programs, you're responsible for understanding all guidelines and restrictions before transferring points. For most partner loyalty programs,1,000 Membership Rewards points will equal 1,000 miles, points or credits. **The exceptions are:** • Aeromexico: 1,000 points = 1,600 Club Premier points • Hilton: 1,000 points = 2,000 Hilton Honors points • JetBlue Airways: 250 points = 200 JetBlue TrueBlue® points; must be transferred in 50-point increments You'll pay an excise tax offset fee ($0.0006 per point, up to $99) for points transferred to a U.S. airline frequent flyer program. This fee offsets the federal excise tax we must pay when you transfer points. It may be more or less than the actual amount of the excise tax we pay on any individual transfer. If you book a flight using frequent flyer miles, it won't be charged to your Card Account. This means you won't You can use Pay with Points for purchases with your Card in many places - American Express Travel, Amazon.com, Best Buy and other retailers. **When you use Pay with Points anywhere but Amazon.com, we will:** • Charge your Card Account for the purchase • Deduct the points from your Rewards Account • Apply a credit to your Card Account to reflect the points used If the points you used don't cover the full cost of the purchase, the difference will remain charged to your Card Account. The credit to your Card Account may appear during a different billing cycle than the charge for the purchase. Even if you expect a credit on a future billing statement, you must pay the minimum amount due on each billing statement by the due date. If you use a Pay Over Time feature (such as Pay Over Time Direct on a Consumer Card) for a purchase using Pay with Points, the billing statement credit you get may *Membership Rewards Terms and Conditions indicating charge to AMEX card will be made if point balance is insufficient.* Source: Screen Grab from Membership Rewards Terms and Conditions Webpage, May 1, 2023, [https://www.americanexpress.com/content/dam/amex/us/rewards/membership-rewards/mr-terms-conditions-04.19.23.pdf?mrlinknav=footer-tandc] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit N.
receiving, by the loyalty program processor, additional details of the corresponding transaction from the merchant	Upon information and belief, the method includes receiving by the processor of the Membership Rewards Program additional details of the corresponding transaction and then matching the additional details with the transaction request message.

transaction system and matching the additional details of the corresponding transaction with the transaction request message,	 points_needed long OPTIONAL The number of Points required to fulfil the purchase based on the supplied amount. e.g., 143 merchant_service_establishment_id string, *max: 29* OPTIONAL Merchant Store Number. **Note:** *This field is applicable only for non US market Partners. Partners can choose to send this field, but it is not required.* *This field is non-applicable for US market Partners.* e.g., 123456 merchant_pricing_code string, *max: 29* OPTIONAL Merchant pricing code. This is configured by Amex team and shared to Partner at the time of onboarding. **Note:** *This field is mandatory only for non US market Partners.* *This field is non-mandatory for US market Partners.* e.g., PWPA merchant_order_details string, *max: 29* OPTIONAL Merchant order details. **Note:** *This field is applicable only for non US market Partners. Partners can choose to send this field, but it is not required.* *This field is non-applicable for US market Partners.* e.g., ABC123 *AMEX Developer website indicating merchant providing details of transaction to processor.* Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.

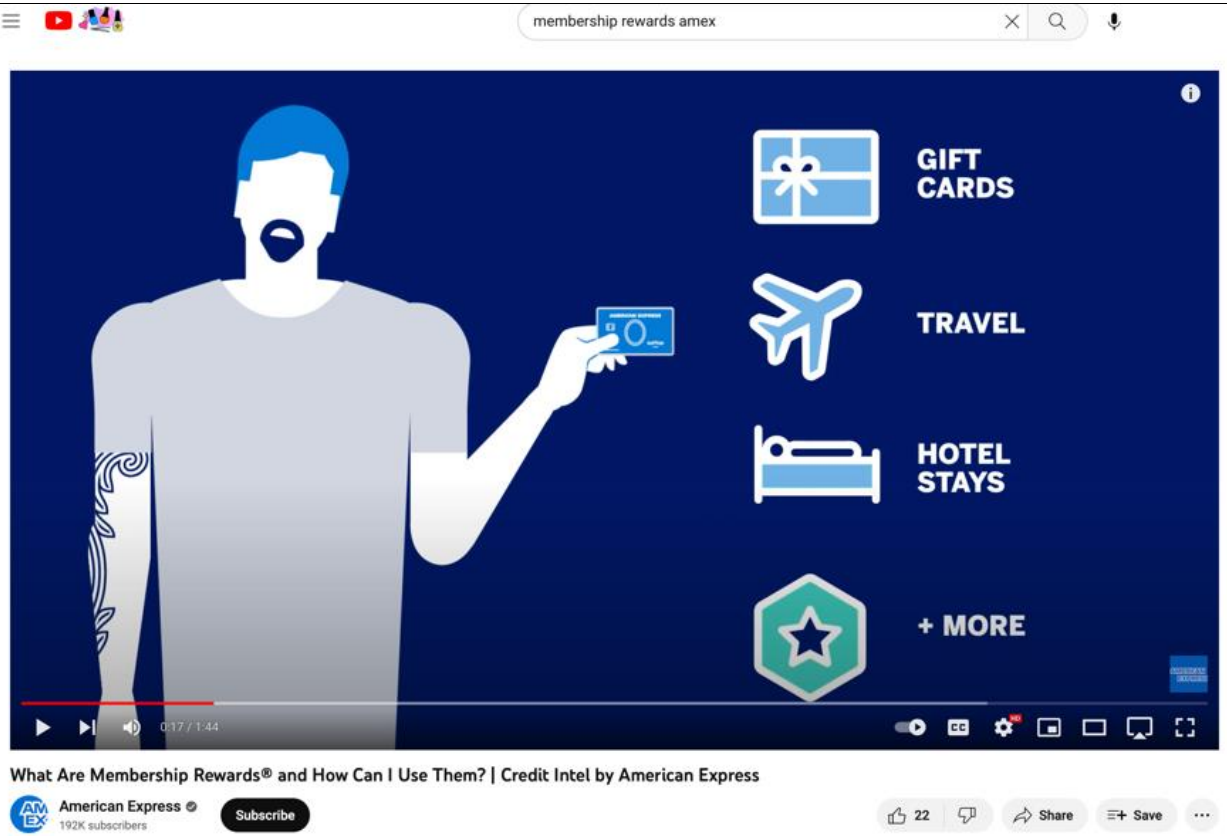
the additional details received over a communication network separate and distinct from the credit card association network; and	Upon information and belief, the Membership Rewards Program uses a separate and distinct network to transmit additional details of the transaction.  *REST stands for **Re**presentational **S**tate **T**ransfer. It relies on a stateless, client-server, cacheable communications. JSON format stands for **J**ava**S**cript **O**bject **N**otation) is a lightweight data-interchange format. It is easy for humans to read and write. It is easy for machines to parse and generate. Together they represent a network separate and distinct from the association network.* Source: Screen Grab from American Express Developer Global Pay with Points Overview Webpage [https://developer.americanexpress.com/products/amex-token-service/overview] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit P.

identifying, by the loyalty program processor, applicable rewards for the consumer based on the received additional details of the corresponding transaction from the merchant transaction system;	Upon information and belief, the Membership Rewards Program processor then identifies applicable rewards for the consumer based on the additional details of the corresponding transaction received from the merchant transaction system.  1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. *AMEX Developer website indicating transmission of transaction information by merchant transaction system to processor.* Source: Screen Grab from American Express Developer Webpage, May 1, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit E.
validating, by the loyalty program processor, the applicable rewards for the consumer in response to receiving the additional details of the corresponding transaction, to	Upon information and belief, the Membership Program included safety mechanisms to ensure consumers did not receive undeserved rewards for a corresponding transaction not completed. Upon information and belief, this is accomplished by validating the applicable rewards in response to receiving additional details of the corresponding transaction.

confirm that the consumer is not given undeserved reward for a corresponding transaction not completed.	 1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *AMEX Developer website indicating transmission of transaction information by merchant transaction system to processor.* Source: Screen Grab from American Express Developer Webpage, May 1, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit E.
Claim 11 -	
A computer implemented method for providing a loyalty program, comprising:	Upon information and belief, the Membership Rewards Program is a computer implemented method for providing a loyalty program.

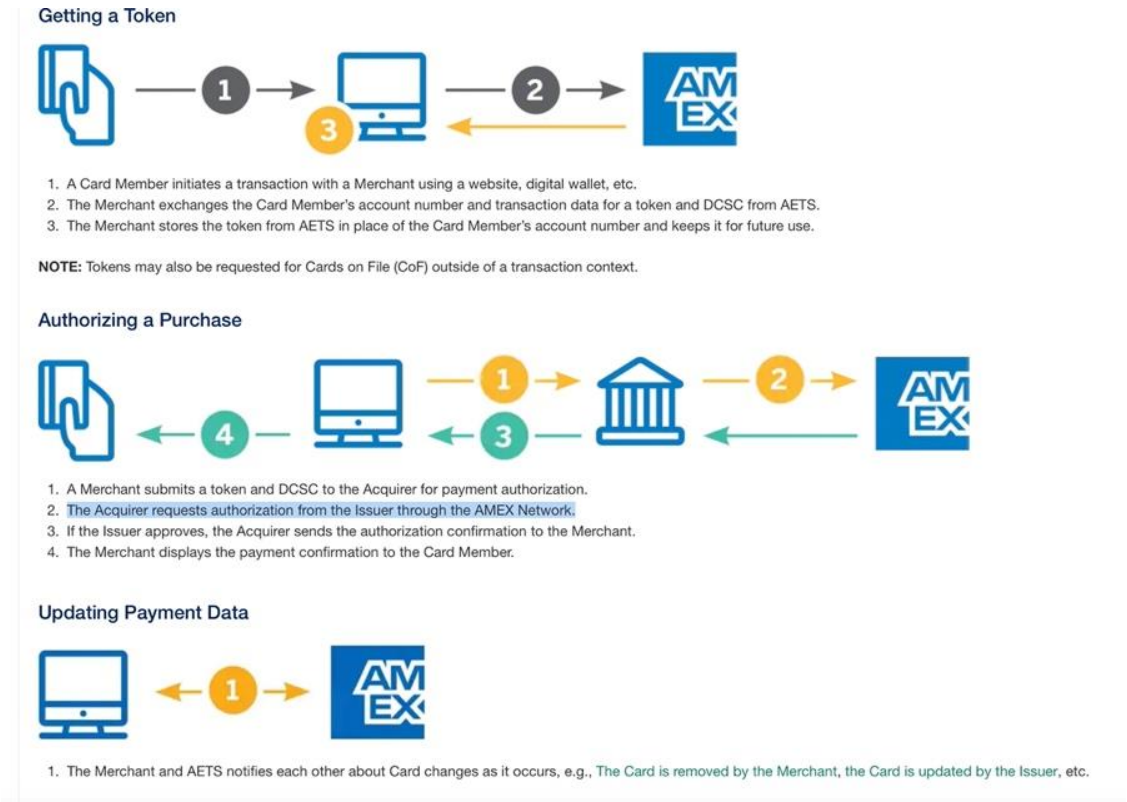
	 *Membership Rewards identifies itself as a rewards program in its current website home page.* Source: Screen Grab from Membership Rewards Webpage, May 1, 2023, [https://www.americanexpress.com/us/rewards/membership-rewards/about/?intlink=us-mr-d551-web-aw-mr-aboutMR-hero-bdsc-mrhp] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit M.
receiving, by a point of sale (POS) terminal of a merchant transaction	Upon information and belief, the Membership Rewards Program uses the POS terminal to receive the token from the loyalty card that allowed a consumer to identify themselves using predefined elements.

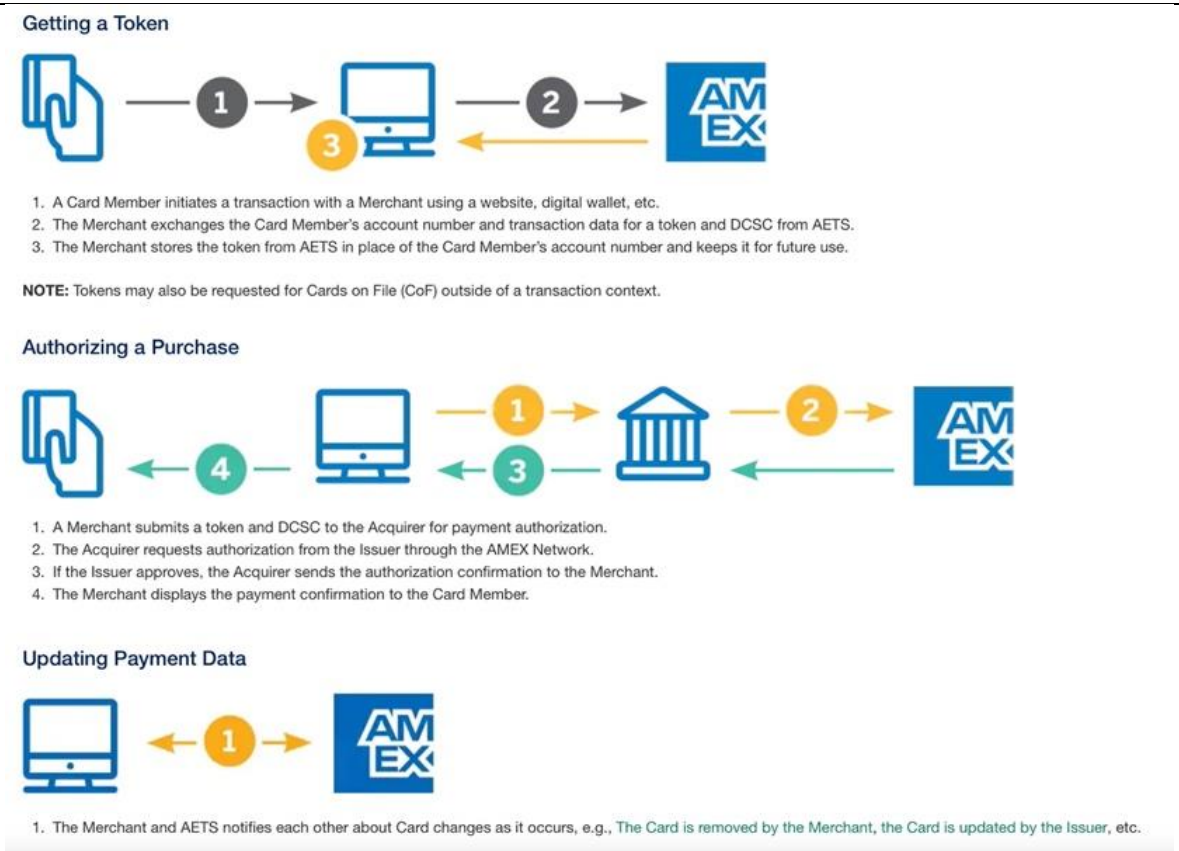
system, a token that allows a consumer to identify themselves using predefined elements,	 1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *Membership Rewards developer website clearly describes using a POS device.* Source: Screen Grab from AMEX Developer Global Pay with Points Guide Webpage, May 4, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 4, 2023) Entire Webpage attached as Exhibit E. & *Click Image to see American Express YouTube Channel's Video "What are Membership Rewards and How Can I Use Them"*

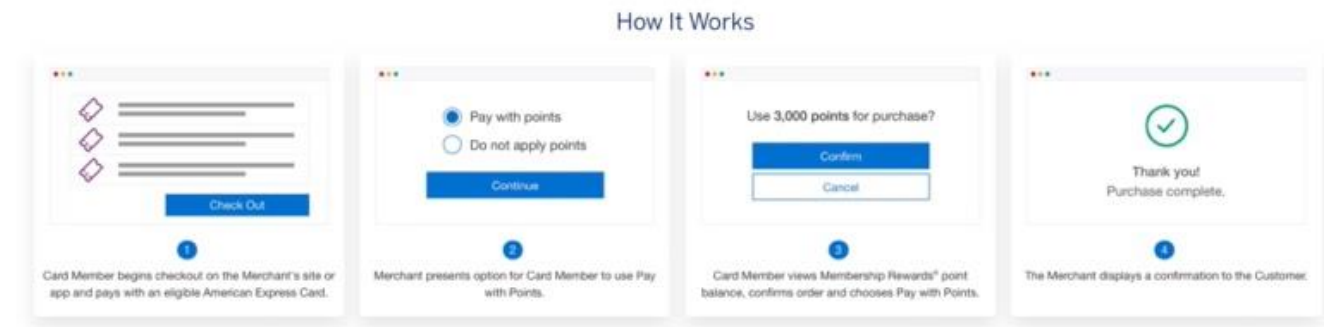
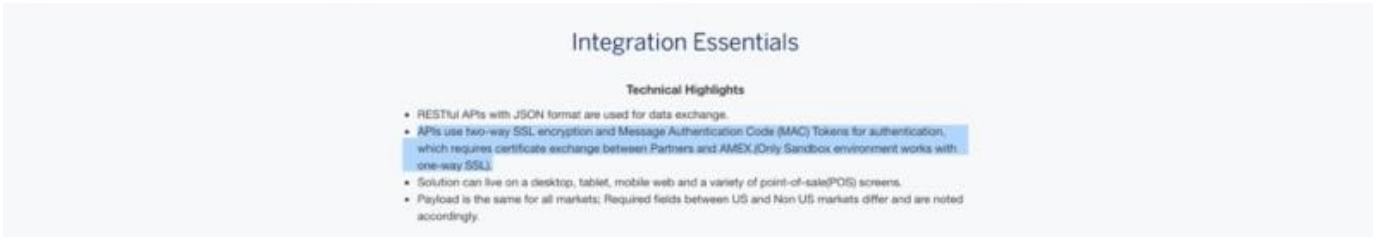
	
wherein the receipt of the token by the POS terminal is facilitated by physical scanning of a loyalty card;	Upon information and belief, the Membership Rewards Program uses the POS terminal with the consumer's token by physically scanning the AMEX card.

	 1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *Membership Rewards developer website clearly describes using a POS device*. Source: Screen Grab from AMEX Developer Global Pay with Points Guide Webpage, May 4, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 4, 2023) Entire Webpage attached as Exhibit E.
transmitting, by the POS terminal of the merchant transaction	Upon information and belief, the Membership Rewards Program uses the POS terminal to transmit a transaction request message for the corresponding sales transaction.

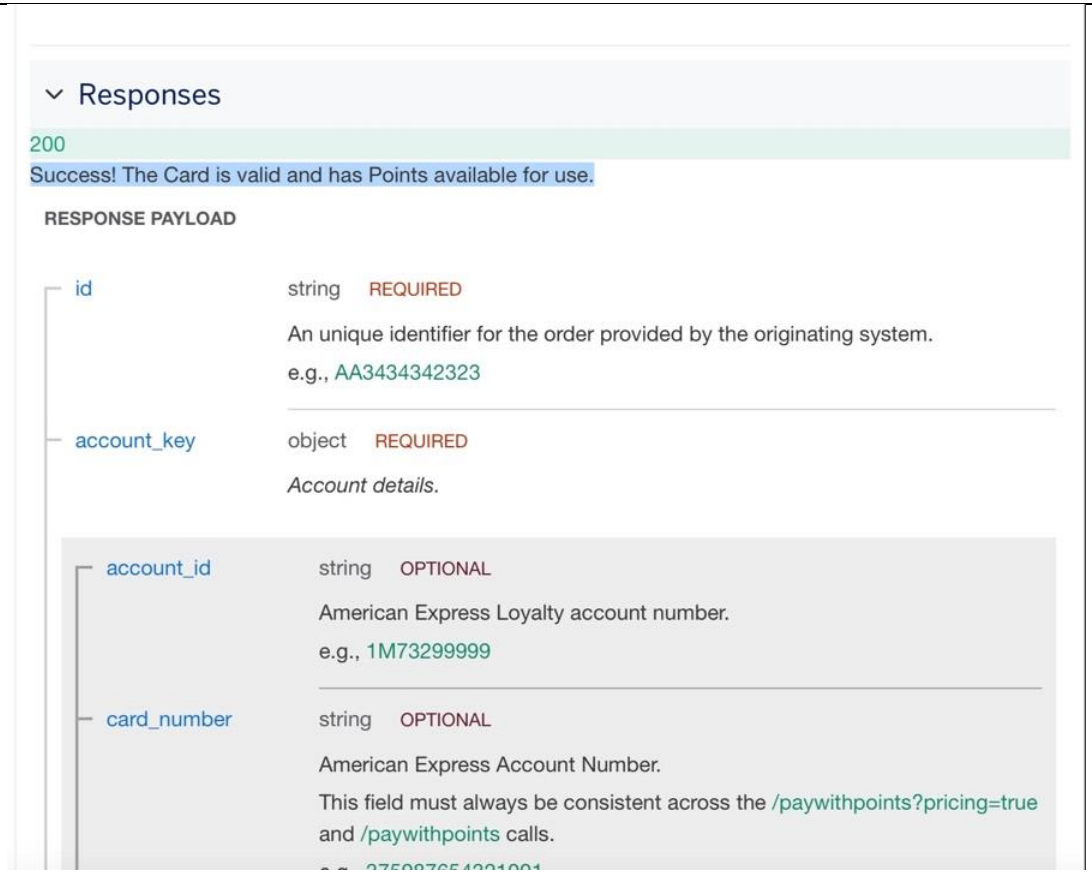
system, a transaction request message for a sales transaction,	 *Membership Rewards Developer Website indicating transaction requests through the merchant transaction system.* Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.

wherein the transaction request message is transmitted over a credit card association network;	Upon information and belief, the Membership Rewards Program uses the AMEX credit card association network to transmit the transaction request message.  Getting a Token 1. A Card Member initiates a transaction with a Merchant using a website, digital wallet, etc. 2. The Merchant exchanges the Card Member's account number and transaction data for a token and DCSC from AETS. 3. The Merchant stores the token from AETS in place of the Card Member's account number and keeps it for future use. **NOTE:** Tokens may also be requested for Cards on File (CoF) outside of a transaction context. Authorizing a Purchase 1. A Merchant submits a token and DCSC to the Acquirer for payment authorization. 2. The Acquirer requests authorization from the Issuer through the AMEX Network. 3. If the Issuer approves, the Acquirer sends the authorization confirmation to the Merchant. 4. The Merchant displays the payment confirmation to the Card Member. Updating Payment Data 1. The Merchant and AETS notifies each other about Card changes as it occurs, e.g., The Card is removed by the Merchant, the Card is updated by the Issuer, etc. *AETS webpage flow chart indicating flow of information over the AMEX or association network.* Source: Screen Grab from American Express Developer AETS Summary Webpage, May 2, 2023, [https://developer.americanexpress.com/products/amex-token-service/guide#introduction] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit Q.
receiving, by a loyalty program processor, the	Upon information and belief, the Membership Rewards Program processor receives the transaction request message which was initiated by the token.

corresponding transaction request message initiated by the token from the merchant transaction system,	 *American Express Token Service (AETS) flow chart indicating merchant transaction system initiation of a token which is received by AMEX.* Source: Screen Grab from American Express Developer AETS Summary Webpage, May 2, 2023, [https://developer.americanexpress.com/products/amex-token-service/guide#introduction] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit Q. &

	  *Membership Rewards flow chart indicating how interactions with AMEX and Merchant System appear to consumer.* Source: Screen Grab from American Express Developer Global Pay with Points Summary Webpage [https://developer.americanexpress.com/products/global-pay-with-points/overview] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit R.
wherein the transaction request message contains information sufficient to identify the token and the corresponding transaction, and	Upon information and belief, the Membership Reward Program uses the token information to identify the corresponding transaction and token used during the loyalty transaction phase of the transaction is not used to pay for the corresponding transaction.

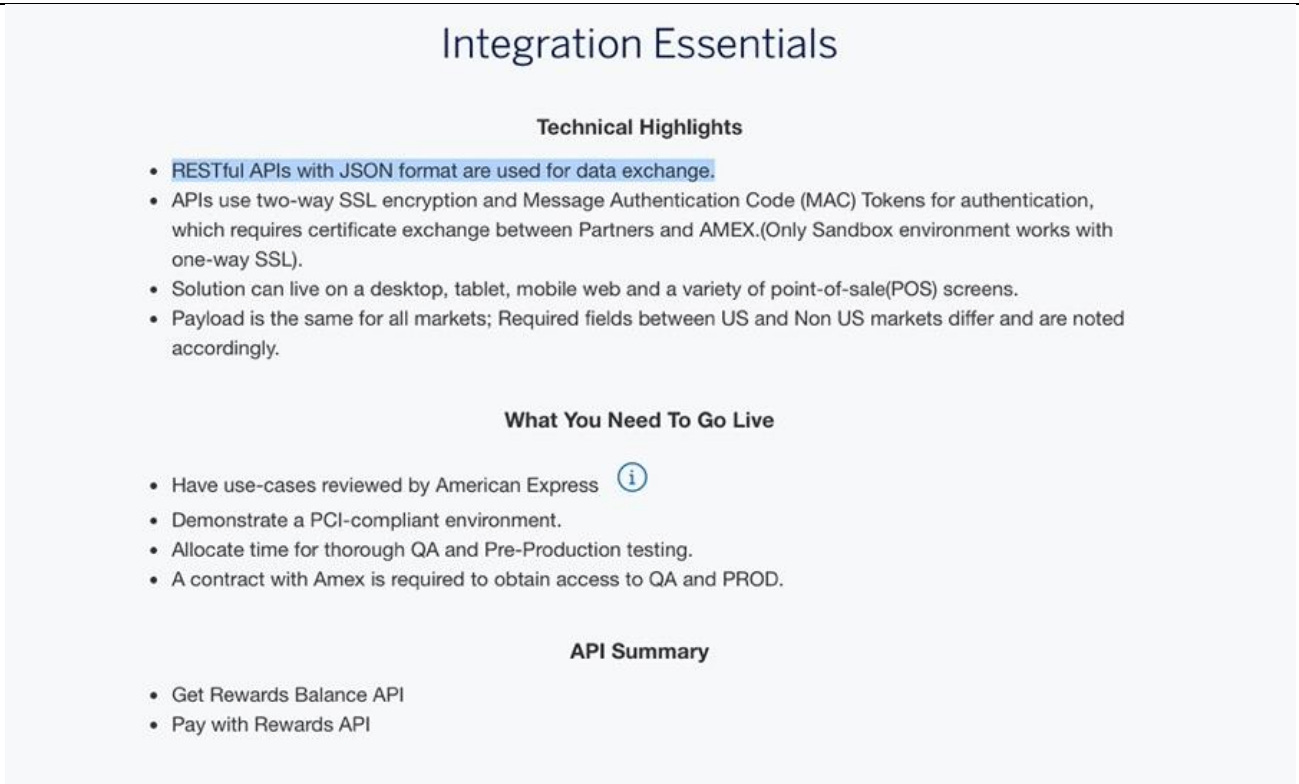
wherein the token cannot be used as tender to pay for the corresponding transaction;	these programs, you're responsible for understanding all guidelines and restrictions before transferring points. For most partner loyalty programs,1,000 Membership Rewards points will equal 1,000 miles, points or credits. **The exceptions are:** • Aeromexico: 1,000 points = 1,600 Club Premier points • Hilton: 1,000 points = 2,000 Hilton Honors points • JetBlue Airways: 250 points = 200 JetBlue TrueBlue® points; must be transferred in 50-point increments You'll pay an excise tax offset fee ($0.0006 per point, up to $99) for points transferred to a U.S. airline frequent flyer program. This fee offsets the federal excise tax we must pay when you transfer points. It may be more or less than the actual amount of the excise tax we pay on any individual transfer. If you book a flight using frequent flyer miles, it won't be charged to your Card Account. This means you won't You can use Pay with Points for purchases with your Card in many places - American Express Travel, Amazon.com, Best Buy and other retailers. **When you use Pay with Points anywhere but Amazon.com, we will:** • Charge your Card Account for the purchase • Deduct the points from your Rewards Account • Apply a credit to your Card Account to reflect the points used If the points you used don't cover the full cost of the purchase, the difference will remain charged to your Card Account. The credit to your Card Account may appear during a different billing cycle than the charge for the purchase. Even if you expect a credit on a future billing statement, you must pay the minimum amount due on each billing statement by the due date. If you use a Pay Over Time feature (such as Pay Over Time Direct on a Consumer Card) for a purchase using Pay with Points, the billing statement credit you get may *Membership Rewards Terms and Conditions indicating charge to AMEX card will be made if point balance is insufficient.* Source: Screen Grab from Membership Rewards Terms and Conditions Webpage, May 1, 2023, [https://www.americanexpress.com/content/dam/amex/us/rewards/membership-rewards/mr-terms-conditions-04.19.23.pdf?mrlinknav=footer-tandc] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit N.
transmitting, by the loyalty program processor, a reward or other response message, to the POS terminal in response to receiving the	Upon information and belief, the Membership Rewards Program receives the transaction request message from the POS terminal, and then the processor of the Membership Rewards Program transmits a reward or other response message to the POS terminal in response to receiving the transaction request message.

transaction request message;	 *AMEX Developer website indicating that the processor transmits information back to the merchant transaction system.* Source: Screen Grab from American Express Developer Global Pay with Points Specifications Webpage [https://developer.americanexpress.com/products/global-pay-with-points/resources#readme] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit S.	
scanning, using the card scanner of the POS	Upon information and belief, the Membership Rewards Program scans an AMEX card to tender payment for the corresponding transaction.	

terminal, a payment card of the consumer to tender payment for the corresponding transaction;	 1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *Membership Rewards Developer website for Global Pay with Points indicating that a POS device is used.* Source: Screen Grab from AMEX Developer Global Pay with Points Guide Webpage, May 4, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 4, 2023) Entire Webpage attached as Exhibit E.
wherein the token is at least one of an ID number or a credit card number, permits	Upon information and belief, the Membership Reward Program used a token, or identifying number, during the authorization request as a means of identifying the user's M1 account.

a consumer to identify themselves using predefined elements recognized by the credit card association network;	**Rewards Account Linking and Redemption Options:** If you have multiple Products, we may automatically link them to the same Rewards Account. Your ability to use points may differ based on your Product and/or the Products linked to the Rewards Account. If you would like to link or delink any of the Products to the same Rewards Account, you may call us at the number listed on the back of your Card to do so. The ways you can use points may vary depending on the Product(s) that are linked to your Rewards Account. If you have a Card Account linked to your Rewards Account, you will have access to all the different ways to use points as described in the **'Program Terms & Conditions for Card Members'** section. If you do not have a Card Account linked to your Rewards Account, and you only have a Checking Account linked to your Rewards Account, your use of points is limited. These limitations are further described in **'Program Terms & Conditions for Checking Accounts'**. Corporate Cards issued to more than one individual may not be linked to a single Rewards Account. *Membership Rewards Terms and Conditions website indicating receipt of token information to identify consumer*. Source: Screen Grab from Membership Rewards Terms and Conditions Webpage, May 1, 2023, [https://www.americanexpress.com/content/dam/amex/us/rewards/membership-rewards/mr-terms-conditions-04.19.23.pdf?mrlinknav=footer-tandc] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit N.

receiving, by the loyalty program processor, additional details of the corresponding transaction and matching the additional details of the corresponding transaction with the corresponding transaction request message so as to identify applicable rewards for the consumer,	Upon information and belief, the Membership Rewards Program receives the additional details of the corresponding transaction and matches the details with the transaction request message, thereby identifying applicable rewards for the consumer. 1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *AMEX Developer website indicating transmission of transaction information by merchant transaction system to processor.* Source: Screen Grab from American Express Developer Webpage, May 1, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit E.
the additional details received over a communication network separate and distinct from the credit card association network; and	Upon information and belief, the Membership Rewards Program uses a separate and distinct network to transmit additional details of the transaction.



Integration Essentials

Technical Highlights

- RESTful APIs with JSON format are used for data exchange.
- APIs use two-way SSL encryption and Message Authentication Code (MAC) Tokens for authentication, which requires certificate exchange between Partners and AMEX.(Only Sandbox environment works with one-way SSL).
- Solution can live on a desktop, tablet, mobile web and a variety of point-of-sale(POS) screens.
- Payload is the same for all markets; Required fields between US and Non US markets differ and are noted accordingly.

What You Need To Go Live

- Have use-cases reviewed by American Express
- Demonstrate a PCI-compliant environment.
- Allocate time for thorough QA and Pre-Production testing.
- A contract with Amex is required to obtain access to QA and PROD.

API Summary

- Get Rewards Balance API
- Pay with Rewards API

*REST stands for **Re**presentational **S**tate **T**ransfer. It relies on a stateless, client-server, cacheable communications. JSON format stands for **J**ava**S**cript **O**bject **N**otation) is a lightweight data-interchange format. It is easy for humans to read and write. It is easy for machines to parse and generate. Together they represent a network separate and distinct from the association network.*

Source:
Screen Grab from American Express Developer Global Pay with Points Overview Webpage [https://developer.americanexpress.com/products/amex-token-service/overview] (Last Accessed on May 2, 2023)

Entire Webpage attached as Exhibit R.

validating, by the loyalty program processor, the applicable rewards for the consumer in response to receiving the additional details of the corresponding transaction, to confirm that the consumer is not given undeserved reward for a corresponding transaction not completed.	Upon information and belief, the Membership Program includes safety mechanisms to ensure consumers did not receive undeserved rewards for a corresponding transaction not completed. Upon information and belief, this is accomplished by validating the applicable rewards in response to receiving additional details of the corresponding transaction. 1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault. 2. Merchant executes two calls: a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol. b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ 3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message. 4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use. 5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction. 6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ *AMEX Developer website indicating transmission of transaction information by merchant transaction system to processor.* Source: Screen Grab from American Express Developer Webpage, May 1, 2023, [https://developer.americanexpress.com/products/global-pay-with-points/guide#details] (Last Accessed on May 2, 2023) Entire Webpage attached as Exhibit E.

EXHIBIT E

Global Pay with Points

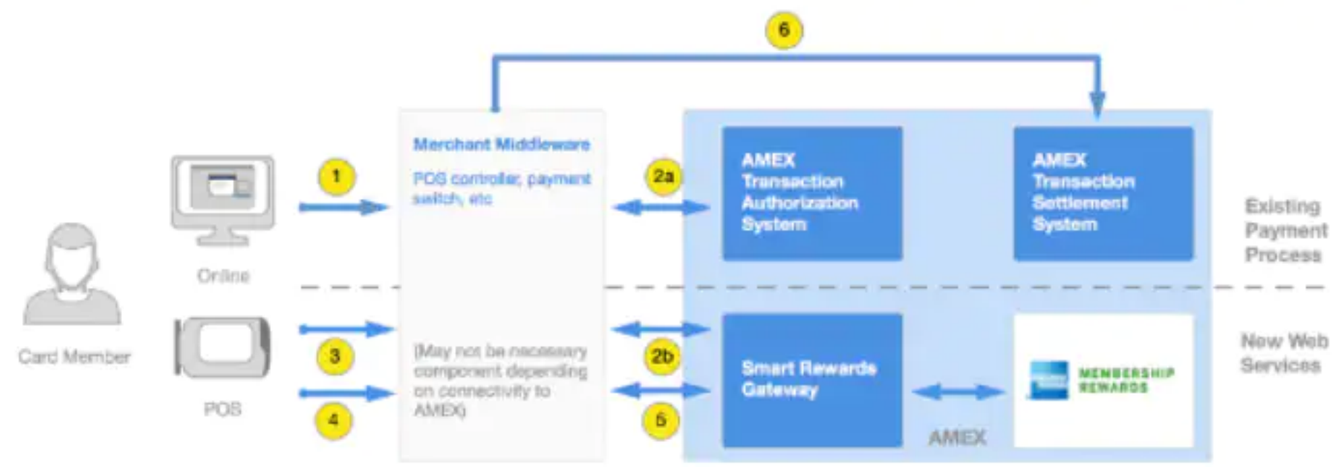
Summary

Summary

Below you will see the core flow for the Global Pay with Points experience. Two aspects of your system may customize the core flow:

a. How you process transactions and who you use to process such transactions (standard third-party processor, direct with American Express, a full-service processor like Braintree or Stripe, or a middleware provider/POS controller), and;
b. What data you have access to.

We have solutions that work for virtually all combinations of data access and processor arrangements.



1. Card Member swipes Card at a POS terminal, enters Card information into online checkout form, or a card-on-file is retrieved from a merchants Card vault.
2. Merchant executes two calls:
   a. Standard Authorization request message (1100) to American Express® Transaction Authorization System: If the payment management operation includes the use of a processor for transactions, continue to send this authorization through the processor. With a full-service processor (e.g., Braintree), use its existing order/authorization generating protocol.
   b. Get Rewards Balance API: Merchant passes a subset of the auth request information to American Express, which responds with the Card Member's available Membership Rewards balance if the Card is eligible. If the Card Member is ineligible, Merchant will display its standard transaction response screen. If a Card is on file for online transactions, Merchant can call this API again during the checkout flow to retrieve the eligibility and Membership Rewards balance. ⓘ
3. Display the option: Terminal/checkout page displays response message. If the Card Member has enough Membership Rewards AND the standard authorization was successful, the Pay with Points message is displayed. If the Card Member does not have enough Membership Rewards OR if the authorization is declined, the Card Member sees Merchant's standard success or decline message.
4. Card Member choice: The Card Member chooses the Pay with Points option on the POS screen, website or app. If the Card Member declines to use Membership Rewards for its purchase or if the system times out, Merchant does not need to take any action as an authorization was made in step 2a and a charge will result. The solution can support split tender and/or partial-pay use cases in online retail scenarios. For these applications, Merchant will incorporate American Express's module and follow style guide to enable Card Members to select the amount of Membership Rewards it wishes to use.
5. Confirm that Membership Rewards will be used: Merchant calls the Pay with Rewards API. For partial-pay transactions Merchant should call this API with the amount that corresponds to the Card Member's Membership Rewards selection, not the amount of the total transaction.
6. Standard submission: Merchant follows the existing submission process, regardless of the Card Member's choice in Step 4. The settlement process is standard and on the same schedule. ⓘ

All access to and use of the Amex for Developers Portal is subject to our Online Privacy Statement and indicates your agreement to be bound by our Terms of Use. Please review.

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EXHIBIT F

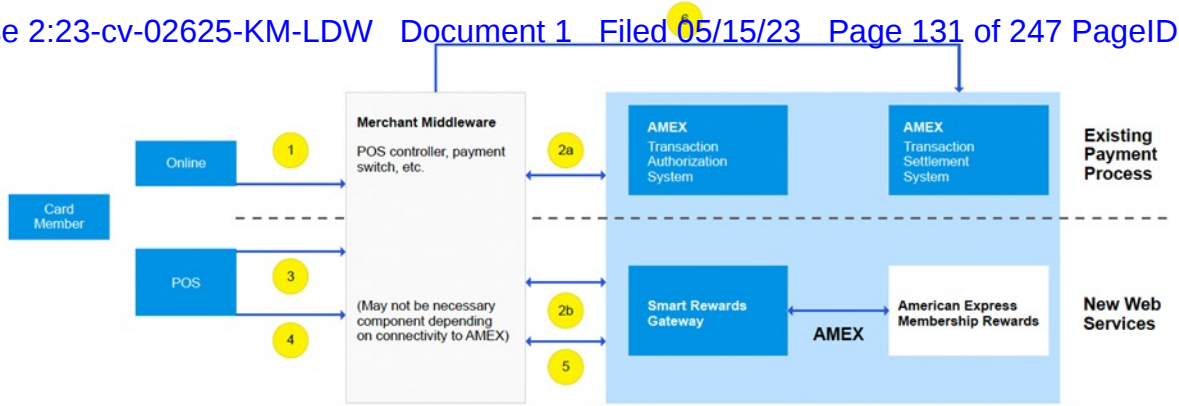

Merchant Middleware
POS controller, payment switch, etc.
(May not be necessary component depending on connectivity to AMEX)
Online
POS
Card Member
1
2a
2b
3
4
5
AMEX
Transaction Authorization System
AMEX
Transaction Settlement System
Existing Payment Process
Smart Rewards Gateway
AMEX
American Express Membership Rewards
New Web Services

EXHIBIT G

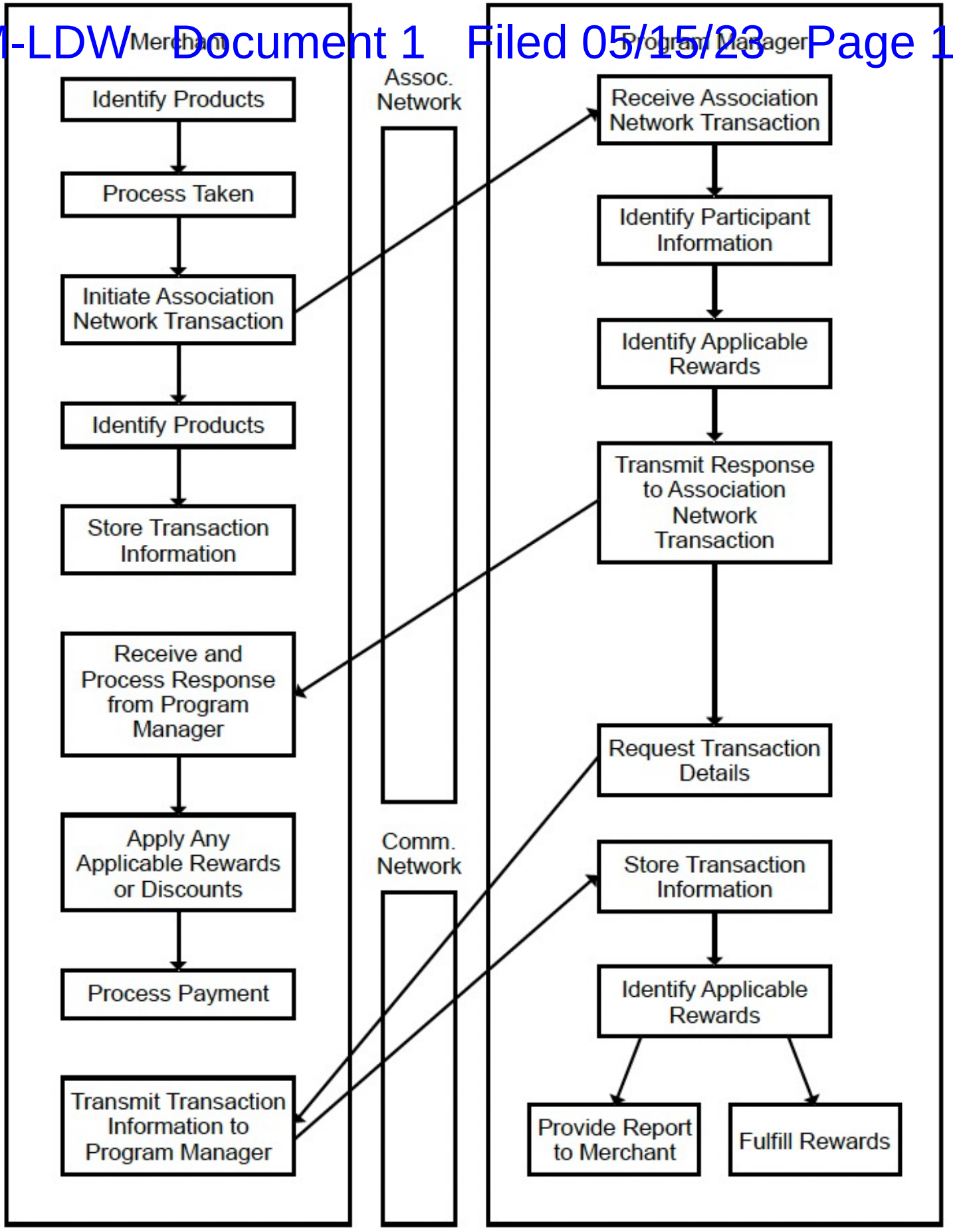

Merchant
Identify Products
Process Taken
Initiate Association Network Transaction
Identify Products
Store Transaction Information
Receive and Process Response from Program Manager
Apply Any Applicable Rewards or Discounts
Process Payment
Transmit Transaction Information to Program Manager
Assoc. Network
Comm. Network
Program Manager
Receive Association Network Transaction
Identify Participant Information
Identify Applicable Rewards
Transmit Response to Association Network Transaction
Request Transaction Details
Store Transaction Information
Identify Applicable Rewards
Provide Report to Merchant
Fulfill Rewards

EXHIBIT H

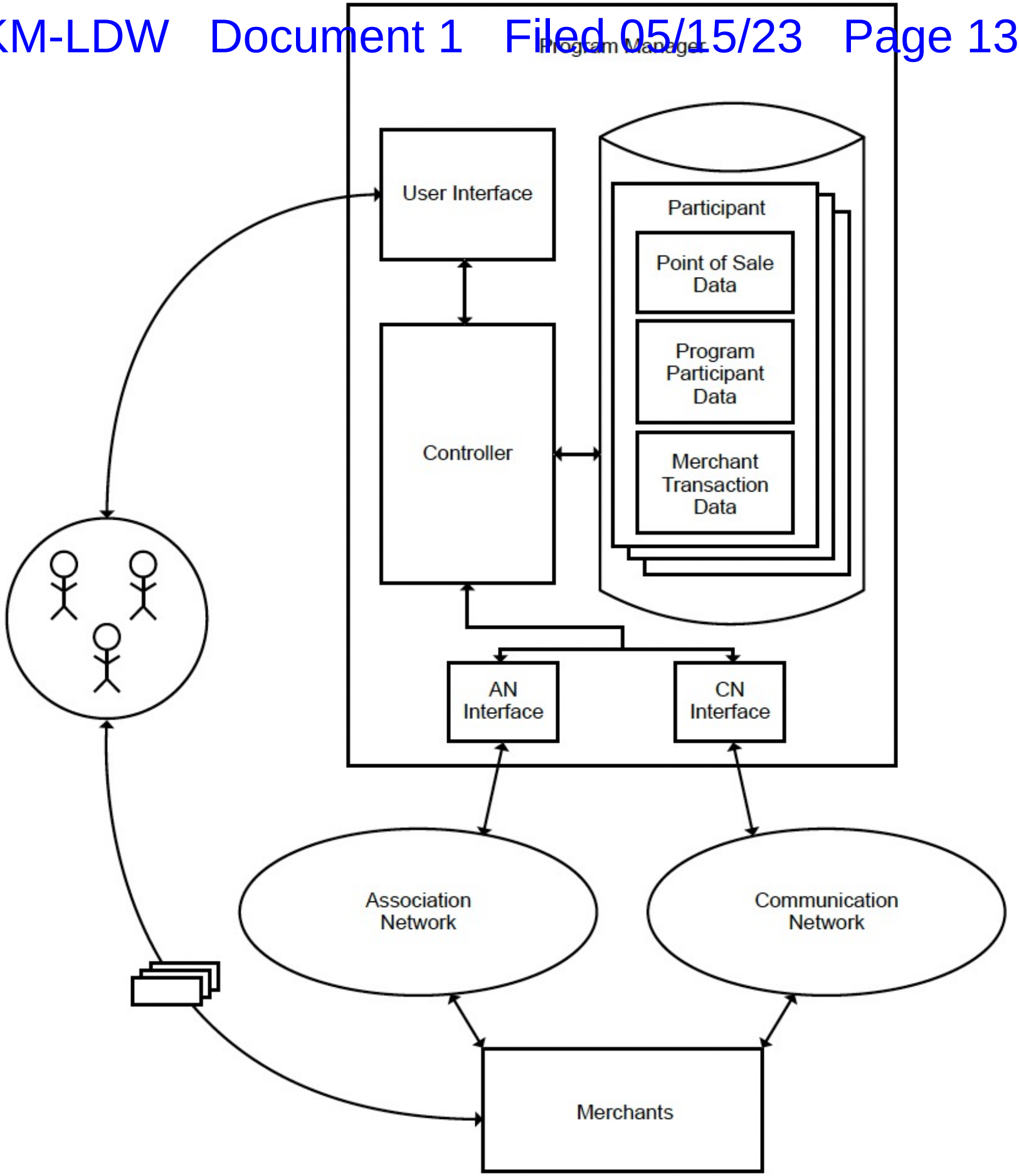
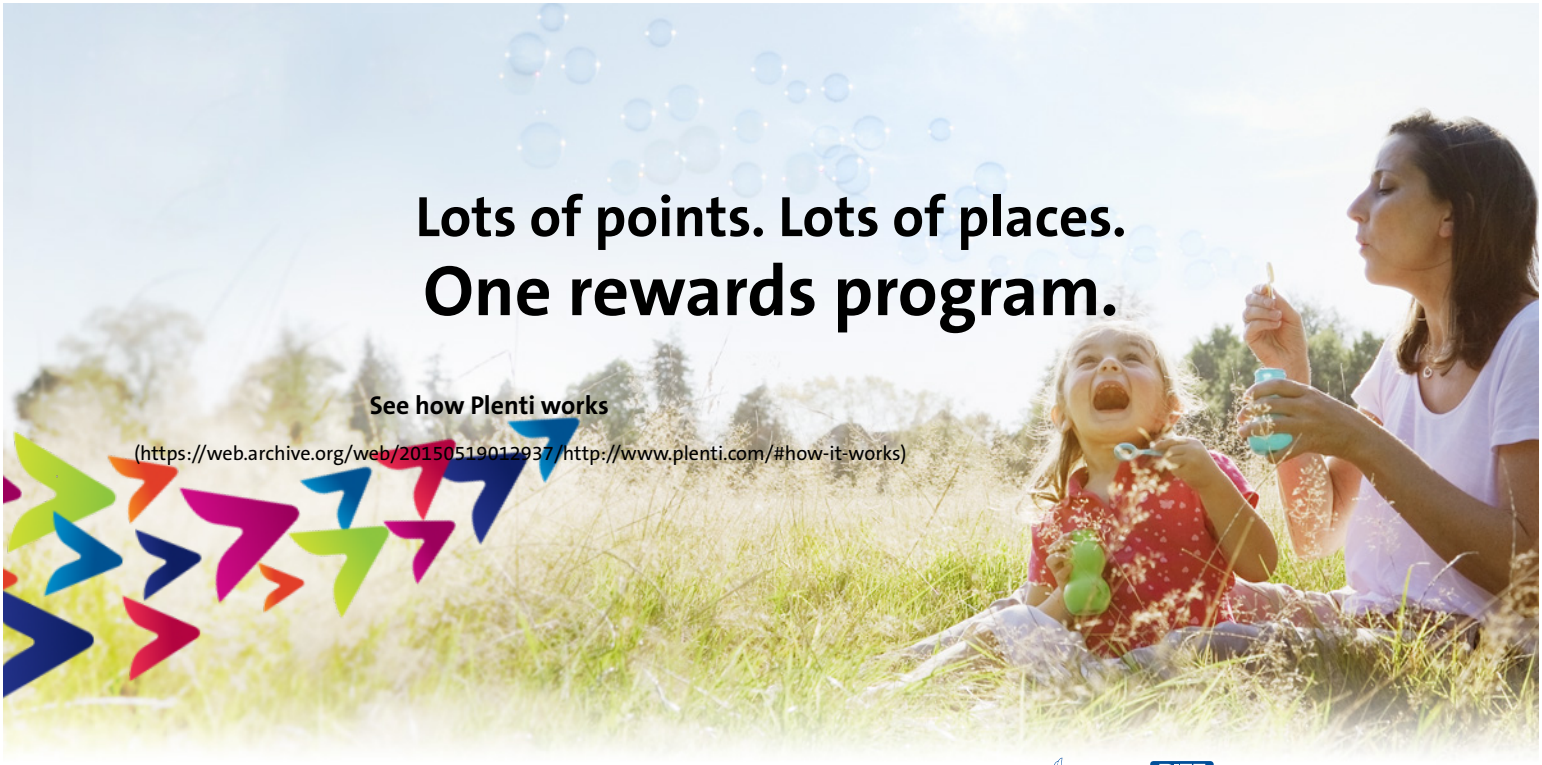

Program Manager
User Interface
Participant
Point of Sale Data
Program Participant Data
Merchant Transaction Data
Controller
AN Interface
CN Interface
Association Network
Communication Network
Merchants

EXHIBIT I

The Wayback Machine - https://web.archive.org/web/20150519012937/http://www.plenti.com/



at&t EXXON macy's Mobil Nationwide RITE AID

Direct Energy. enterprise hulu

(/web/20150519012937/http://www.plenti.com/partners)

How it works

Earn points

Earn Plenti points on things you buy every day at Plenti partners, some of your favorite supermarkets, and hundreds of online retailers. Learn More. (/earn-points/how-to-earn-points)

Boost your points

Boost your Plenti points balance with special weekly offers, including welcome offers worth at least $100 in savings. Join for free or set up your online account! (/sign-up)

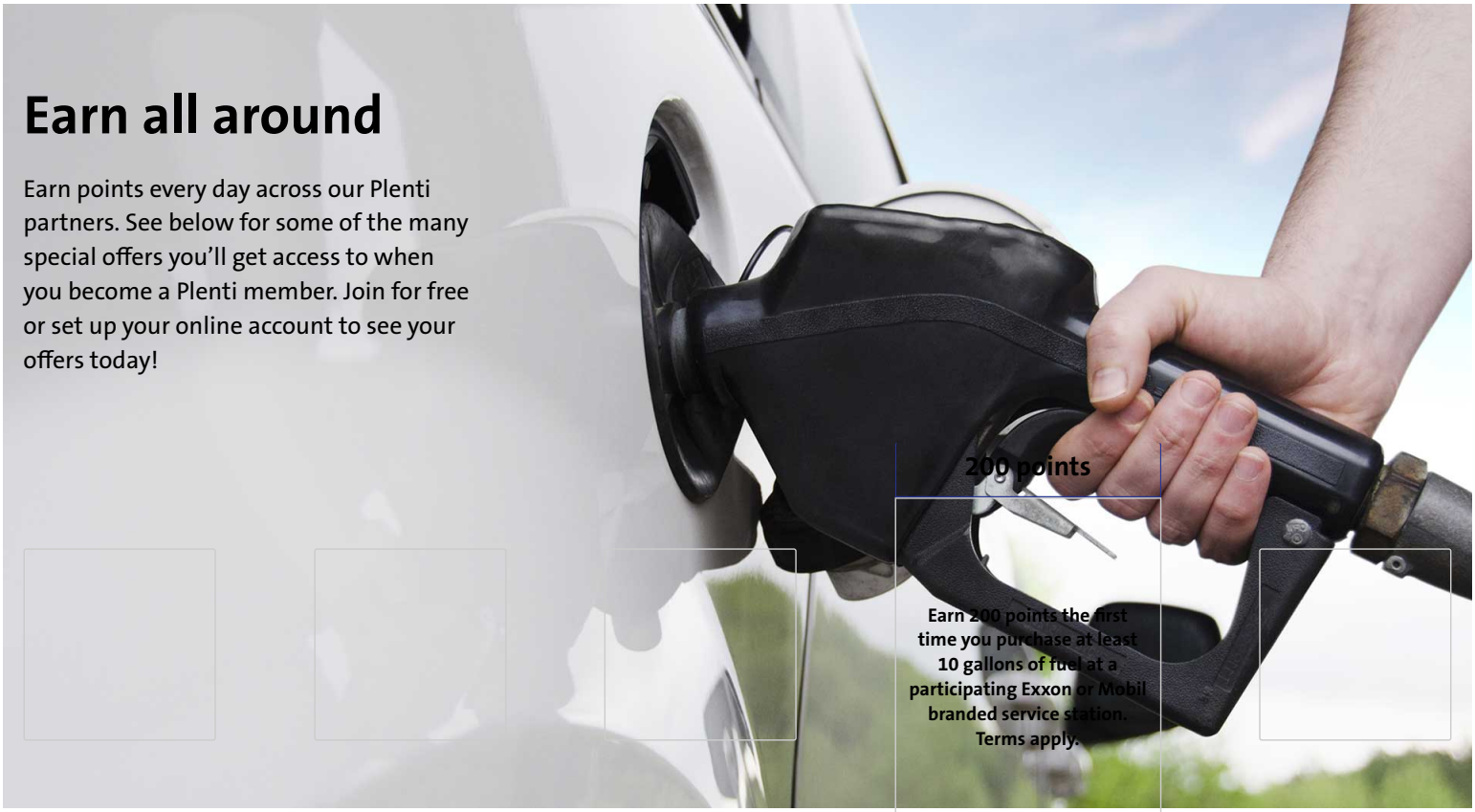
Use points

Use Plenti points for savings at checkout with certain partners. For example, use 1,000 Plenti points to get at least $10 off! Learn more. (/use-points/how-to-use-points)

See Plenti in action. Click here to watch the video.

Earn all around

Earn points every day across our Plenti partners. See below for some of the many special offers you'll get access to when you become a Plenti member. Join for free or set up your online account to see your offers today!



Earn on grocery, health, and personal care items

You can also earn Plenti points from shopping at some of your favorite supermarkets that have their own rewards programs. Just link your existing store loyalty card to your Plenti account and continue to use it as you normally would at thousands of participating store locations.

Earn online.

If you shop on the internet, you'll love earning points at the hundreds of popular stores featured in our Online Marketplace.

Shop the Online Marketplace
(/web/20150519012937/http://www.plenti.com/marketplace)

ProFlowers

QVC

Microsoft

There's Plenti together!

Sign-up to access our welcome offers **worth at least $100 in savings!** Join for free or set up your online account today.

Join for Free (/sign-up)

Or get started on our Plenti app

(https://web.archive.org/web/201505190

(https://web.archive.org/web/201505190
id=com.americanexpress.plenti)

(/web/20150519012937/http://www.plenti.com/partners)

(https://web.archive.org/web/20150519012937/https://www.facebook.com/Plentirewards)

(https://web.archive.org/web/20150519012937/https://twitter.com/Plentirewards)

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(https://web.archive.org/web/20150519012937/https://www.facebook.com/Plentirewards)

(https://web.archive.org/web/20150519012937/https://twitter.com/Plentirewards)

(https://web.archive.org/web/20150519012937/https://www.plenti.com/)

About Plenti

How To Earn Points (/earn-points/how-to-earn-points)

How To Use Points (/use-points/how-to-use-points)

Plenti Partners (/partners)

Online Marketplace (/marketplace)

FAQs (/frequently-asked-questions)

Legal/Privacy (/legal)

Site Map (/site-map)

Online Terms of Service (/termsofservice) | Online Privacy Statement (/onlineprivacystatement) | AdChoices (https://web.archive.org/web/20150519012937/http://info.evidon.com/pub_info/v=1)

Plenti is a rewards program. Participation is subject to the Plenti Terms and Conditions (/terms). You must fully enroll to become a member and use points. You can enroll at plenti.com. Points have no monetary value and expire after 2 years. Participating partners and offers are subject to change without notice and are subject to geographic availability, location exclusions and additional terms. All rights reserved.

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EXHIBIT J

Join for Free Log In

Plenti Terms and Conditions

You agree and are subject to the following Terms and Conditions ("Terms") when you open a Plenti account or use or participate in the Plenti rewards program in any way.

WHAT'S *PLENTI*?	A rewards program where fully enrolled Members can earn and use Points for savings at participating companies ("Partners").
AM I A *MEMBER*?	To become a Member, you must fully enroll. Just receiving a Plenti rewards card does not make you a fully enrolled Member. To fully enroll, go to plenti.com/signup.
HOW DO I *EARN* POINTS?	Use your Plenti rewards card (or, where available, your Plenti key tag, Plenti mobile number, or your linked phone number) when you make qualifying purchases with our Partners. Activate offers at plenti.com or in the Plenti mobile app to earn more points on eligible purchases.
WHERE CAN I EARN AND USE POINTS?	Go to plenti.com/partners to see all the places you can earn and use Points. Partner availability can vary by location.

WHEN CAN I USE POINTS?	You must become a fully enrolled Member to use Points. See "Am I a Member?" above to learn how.
HOW CAN I *USE* POINTS?	You can use points to receive discounts off purchases at specified Partners.
DO POINTS *EXPIRE*?	Yes. Points expire after two years.
DO YOU *SHARE* MY INFORMATION?	Yes. We may share your enrollment information with our Partners with your consent. You can revoke this consent by going to plenti.com/choices.
WHOM DO I *CONTACT* IF I HAVE A PROBLEM?	Contact us through plenti.com or call 1-855-PLENTI1 (1-855-753-6841).
WHAT IF I HAVE A *PROBLEM* CUSTOMER SERVICE CAN'T RESOLVE?	All disputes are subject to mandatory arbitration. See "Dispute Resolution" in the attached Terms.

WHAT IS PLENTI?

Welcome. ***Plenti*** is a rewards program operated by the American Express Travel Related Services Company, Inc. (referred to as "***Plenti***" or "***we***" or "***us***"). Plenti allows fully enrolled members ("Members") to earn rewards points ("Points") by making qualifying purchases at certain retail and service companies ("***Sponsors***," whom we may also refer to as "***partners***") and through other promotions and offers. Members may use the Points they earn to receive discounts at the participating locations of specified Sponsors. Visit plenti.com for more information on where you can earn and use Points.

There is no cost to participate in Plenti. However, you must **fully** enroll in order to earn and use Points. **You are not a Member until you have fully enrolled. Merely having a rewards card does not mean you are a Member.** See "How Do I Become a Member?" below to learn how to fully enroll.

You may use any form of payment (e.g., cash, credit, debit) generally accepted by a given Sponsor to make qualifying purchases that earn Points. You do not need a credit card to join Plenti. Plenti is not itself a credit card. Enrolling in Plenti will not result in an inquiry to the credit bureaus. **Points expire after two years**, as described below under "How Can I Use Points?"

WHO IS ELIGIBLE?

To be eligible for Plenti, you must be at least 13 years of age and have a residence in the United States or its territories. If you are between 13 and 18 years old, you agree you have obtained permission from your parent or legal guardian to join Plenti. Additionally, if you live in Canada you are eligible to join Plenti; however, Plenti is only available for use in the United States and its territories. Plenti may change these eligibility requirements at any time and reserves the right to refuse membership to any applicant for any reason, in its sole discretion. Corporations and other business organizations are not eligible to become Members.

HOW DO I BECOME A MEMBER?

To become a Member, you must **complete an enrollment application** and it must be accepted by Plenti. Merely having a Plenti rewards card does not mean you are a Member. For example, if you received a Plenti rewards card at a Sponsor's store but have not completed your enrollment then you are a "***Pre-Enrollee,***" and not a Member, even if you provided your name, phone number or email address at that time. If you are a Pre-Enrollee, Plenti will track the Points you would be earning if you were a Member, **but you cannot use those Points until you fully enroll and become a Member**. See "**What is a Pre-Enrollee?**" below for more information.

When you enroll, we will ask you for certain personal information, such as your name, address, salutation (such as Mr. or Ms.), date of birth, email address and phone number (your "***Enrollment Information***"). We will also ask you to establish a "***PIN***" (a four-digit security code you will need to use Points in some instances) and, where applicable, a username and password for online account access. Additionally, to complete the enrollment process, you must acknowledge receipt of these Terms and our privacy notices and consent to our sharing your Enrollment Information with our Sponsors (though you can revoke that consent at any time by going to plenti.com/choices). You can access our enrollment application via:

• plenti.com/sign-up

• The Plenti app on your mobile device

• Our customer service center at 1-855-PLENTI1 (1-855-753-6841). **Please note: certain features of Plenti are only available online.**

If you have Internet access we encourage you to enroll via plenti.com or the mobile app. Otherwise you will not be able to access all features.

You hereby represent that all Enrollment Information you provide during enrollment and throughout your interactions with Plenti is and will be true and accurate. You agree to update your Enrollment Information as necessary to maintain its truth and accuracy. You are responsible for all activities related to your Plenti account and for maintaining the confidentiality of your username and any password and PIN you may create.

WHAT IS A PRE-ENROLLEE?

Until you fully enroll and become a Member as described above, you are not eligible to earn or use Points. However, you may have already obtained a Plenti rewards card or other identifier, which means you are a Pre-Enrollee. As a Pre-Enrollee you can use Plenti when you make qualifying purchases at our Sponsors. We will track the Points you would be earning if you were a Member, **but you cannot access or use those Points until you fully enroll and become a Member**. If you do fully enroll and become a Member, you will receive the Points we tracked while you were a Pre-Enrollee, subject to the two-year Point expiration rules described below under "How Can I Use Points?"

As a Pre-Enrollee, you are subject to these Terms and any applicable Sponsor-specific terms and conditions; however, certain features, including earning and using Points, will not be available to you unless and until you become a Member.

HOW DO I EARN POINTS?

Members may earn Points in various ways, which may include by:

• Making Qualifying Purchases

• Shopping via the Plenti Online Marketplace

• Redeeming Offers & Promotions

• Using certain Associated Payment Cards

• Activating certain online Household Product Offers for in-store and online purchases

Qualifying Purchases: To earn Points, present and use a **Plenti Identifier** prior to purchasing qualifying items or services from participating Sponsor locations. Your primary Plenti Identifier is the Plenti rewards card we issue you. Other Plenti Identifiers, which you may be able to use at select Sponsor locations, can include the key tag we provide to you, your Plenti account number, a phone number you link to your Plenti account or the digital Plenti rewards card contained within the Plenti mobile application. See plenti.com/partners for more information on which Plenti Identifiers can be used at each Sponsor and if there are any additional identifiers that can be used for a particular Sponsor. **Each Sponsor will have different ways for you to earn Points for their qualifying items, services or behaviors.** Sponsor locations and availability can vary based on geographic location. For certain purchases to earn Points, including many recurring payments, you may also need to link your Plenti account with an account you have with a Sponsor. Purchases can be made with any form of payment generally accepted by that Sponsor. You will not receive Points for: items excluded by law; taxes and shipping amounts; the value of any discounts or coupons; or items a particular Sponsor deems ineligible. Please go to plenti.com to see a list of Sponsors and for more information on our Sponsors and how and where you can earn Points.

Offers & Promotions. Some of our Sponsors may provide you with additional ways to receive Points through offers, promotions and other programs. Such offers and promotions may be subject to additional terms and conditions, and you agree to such terms and conditions by using your Plenti Identifier in connection with any such offer or promotion. Most offers or promotions will require activation by you via plenti.com or our mobile app.

Associated Payment Cards. Certain payment cards associated with Plenti will allow you to receive Points for many of the purchases you make using that card, regardless of whether you make the purchase at a Sponsor. You will need to separately apply for any associated payment card product. The company offering such card will determine your eligibility for the payment card. Separate and additional terms and conditions will apply. These separate terms will describe how you can earn Points and any limits on how many Points you can earn using associated payment cards. You will need to present both a Plenti Identifier and the applicable payment card when you make purchases at a Sponsor using an associated payment card in order to be eligible to earn Points both from the Sponsor and from your card product. You are not required to have an associated payment card to be a Member of Plenti, but it can provide you additional ways to earn Points.

Online Marketplace. Visit plenti.com/marketplace to see offers that will allow you to earn Points for purchasing a wide variety of products and services, including from companies other than our Sponsors. Additional terms and conditions will apply to these offers. It may take up to 45 days for Points associated with these purchases to post to your Plenti account.

Household Product Offers. Visit plenti.com/household to see how you can earn additional Points on household products at certain grocery stores and pharmacies. Additional terms and conditions will apply to these offers. It may take up to 90 days for Points earned from these purchases to post to your Plenti account.

AVAILABILITY OF POINTS

We will not credit Points to your account until we receive information about a qualifying purchase. In most instances, we will receive purchase information in real time or within 48 hours. However, in some instances, it may take up to 90 days for us to receive purchase information. Please note that for online or shipped purchases, most merchants do not process your transaction until the item(s) ships or is delivered (not when you place the order). Similarly, travel purchases are often not processed until travel occurs. Plenti is not responsible for the failure or delay of a Sponsor, or any other merchant, or the issuer of an associated payment card, to provide us with the necessary information to credit Points to you. Additionally, we may hold your Points in a pending status for up to 45 days for certain purchases, such as those that have high rates of returns (and pended Points will be voided if you return such items). We will determine when to pend Points at our sole discretion. If we pend your Points, you will be able to see them in your Plenti account as pending, but you will not be able to use them until we release them to your Plenti account.

HOW CAN I USE POINTS?

To Discount Purchases. Members can use Points to receive a discount on purchases at certain Sponsors. Visit plenti.com/partners to see where. To use Points to receive a discount, use your applicable Plenti Identifier before paying. In some instances you may also need to enter your security PIN, which you can create at plenti.com or during enrollment.

To be eligible to use Points, you must have at least 200 Points in your Plenti account. Points do not have a fixed value. However, you can generally receive a discount of at least one cent for each Point you use. For example, 200 Points will generally allow you to discount your purchase price by at least $2.00. Sponsors may, however, run promotions that allow you to obtain a greater discount per Point. Additionally, in some instances, Sponsors may set a specific number of Points that an item can be exchanged for, such as 250 Points for a soft drink. In some instances, you may receive a discount of less than one cent for each Point you use. Whenever you are considering whether to use Points, you should review the offer and consider what you will receive.

Certain products or services are not eligible for discounts using Points. Ineligible products include, but are not limited to: items excluded by law; prepaid cards; lottery tickets; cash equivalents (such as money orders, money transfers, and travelers' checks); and other items a Sponsor may deem ineligible. You cannot use Points at all Sponsors. Participating Sponsors may put some limits on how often you can use Points within set periods of time. Participating Sponsors may change at any time and without prior notice to you. For more information, please visit plenti.com/partners.

To Obtain Vouchers. You may also use Points to obtain vouchers offered by certain participating Sponsors through plenti.com. Vouchers can then be used towards purchases at that Sponsor. Vouchers will be issued directly by the Sponsor, not Plenti. The applicable Sponsor will establish all terms and conditions applicable to the voucher and bears full responsibility for all matters related to the voucher, including fulfillment. When you use Points to obtain a voucher, the Points will be permanently and immediately deducted from your Plenti account.

What Happens to My Points if I Return Merchandise? If you return an item on which you earned Points, we may deduct Points from your Plenti account up to the number of Points you originally received for that purchase. For example, if you earned 20 Points for purchasing a vase and then return that vase, we may deduct 20 Points from your Plenti account. Continuing this example, if you have fewer than 20 Points, we may deduct your remaining balance. If you used Points to discount a purchase and then return the item purchased, the number of Points you redeemed will generally be posted to your Plenti account, though in some instances you may receive a store credit instead, depending on the policies of that Sponsor or merchant. Whether or not an item you purchase can be returned is subject to the policies of each applicable Sponsor or merchant and applicable law. Plenti makes no representations and bears no responsibility for whether you can or cannot return any item you purchase.

When Do My Points Expire? On December 31 each year, any Points that are at least two (2) years old will expire. The age of a Point will be measured from the date we post it to your Plenti account (or the date on which the Points were tracked, if you were then a Pre-Enrollee). In most instances, Points will be redeemed in the order in which they were earned. If you or we terminate your Plenti account or if the Plenti program is terminated or otherwise modified, your Points may be cancelled before they expire. You may not use expired Points.

Limitations. Points have no cash value. Points are not your property. Points are issued without separate payment or other consideration by you, and exist at the sole discretion of Plenti as part of a rewards program. Points cannot be purchased, cannot be redeemed for cash or any other monetary value or currency, and cannot be used to pay any credit card or other credit device. Points may not be assigned, transferred or pledged to any third party. Points may not be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.

OTHER BENEFITS PLENTI PROVIDES TO YOU

Some Sponsors may offer additional benefits when you present and use a Plenti Identifier, such as price discounts on certain items that do not require you to use Points. These additional benefits are offered by the applicable Sponsor, are subject to its terms and conditions and may be changed or discontinued at that Sponsor's discretion. If you use your Plenti membership to take advantage of any such additional benefits, you agree to be subject to the additional terms and conditions of such Sponsor with regard to such additional benefits. To see which Sponsors currently offer additional benefits and for more information, please go to plenti.com/partners.

HOW WE USE AND SHARE YOUR DATA

Your Enrollment Information. By becoming a Member of Plenti, you choose to provide us with your Enrollment Information and agree to update it from time to time so that it remains accurate. If you provide any Enrollment Information to a Sponsor, you authorize that Sponsor to share your Enrollment Information with us.

Your Account Activity. When you participate in Plenti and/or present a Plenti Identifier, you authorize us and the Sponsor to collect information about you, which may include your purchases, offers you redeem or anything else related to your transaction (your "Account Activity").

Authorization for Plenti to Use and Share Your Information. You authorize us to use and share your Enrollment Information and Account Activity in accordance with the Plenti Consumer Privacy Notice (plenti.com/consumerprivacynotice) and the Plenti Online Privacy Statement (plenti.com/onlineprivacystatement), each as amended from time to time at our sole discretion. These authorizations include, but are not limited to:

• Sharing your Enrollment Information with our Sponsors (though you can revoke your consent to our sharing your Enrollment Information at any time by going to plenti.com/choices).

• Using your Account Activity to evaluate, develop, offer and promote our affiliates' and our Sponsors' products and services to you.

• Combining your Account Activity information with that of other Members in order to create aggregated reports that we may share with our affiliates, Sponsors or other nonaffiliated third parties.

You can obtain copies of the Plenti Consumer Privacy Notice and/or the Plenti Online Privacy Statement by clicking on the hyperlinks above or calling 1-855-PLENTI1 (1-855-753-6841).

HOW CAN I MANAGE MY ACCOUNT?

You can create an account at plenti.com to view the Points you have earned and used. If you believe there is an error in your account balance, you can email us or contact our service center by visiting plenti.com/customerservice. We will review your claim and determine whether or not to adjust your balance, at our sole discretion. If you believe your Plenti account has been the subject of any suspicious activity, or if your Plenti card or key tag has been lost or stolen, or if you have changed your phone number, please contact our service center immediately at 1-855-PLENTI1 (1-855-753-6841).

CONSOLIDATING OR POOLING ACCOUNTS

Consolidating Accounts. If you have more than one Plenti account, you may consolidate these accounts into a single account, provided you have fully enrolled at least one of the accounts. The account you select will survive and all Points earned or pending on the other accounts will consolidate into the single surviving Plenti account. Please discard any Plenti Identifiers relating to the other accounts and discontinue using any phone number associated with such other accounts as an identifier, as any further activity on such accounts after they have been consolidated will not be credited to the surviving Plenti account. If you wish to consolidate accounts, please call our service center at 1-855-PLENTI1 (1-855-753-6841).

Pooling Accounts. If you wish, you may pool your Plenti account with the accounts of other Members. Up to three (3) accounts may be pooled. When pooled, each account will remain active and can be used to either earn or use Points. However, all of the Points across the pooled accounts will form a single balance that can be used by each Member, and that will be subject to deductions relating to each Member (for example, if merchandise is returned). **Any pooled Member can use all of the pooled Points at any time**, without the knowledge or consent of other pooled Members, regardless of whether that Member made any of the purchases that earned those Points. If you pool accounts, **each Member will be able to view how other Members in the pooled accounts earn and use Points**. For example, if a pooled Member redeems a promotional offer by purchasing a certain product at a Sponsor, then each Member in the pooled accounts could view that activity. Once pooled, **Plenti accounts cannot be unpooled**. If you wish to cease pooling, you will need to open a new Plenti

account and cancel your existing account. If you cancel your existing account, you will no longer be able to use any Points that may remain in the pooled account for the other Members.

To pool accounts, you must: (i) be 18 years of age or older (unless you are pooling with your parent or legal guardian); (ii) be a Member; and (iii) identify the other Members with whom you want to pool accounts. Each Member must consent to pooling.

ACCOUNT CANCELLATION, INACTIVITY AND TERMINATION

Cancellation by You.You may cancel your Plenti account at any time by calling our service center at 1-855-PLENTI1 (1-855-753-6841). If you cancel your Plenti account, any Points in your Plenti account will immediately be cancelled.

Inactivity. If you do not earn or use Points for 12 consecutive months, we may delink or remove the phone number on your Plenti account. If you thereafter resume activity in Plenti, you will still be able to earn and use Points with other Plenti Identifiers, but you will not be able to use the delinked phone number as a Plenti Identifier. If you try to use that number to earn Points, those Points may be awarded to someone else (if another person has linked that phone number to their Plenti account). If you wish to use a phone number after being inactive, you will have to reregister a phone number via plenti.com.

Termination by Plenti. We reserve the right to terminate your Plenti account at any time, or modify or restrict your ability to use Points, immediately and without notice.

We may do so for any reason, or no reason at all, including, but not limited to: if you violate these Terms, if you do not earn or use Points for two (2) or more years, if we determine that you are using your Plenti account for commercial or resale purposes, or as otherwise required by applicable law. If we terminate your Plenti account, any Points in your Plenti account will immediately be cancelled.

Termination of Entire Rewards Program by Plenti. We may terminate or suspend the entire Plenti program at any time, in our sole discretion, with no less than three months' notice through plenti.com or other means, unless a shorter period is necessary to comply with legal or regulatory requirements. During the three-month notice period, some or all elements of Plenti may change or be cancelled, but Members will be able to continue using previously earned Points, and Pre-Enrollees will be able to complete enrollment in order to become Members and use their previously tracked Points.

OUR RIGHTS TO MONITOR YOUR ACCOUNT

You hereby grant Plenti and its Sponsors the right to monitor your Plenti account activity. We have the right to take any necessary legal action based on fraud, abuse or suspicious activity in connection with your Plenti account or any of your activities relating to Plenti, and you agree to cooperate with any such action or investigation. If you are engaged in such activity, you may be liable for monetary losses, including litigation costs and damages. This section shall survive termination of Plenti or your Plenti account.

HOW CAN WE MODIFY THESE TERMS?

We may modify these Terms in any manner, including eligibility for membership, the rules for receiving or using Points, or any other aspect of Plenti, at any time, in our sole discretion. Such changes may affect Points already received, including the opportunity to use such Points or their redemption rate. We will provide notice of modification on plenti.com and by posting the revised Terms at plenti.com/terms and updating the last modified date. When required by applicable law, we will additionally send notice of the modifications to you at a postal or email address we have on file. Modifications to these Terms are effective immediately when posted. Modifications apply only to transactions and disputes that arise after the effective date. Your continued use of Plenti after changes have been made to these Terms constitutes your agreement to be bound by the Terms as modified. If you do not agree to be bound by the Terms as modified, your only recourse is to cancel your membership.

DISCLAIMERS

Plenti and its Sponsors make no guarantees, warranties or representations of any kind concerning Plenti or Points. All Points are void where prohibited by applicable laws or regulations and these Terms are subject to immediate change if necessary to comply with such laws or regulations. You release and hold harmless us, our affiliates, and any participating Sponsors or other merchants from all liability regarding your earning and use of Points or your participation in Plenti.

We make no representations or warranties, either express or implied, including, but not limited to: any implied warranty of quality, condition, merchantability, fitness for intended use or a particular purpose or those arising by statute or otherwise in law or from a course of dealing or usage of trade regarding Plenti or the services, materials or goods advertised, promoted, sold or otherwise made available through a Sponsor or other merchant. You agree that your purchases of goods or services from a Sponsor or other merchant are between you and them, are made at your own risk, and are subject to any additional terms, conditions and restrictions between you and them. We have no responsibility for the delivery, standard, quality, safety, use, suitability or any other aspect of any goods or services ordered or purchased, except where required by law.

Participating Sponsors or participating Sponsor locations may change at any time and we may terminate or suspend Plenti's relationship with any Sponsor or merchant without prior notice to you. A Sponsor that is no longer participating in Plenti may still appear on marketing materials or on your Plenti rewards card.

You acknowledge and agree that you have no ownership rights in Points or your Plenti account. You further acknowledge and agree that you have no third-party beneficiary rights in any agreement between us and any Sponsor and that the only relationship created by these Terms or related to Plenti is one between you and us.

Plenti is void outside the United States and its territories and where prohibited by law. If any term of this agreement is found by a court to be illegal or not enforceable, except as otherwise provided in the Limitations on Arbitration subsection below, all other terms will still be valid and enforceable.

LIMITATION OF LIABILITY

Under no circumstances shall we, or any of our affiliates, or our or their vendors, or any Sponsor be liable to you for any indirect, incidental, consequential, special, exemplary or punitive damages, whether any claim is based on warranty, contract, tort (including, without limitation, negligence) or otherwise (even if any of them have been advised of the possibility of such damages). This limitation of liability shall apply however damages arise, including, without limitation, whether the damages arise from transactions between you and a Sponsor, use or misuse of Plenti, inability to use Plenti, or the interruption, suspension or discontinuation of Plenti (including, without limitation, such damages incurred by third parties).

GOVERNING LAW

New York and federal law govern these Terms and any aspect of your relationship with us. They govern without regard to any conflicts of laws principles that would apply the substantive law of another jurisdiction.

ASSIGNMENTS

You may not sell, assign or transfer any Points you receive, any other aspect of your Plenti account, or any of your rights or obligations under these Terms, whether by operation of law or otherwise. We may sell, transfer or assign the Plenti program, these Terms, or your Plenti account in whole or in part at any time without notice to you. If we make such an assignment, the sole responsibility for the matters assigned, including any obligations to you, will lie with the party we make the assignment to, and we will be released from any responsibilities or obligations.

DISPUTE RESOLUTION

Most customer concerns can be resolved by calling our customer service center at 1-855-PLENTI1 (1-855-753-6841). In the event customer

service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision.

For this section, (a) ***"you"*** includes you, or any person acting on your behalf including, if you are a minor, your parents and legal guardians; (b) ***"we"*** and ***"us"*** includes Plenti, our Sponsors and any corporate parents, subsidiaries, affiliates or related persons or entities, and, if there is an assignment, the assignee and its corporate parents, subsidiaries, affiliates or related persons or entities; and (c) ***"claim"*** means any current or future claim, dispute or controversy relating to Plenti, including these Terms, except for the validity, enforceability or scope of the arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (3) claims by or against any third party using or providing any product, service or benefit in connection with any Plenti account. You may not sell, assign or transfer a claim.

Sending a Claim Notice. Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a ***"Claim Notice"***) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample Claim Notice. The Claim Notice must describe the claim and state the specific relief demanded. Notice to you may be sent to your email or mailing address. Notice to us must include your name, address and Plenti account number and be sent to American Express ADR, c/o CT Corporation System, 111 8th Ave., New York, NY 10011. If the claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation. In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the claim to JAMS (1-800-352-5267; jamsadr.com) or the American Arbitration Association ("***AAA***") (1-800-778-7879; adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, 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 pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration. Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with these Terms. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("**FAA**").

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or exercising rights under this arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration. **If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will 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 Members or other persons similarly situated**. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the

award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of the limits described in this Limitations on Arbitration subsection is deemed invalid or unenforceable, then the entire arbitration provision (other than this sentence) will not apply.

Arbitration Procedures. This arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration subsection, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards. If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than $5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation. This section will survive termination of the Plenti program or your Plenti account, any bankruptcy and any sale or assignment of Plenti or your Plenti account (in the case of a sale, its terms will apply to the buyer). If any portion of this Dispute Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Dispute Resolution section.

Plenti

About Plenti

How To Earn Points
How To Use Points
Plenti Partners
Online Marketplace
FAQs
Legal/Privacy
Site Map

Download on the App Store

ANDROID APP ON Google play

Online Terms of Service | Online Privacy Statement | AdChoices

Plenti is a rewards program. Participation is subject to the Plenti Terms and Conditions. You must fully enroll to become a member and use points. You can enroll at plenti.com. Points have no monetary value and expire after 2 years. Participating partners and offers are subject to change without notice and are subject to geographic availability, location exclusions and additional terms. All rights reserved.

All trademarks are property of their respective owners. Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.Android and Google Play are trademarks of Google Inc.

EXHIBIT K

The Wayback Machine - https://web.archive.org/web/20150516112810/http://www.plenti.com:80/frequently-asked-questions

FAQs

Our Frequently Asked Questions answer many of the questions you may have about Plenti. For additional information or more detail, please see our terms and conditions (/terms). For more information on any Plenti partner please click the partner name below.

TOP TIP: You must create an online account in order to log in.

If you got started with Plenti at one of our partner locations, you must finish signing up online to create your account – even if you have a Plenti card.

You will then be able to log in and access the full range of Plenti benefits.
Learn More (/pointers-how-to-log-in-tips)

Getting to Know Plenti

Q: What's Plenti?

Q: How do I join Plenti?

Q: How much does it cost to join Plenti?

Q: Why should I finish signing-up online?

Q: If I join online, when should I expect to receive a Plenti card in the mail?

Q: Which stores and businesses are partnered with Plenti?

Q: Does it matter how I pay for my purchases when using Plenti?

A: No. You can pay for your purchases using any payment method that is accepted by the Plenti partner, such as cash, credit card or debit card.

Q: Do I still need to use my Plenti card if I linked it to a credit card?

Q: Can I earn rewards from a Plenti partner if I'm already an existing member of its reward program?

Q: Do I need a different Plenti card for each partner?

Q: Who is eligible to join Plenti?

Q: What if my business is interested in becoming a Plenti partner?

Earning Points

Using Points

Offers

Household Offers

Your Account

Plenti Online Marketplace

Privacy and Security

AT&T;
Exxon and Mobil
Macy's
Nationwide
Rite Aid
Alamo Rent-a-Car
Direct Energy
Enterprise
Hulu
National Car Rental
The Plenti Credit Card from Amex
Membership Rewards® from American Express

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EXHIBIT L

The Wayback Machine - https://web.archive.org/web/20180406144947/https://www.plenti.com/use-points/how-to-use-points

After May 3, 2018, Macy's and Chili's will no longer participate in the Plenti program. As of March 16, 2018, members can no longer earn points at Macy's or Chili's. In addition, the Online Marketplace is no longer available as of March 16, 2018. Members can continue to redeem points on eligible purchases at Macy's and participating Chili's restaurants through May 3, 2018. After May 3, 2018, members will continue to have access to any available points and can use those points for savings on eligible purchases at participating Exxon and Mobil gas stations, Rite Aid stores and BI-LO, Winn-Dixie, and Harveys supermarkets.

Plenti Points = Savings

It's that easy! Use Plenti points at checkout to save money at certain Plenti partners, no matter where you earned them. 500 points are worth at least $5 in savings on your purchase!

Join for Free Log In

Take your pick, you've got options! Shop in-store or online and follow the simple steps below to use points at checkout. Just shop, earn, save, repeat!

1. Have your Plenti number ready

2. Choose to use points

Select "YES" when prompted, and enter

3. Save!

Watch those points turn into savings off

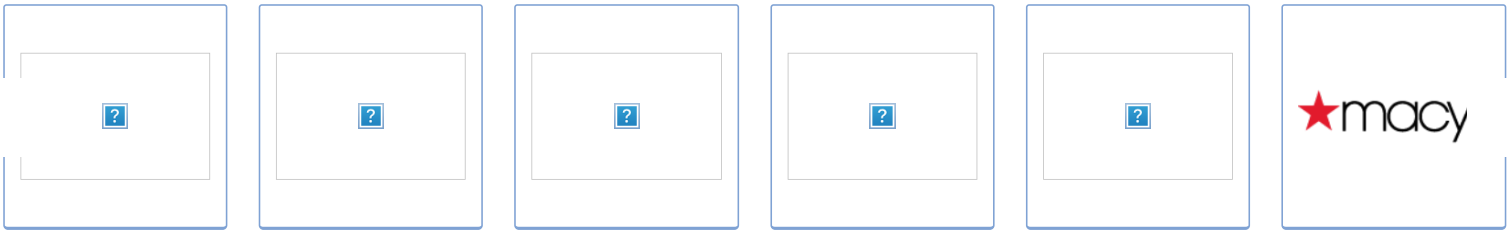
Scan/swipe your Plenti card or enter your phone number at checkout.

Plenti PIN if needed. You only need 200 points to save.

your purchase. It's that simple!

So many places to save

Cash in those points at any of the partners below. Savings on gas, groceries, dinner out, and other everyday essentials? Yes, please!



Need more points?

See all the ways you can earn points on everyday purchases with Plenti.

Learn More

More questions? Get answers.

Check out frequently asked questions and maximize the value of your Plenti account.

Read FAQs

Online Terms of Service | Online Privacy Statement | AdChoices

Plenti is a rewards program. Participation is subject to the Plenti Terms and Conditions effective 1/24/17. You must fully enroll to become a member and use points. You can enroll at plenti.com. Points have no monetary value and expire after 2 years. Participating partners and offers are subject to change without notice and are subject to geographic availability, location exclusions and additional terms. All rights reserved.

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EXHIBIT M

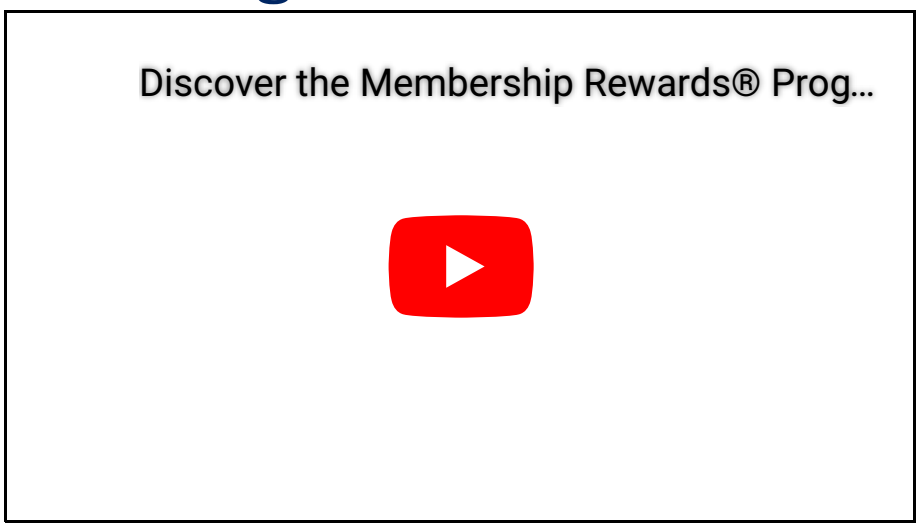
Membership Rewards®

About the Program | Earn Points | Use Points | Frequently Asked Questions

About the Membership Rewards® Program

The Membership Rewards program offers a breadth of rewards so you can propel your journey – wherever it takes you. Earn points on most everyday purchases, then use points for gift cards, travel rewards, immersive experiences, or even to cover recent Card charges. And with no expiration dates and no limit on how many you can earn, Membership Rewards points are easy to earn and flexible to use, so you never have to compromise.

Our Signature Rewards Program At a Glance



How the Program Works

1

Earn

We like to keep things simple. Just use your Card for purchases, large or small, and watch the points add up. Plus, there's no limit to how many points you can earn, and don't worry about expiration dates because there aren't any.

2

Explore

The Membership Rewards program offers a breadth of exceptional rewards and the most point transfer partners of any major U.S. credit card loyalty program. From travel to top brands, and everything in between – use Membership Rewards points on the reward that means the most to you.

3

Redeem

Simply log in to your account to redeem Membership Rewards points or select points when you checkout online or in-store with participating merchants. With thousands of ways to enjoy points – from small treasures to grand gestures – more happy moments are made possible.

See the value of Membership Rewards points

Terms and Conditions for the Membership Rewards program apply. Visit membershiprewards.com/terms for more information. Participating partners and available rewards are subject to change without notice.

The value of Membership Rewards points varies according to how you choose to use them. To learn more, go to www.membershiprewards.com/pointsinfo.

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Frequently Asked Questions

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All users of our online services are subject to our Privacy Statement and agree to be bound by the Terms of Service. Please review.

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EXHIBIT N

Welcome to Membership Rewards!

Please refer to the end of these Terms & Conditions for recent changes and additions to the Membership Rewards Program. These changes amend or supplement these Program Terms & Conditions.

Last Updated: April 2023

Welcome to the Membership Rewards® Program (*Rewards Program*)! These Terms and Conditions are the agreement between you and the Rewards Program owner and operator, American Express Travel Related Services Company, Inc. These Terms and Conditions will help you understand how the Rewards Program works.

These Terms and Conditions relate only to the Rewards Program. For terms and conditions related to a specific product, please refer to the separate document(s) that you received upon enrollment.

We may make changes to the Rewards Program, and we may add to and/or change these Terms and Conditions at any time.

For example, we could:

- Change the number of Membership Rewards® points (*points*) you can earn for eligible purchases
- Change the number of points required to redeem for rewards
- Change rewards options based on your enrolled product(s)
- Impose caps and/or fees on earning and/or using points
- Increase annual and/or other program fees
- Cancel rewards and/or the Rewards Program

If we cancel the Rewards Program, we'll notify you at least 90 days in advance. You'll be able to earn or use points during that time, but we may change or cancel certain rewards.

Important Program Details

Eligibility and enrollment:

To participate in the Rewards Program and to have an account (a *Rewards Account*), you must have at least one eligible and enrolled product (a *Product*). Please refer to the **'Compare Products'** section of these Terms and Conditions for a list of Products, enrollment requirements and other important details. We may change Product eligibility at any time.

In these Terms and Conditions, when we say *"Card" or "Card Account"*, we are referring to a credit or charge Card Product. When we say *"Card Member"*, we are referring to a holder of a Card or Card Account. We will separately refer to a Debit Card and Debit Card holders, which are linked to a Checking Account, throughout these Terms and Conditions, where applicable.

You're receiving this document because you're the primary Card Account holder (a Basic Card Member) or the primary account holder of another Product. Your Product is now enrolled in the Rewards Program. Additional Card Members on Consumer Card Accounts and Business Card Accounts will not have their own Rewards Accounts. Additional Card Members or Additional Business Card Members are those who have Cards tied to your Card Account.

Rewards Account Linking and Redemption Options:

If you have multiple Products, we may automatically link them to the same Rewards Account. Your ability to use points may differ based on your Product and/or the Products linked to the Rewards Account.

If you would like to link or delink any of the Products to the same Rewards Account, you may call us at the number listed on the back of your Card to do so.

The ways you can use points may vary depending on the Product(s) that are linked to your Rewards Account. If you have a Card Account linked to your Rewards Account, you will have access to all the different ways to use points as described in the **'Program Terms & Conditions for Card Members'** section. If you do not have a Card Account linked to your Rewards Account, and you only have a Checking Account linked to your Rewards Account, your use of points is limited. These limitations are further described in **'Program Terms & Conditions for Checking Accounts'**.

Corporate Cards issued to more than one individual may not be linked to a single Rewards Account.

You agree that:

- When you use points to redeem for rewards, you release American Express and all its affiliates from liability for your use of points, for the reward and how you use it, and for your participation in the Rewards Program.
- We and participating retailers aren't responsible for replacing any lost, stolen or damaged certificates, tickets or gift cards.
- Generally, you can't use points, and we may cancel your Rewards Account, if your Product is in restricted status, cancelled or past due, or there is a return payment outstanding.
- You're responsible for learning about and paying

any federal, state or local taxes that may apply to earning or using points. Points may be considered taxable income to you and may be reported to the IRS on Form 1099 or Form 1042-S. Please consult your tax advisor if you have questions about the tax treatment of earning or using points.

- Points don't belong to you and are not your property. You can't transfer them to someone else's Rewards Account, you can't sell them, and you can't pass them on as part of a legal action, such as a divorce, an inheritance or bankruptcy.
- The value of points varies according to how you choose to use them. To learn more, visit **membershiprewards.com/pointsinfo.**

Program Terms & Conditions for Card Members

If you have a Card Account, this section, **'Program Terms & Conditions for Card Members'** applies to you. If you also have a Checking Account, please make sure you read this section as well as **'Program Terms & Conditions for Checking Accounts'.**

Earn Points

Conditions for earning points:

Card Members will earn one point for every dollar of spend on an eligible purchase using an enrolled Card, except that some Corporate Card Members enrolled in the Rewards Program will earn one point for every two dollars, charged on the Corporate Card, depending on the earn rate selected by the company for its employees enrolled in the Rewards Program. The earn rate selected will apply to all eligible purchases made on the Corporate Card.

An eligible purchase is anything **except:**

- Cash advances and cash equivalents
- Person-to-person transactions
- Balance transfers
- Express Cash or Corporate Express Cash
- Purchases of traveler's checks
- American Express Gift Cards bought online
- Purchases or reloading of prepaid cards
- Fees or interest charges on your Card Account
- Foreign exchange fees and fees for account services
- Fees for any Card Member services you enroll in
- Rewards Program fees and charges
- Purchases covered by points or other rewards

This list of eligible purchase exclusions is subject to change at any time, without notice.

You earn points for eligible purchases only if we receive timely payment of the minimum amount due on your Card Account billing statement. If your Card Account is a Consumer Card Account or a Business Card Account, you must pay the amount due on your billing statement so that we receive your payment by the Payment Due Date shown on that billing statement.

If your Card Account is a Corporate Card account, you must pay the minimum amount due on your Card Account statement so that we receive your payment by the Closing Date of the next billing period.

Conditions for earning extra points:

Check the **'Compare Products'** section of these Terms and Conditions to see if your Card earns extra points for certain purchases. You can check your online account to see which of your recent purchases earned extra points.

Merchants are assigned codes based on what they primarily sell. We group certain merchant codes into categories that are eligible to earn additional points. A purchase with a merchant will not earn additional points if the merchant's code is not included in an additional points category.

You may not receive additional points if we receive inaccurate information or are otherwise unable to identify your purchase as eligible for an additional points category. For example, you may not receive additional points when:

- a merchant uses a third-party to sell their products or services; or
- a merchant uses a third-party to process or submit your transaction to us (e.g., using mobile or wireless card readers); or
- you choose to make a purchase using a third-party payment account or make a purchase using a mobile or digital wallet.

For questions about additional points on a purchase, call the number on the back of your Card. Please visit **membershiprewards.com/pointsinfo** for more information about rewards.

When you return a reward

When you return a reward you got with points, you'll either get the points back in your Rewards Account or get a credit on your Card Account. If you get a credit, you may be able to change it back into points. Ask us at 1-800-AXP-EARN (297-3276).

Buy points

You can't buy and bank points for future rewards, but you may be able to buy them when you're in the process of using points and you don't have enough. The charge for the points you buy will appear on your Card Account.

Conditions for buying points:

- 1,000 points for $25
- A minimum of 1,000 points at a time and only multiples of 1,000 (for example, you'd buy 2,000 points instead of 1,750)
- Up to 100,000 or 500,000 points each calendar year, depending on your Card

Corporate Card Members can't buy points. Check the '**Compare Products**' section of these Terms and Conditions to see whether you can buy points, and how many points you can buy each year.

Use Points

Transfer points to partner loyalty programs

You may be able to transfer points to participating partner loyalty programs, like those offered by airlines and hotels. The partner loyalty program account must be in your name or the name of an Additional Card Member on your Card Account. An Additional Card must be issued to the Additional Card Member at least 90 days prior to linking your program account to that Additional Card Member's partner loyalty account. Check the **'Compare Products'** section of these Terms and Conditions to see if you can transfer points.

Once you transfer points, the partner loyalty program's terms and conditions apply. Since we have no control over these programs, you're responsible for understanding all guidelines and restrictions before transferring points. For most partner loyalty programs,1,000 Membership Rewards points will equal 1,000 miles, points or credits.

The exceptions are:

- Aeromexico: 1,000 points = 1,600 Club Premier points
- Hilton: 1,000 points = 2,000 Hilton Honors points
- JetBlue Airways: 250 points = 200 JetBlue TrueBlue® points; must be transferred in 50-point increments

You'll pay an excise tax offset fee ($0.0006 per point, up to $99) for points transferred to a U.S. airline frequent flyer program. This fee offsets the federal excise tax we must pay when you transfer points. It may be more or less than the actual amount of the excise tax we pay on any individual transfer.

If you book a flight using frequent flyer miles, it won't be charged to your Card Account. This means you won't receive insurance and other benefits that may apply when you charge a flight to your Card Account.

If an airline loyalty program stops participating in the Rewards Program, we may limit the number of points you can transfer to that loyalty program before its participation ends. This limit will be at least 100,000 points.

Useful Tips:

1. To transfer points, you must first link your partner loyalty program account to your Rewards Account.
2. Then choose the number of points you want to transfer. In most cases, you must transfer a minimum of 1,000 points, and only in multiples of 1,000 points.
3. Before booking tickets or hotel stays using the points you moved, be sure the points have transferred. Typically, it takes 48 hours to process the transfer but some programs delay posting points to your partner loyalty account.
4. Points you've transferred to a partner loyalty program account can't be converted back into Membership Rewards points.
5. Partner loyalty programs may make changes to their award levels, blackout dates, capacity controls or terms and conditions at any time. We are not responsible for telling you about any changes the partner loyalty programs may make.

Use Pay with Points

You can use Pay with Points for purchases with your Card in many places - American Express Travel, Amazon.com, Best Buy and other retailers.

When you use Pay with Points anywhere but Amazon.com, we will:

- Charge your Card Account for the purchase
- Deduct the points from your Rewards Account
- Apply a credit to your Card Account to reflect the points used

If the points you used don’t cover the full cost of the purchase, the difference will remain charged to your Card Account.

The credit to your Card Account may appear during a different billing cycle than the charge for the purchase. Even if you expect a credit on a future billing statement, you must pay the minimum amount due on each billing statement by the due date.

If you use a Pay Over Time feature (such as Pay Over Time Direct on a Consumer Card) for a purchase using Pay with Points, the billing statement credit you get may

not be applied to that feature. Instead, it might be applied to your Pay in Full Balance. If you think this has happened, please call us at the number on the back of your Card.

Some Pay with Points rewards have required minimums, as follows:

- American Express Travel: 5,000 points
- AXS: 2,000 points

Use points at Amazon.com

In addition to these Terms and Conditions, the terms and conditions for Shop With Points at Amazon.com apply to eligible purchases made with points at Amazon.com.

How it works:

1. Save your Card Account to your Amazon.com account and then use it at least once. Once you do this, your Rewards Account will be linked to your Amazon.com account, information about your Rewards Account will be shared with Amazon, and you'll be able to see your points balance.
2. You may use points to cover some or all of an eligible purchase at Amazon.com. When you use points to cover your entire purchase, we'll charge the purchase to your Card Account, deduct the points you used from your Rewards Account, and apply a credit to your Card Account to reflect the points used.
3. When you use points to cover only part of your purchase, we'll separately charge the portion of your purchase that you didn't cover with points to your Card Account after the purchase ships.

For example:

If you spend $500 and use points to cover $300,we'll:

- Charge your Card Account $300
- Apply a $300 credit to your Card Account
- Charge your Card Account $200 after your purchase ships

Returns are subject to Amazon.com's policies and must be authorized by Amazon.com before we can credit your Card Account or return any points to your Rewards Account.

Use points for taxi fares

You can use points for fares (including tips) in certain taxis in New York City. When you do, we will charge and credit your Card. We also will deduct points from your Rewards Account, as described above for Pay with Points - except that the points you use must cover the full amount of the fare plus tip.

The points required may vary for future rides. If you don't want to see this Use Points option and your points balance when using your Card in a participating taxi, please call the number on the back of your Card.

Use points for gift cards and certificates

You can use points to get gift cards and certificates from a variety of merchants. Or you can get American Express Gift Cards to use anywhere American Express is accepted.

Before using points to get gift cards or certificates, you need to know:

- Gift cards and certificates have no cash value. You can't exchange them for cash or get a cash return for any unused amount (unless the gift card or certificate says otherwise). Each also may have specific terms, conditions or restrictions that apply.
- Retailers choose whether to accept gift cards and certificates. Most require original cards or certificates; photocopies aren't acceptable.
- You may be able to combine cards and certificates you get with points, but they can't be combined with other promotional offers.
- You can't use gift cards or certificates to pay for purchases you've already made or in places where gift cards or certificates are illegal. You also can't use gift cards or certificates to pay any existing account balance.
- Gift cards can only be shipped to the U.S. or U.S. territories, excluding Hawaii and Vermont. Further restrictions may be imposed by specific merchants. Since we have no control over merchant programs, you're responsible for understanding all guidelines and restrictions before using points to get gift cards and certificates.

Useful Tips:

1. You can only use points for American Express Gift Cards when you purchase them online. You must have at least 1,000 points in your Rewards Account to get started.
2. Most gift cards arrive within 7-10 business days. If you need them sooner, you may be able to choose faster delivery for a fee.
3. The funds on an American Express Gift Card don't automatically expire after the Valid Thru date printed on the card. If you still have funds on your gift card after this date, call the customer service number on or with the gift card to get a replacement.

Use points to Cover your Card Charges

With Cover your Card Charges, Basic Card Members can use points towards eligible charges. Account Managers and Rewards Managers on a Card Account may also be able to use points towards eligible charges. Corporate Card Members are not eligible for Cover your Card Charges.

Generally, an eligible charge is one that:

- Occurs in the U.S. or in a U.S. territory
- Appears in your recent activity online or in your current statement
- Has never been disputed
- Is at least $1

The list of eligible charges can change from time to time without notice. We reserve the right to exclude any charge from eligibility for Cover your Card Charges.

You may use points towards the entire amount of an eligible charge.

The corresponding statement credit will appear on your Card Account within 48 hours, but we may deduct points from your Rewards Account immediately.

If we process the statement credit after your Card Account closing date, it will appear on your next statement. If this happens, you must still pay the minimum amount due on your current Card Account statement by the due date.

Program Terms & Conditions for Checking Accounts

If you have a Checking Account, this section, **'Program Terms & Conditions for Checking Accounts'** applies to you. If you also have a Card, please make sure you read this section as well as **'Program Terms & Conditions for Card Members'.**

Earn Points

You'll earn one point for every two dollars you spend on an eligible purchase using the Debit Card generally within 2-4 days after your transaction has posted. You will not earn points on any other Checking transaction.

An eligible purchase is anything **except:**

- Cash withdrawals
- Cash equivalents
- Person-to-person transactions
- Purchases of traveler's checks
- American Express Gift Cards bought online
- Purchases or reloading of prepaid cards
- Foreign exchange fees and fees for account services

This list of eligible purchase exclusions is subject to change at any time, without notice.

Use Points

If you have a Card Account linked to your Rewards Account, you will be able to redeem points the same way you always have. See 'Use Points' section under '**Program Terms and Conditions for Card Members'**.

If you do not have a Card Account linked to your Rewards Account, and you only have a Checking Account linked to your Rewards Account, your use of points is limited to Redeem for Deposits. We may continue to update the different ways you may use points.

For more information on linking or delinking your Products, please refer to the 'Rewards Account Linking' section found in the '**Important Program Details'** section above.

Use Redeem for Deposits for a deposit into your Checking Account

Primary account holders can redeem points for a deposit into their Checking Account. View-Only Users on Checking Accounts or Account Managers and Rewards Managers on Card Accounts are not eligible to initiate redemptions for deposits.

To use points for a deposit, your Checking Account must not be in restricted status or cancelled. Your linked Card Accounts must not be past due or have a returned payment outstanding.

How it works:

- Points will immediately be deducted from your Rewards Account.
- Generally, deposits will post to your account within 48 hours but may take up to 6 weeks.

All redemptions are final and cannot be reversed. There is no minimum number of points needed to use Redeem for Deposits. If you have both a Business Platinum Card and an American Express Business Checking Account linked to the same Rewards Account, you can redeem up to 1 million points per calendar year at the Business Platinum Rate (1,000 points for $10 in deposits) and an unlimited number of points at the standard rate (1,000 points for $8 in deposits) thereafter.

Refer to the rate table below for more details:

Customer Type	Rate
American Express Business Checking Account with a linked Business Platinum Card	1,000 points for a $10 deposit up to the first 1,000,000 points per calendar year, then 1,000 points for an $8 deposit.
American Express Business Checking Account or Rewards Checking Account (including Checking Accounts linked to other Cards)	1,000 points for an $8 deposit

Program Terms & Conditions for INVEST for Amex by Vanguard

Earn Points

You'll earn points following each anniversary of your enrollment in INVEST based on the average end-of-day balance of taxable assets under management with INVEST over the 12 months prior to your INVEST anniversary, in accordance with the terms applicable to your INVEST account available at **americanexpress.com/invest**.

Points typically will be posted to your Rewards Account within 8-12 weeks of your INVEST anniversary.

Use Points

If you have a Card linked to your Rewards Account, you will be able to redeem points the same way you always have after your INVEST anniversary.

If you do not have another linked Product at time of redemption, you will only be able to transfer points to limited participating hotel and travel partner loyalty programs after your INVEST anniversary. You can view the options available to you at **https://global.americanexpress.com/rewards/transfer**.

Lose Points

This section of the Terms and Conditions contains important details for Products enrolled in the Rewards Program. Sections applicable to you may vary depending on the Products you have.

When you make a late payment on your Card Account

If you don't make a timely payment of the minimum amount due on your Card Account, you may forfeit all the points that you earned from that Card Account during the period covered by the billing statement. You can eventually receive these points, but first you must pay the amounts due on your Card Account or Accounts. Then, you must request those points from us and pay a $35 fee for each billing period, and each Card Account, for which you requested the points. You must request the points within 12 months after the billing period for which you didn't get them.

When you return a purchase

When you return a purchase that you paid for with your enrolled Product, the statement credit you'll receive will cause a corresponding deduction of the points you earned from your Rewards Account.

When we cancel your Product

If we cancel any of your Products for any reason (including your death, insolvency or bankruptcy), you'll lose all the points in your Rewards Account.

However:

- If you die, the executor of your estate or personal representative may be able to make a one-time points redemption, depending on your Product, by calling 1-800-AXP-EARN (297-3276).
- If we cancel your Card Account due to inactivity, you'll have 90 days to use the points in your Rewards Account before losing them.
- You won't lose points if we cancel a Product by accident.

When you cancel your Rewards Account

What happens to the points in your Rewards Account depends on whether you keep another Product linked to your Rewards Account. You will immediately lose all of the points in your Rewards Account if you cancel your last linked Product. However, if your last linked Product is a Corporate Card, you may be able to redeem points for up to 30 days after cancellation.

When you engage in or attempt to abuse, misuse or game Membership Rewards

If we determine in our sole judgment that you engaged in abuse, misuse or gaming in connection with earning or using points or that you may attempt to do so, we may:

- Temporarily suspend your ability to earn or use points
- Take away any points in your Rewards Account, even if it results in a negative points balance
- Cancel your Product(s)

The Rewards Program is intended to benefit individuals, whether they have a Product on their own or through their employer. Business and Corporate customers may choose to use points for personal or business reasons, but they can't be directed or required to use them for business. It is also considered fraudulent or abusive for Corporate Card Members to use one Card Account or Rewards Account to

accumulate points for company use.

When you are ineligible to use points on your Corporate Card

If your Corporate Card is the Card you have enrolled in the Rewards Program, and we suspend your ability to make charges with your Card for any reason (including bankruptcy or insolvency of your employer), we'll also suspend your ability to use the points in your Rewards Account.

You can use the points when your ability to make charges with your Card is no longer suspended.

Negative Points Balance

If you have a negative balance in your Rewards Account, any points you subsequently get will be applied first to reduce the negative balance. You will not be able to use points until your balance becomes positive.

The balance in your Rewards Account can be negative if, for example:

- The points you got for a purchase are reversed because you returned the purchase and you do not have enough points in your Rewards Account to cover the reversal; or
- We determine that you are ineligible to get a points incentive award and you do not have enough points in your Rewards Account to cover the reversal of that award.

Arbitration

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision.

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your participation in the program, these Terms & Conditions or any prior program agreement, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to:

1. Initial claims, counterclaims, crossclaims and third-party claims;
2. Claims based upon contract, tort, fraud, statute, regulation, common law and equity;
3. Claims by or against any third party using or providing any product, service or benefit in connection with the program; and
4. Claims that arise from or relate to (a) the program account or any point balances on the program account, (b) advertisements, promotions or oral or written statements related to the program or any reward or (c) the redemption for and use of any reward. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a claim notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to **americanexpress.com/claim** for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to:

American Express ADR

c/o CT Corporation System,

28 Liberty St NY, NY 10005

If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator.

All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, 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 pertaining to any claim subject to arbitration.

Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with these Terms & Conditions. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will 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 Card Members or other persons similarly situated.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

If your claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include:

1. Any money to which you are entitled, but in no case less than $5,000; and
2. Any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of the program or your participation in it. If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

Claims Resolution for Military Lending Act (MLA) Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. For this section, you and us includes any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your participation in the program, these Terms & Conditions, or any prior program agreement, except for the validity, enforceability or scope of the Arbitration provision. Claim includes but is not limited to:

1. Initial claims, counterclaims, cross-claims and third-party claims;
2. Claims based upon contract, tort, fraud, statute, regulation, common law and equity;
3. Claims by or against any third party using or providing any product or service in connection with the program; and
4. Claims that arise from or relate to (a) the program account or any point balances on the program account, (b) advertisements, promotions or statements related to the program or any reward, and (c) the redemption for and use of any reward. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a claim notice) to us. Go to **americanexpress.com/claim** for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not required to accept our request. We may include our request with your billing statement or mail it to your home address. Notice to us should include your name, address and Account number and be sent to:

American Express ADR

c/o CT Corporation System,

28 Liberty St NY, NY 10005

If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. You are not required to resolve your claim through mediation or arbitration. You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.

Mediation

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation- related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect litigation or arbitration. The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.

Arbitration

You may elect, but are not required, to resolve any claim by individual arbitration. We may also request to resolve any claim by individual arbitration, but you are not required to accept our request. Claims are decided by a neutral arbitrator.

If you elect or agree to resolve a claim through arbitration, your or our right to litigate that claim in court or have a jury trial on that claim may be limited. Further, you and we may not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

If you and we agree to proceed to arbitration, claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with these Terms & Conditions. If we choose the organization, you may select the other within 30 days after receiving notice of our selection.

Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA). We will not request arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You may otherwise elect to arbitrate any

claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Limitation on Arbitration

If the parties agree to resolve a claim by arbitration, that claim will be arbitrated on an individual basis pursuant to that agreement, and the agreement would not allow 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 Card Members or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration provisions is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration provisions, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim.

If your claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees.

At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before arbitration, the arbitrator's award will include:

1. Any money to which you are entitled, but in no case less than $5,000; and
2. Any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of the program or your participation in it. If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

Questions?

If you have questions about anything in these Terms and Conditions, call us at 1-800-AXP-EARN (1-800-297-3276).

Compare Products

The table below shows the American Express products that are eligible to participate in the Rewards Program. Card products must be issued by American Express or one of its affiliates in the U.S. and be billed in U.S. dollars. It also summarizes some of the Rewards Program differences between the products, including eligibility to buy points or transfer points.

Also, some products will earn extra points on certain purchases, while others won't. The value of the points you earn depends on which product you have. Visit **membershiprewards.com/pointsinfo** to see the value of points by product.

Consumer Cards

Product Name	Automa-tically Enrolled?	Annual Enroll-ment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Amex EveryDay® Credit Card	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) on the first $6,000 of eligible purchases in a calendar year at supermarkets in the U.S. (superstores, convenience stores, warehouse clubs, and meal-kit delivery services are not considered supermarkets). 20% extra points - make 20 or more separate purchases of goods or services in a billing period and earn 20% extra points on those purchases (less returns and credits). A transaction where you buy multiple items counts as one purchase. Purchases do not include cash advances, balance transfers, purchases of travelers cheques, purchases or reloading of prepaid cards, or purchases of other cashequivalents. Does not apply to limited time promotions and offers (such as a Welcome Bonus). **Returns and credits do not reduce your purchase count but will reduce the number of points and extra points earned.** (Example: Suppose in a billing period you make 20 purchases totaling $500 and you return a $200 item that you purchased in the same or a prior billing period. The return doesnot reduce your purchase count but it does reduce the points on those purchases from 500 to 300. So, you would earn 20% extra points on the 300 points.) To count purchases, we use the purchase date. In rare instances, a purchase may not post to your account for several billing periods. If a purchase posts to your account more than 4 billing periods after the purchase date, we will count it in the billing period in which it posts. Some merchants combine separate charges into a single transaction. When this happens, the combined charges will count as a single purchase for the purpose of counting purchases. The purchase date may not be the date you made a transaction - for example, if you buy goods online, the purchase date may be the date the goods are shipped. The 20% extra points are typically awarded 6 to 8 weeks after the billing period in which you make the 20 or more eligible purchases.

Product Name	Automa-tically Enrolled?	Annual Enroll-ment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Amex EveryDay® Preferred Credit Card	Yes	None	500,000	Yes	2 additional points (for a total of 3 points) on the first $6,000 of eligible purchases in a calendar year at supermarkets in the U.S. (superstores, convenience stores, warehouse clubs, and meal-kit delivery services are not considered supermarkets). 1 additional point (for a total of 2 points) on gasoline at gas stationsin the U.S. (not including superstores, supermarkets or warehouse clubs that sell gasoline). 50% extra points - make 30 or more separate purchases of goods or services in a billing period and earn 50% extra points on those purchases (less returns and credits). A transaction where you buy multiple items counts as one purchase. Purchases do not include cash advances, balance transfers, purchases of travelers cheques, purchases or reloading of prepaid cards, or purchases of other cash equivalents. Does not apply to limited time promotions and offers (such as a Welcome Bonus). Returns and credits do not reduce your purchase count but will reduce the number of points and extra points earned. (Example: Suppose in a billing period you make 30 purchases totaling $500 and you return a $200 item that you purchased in the same or a prior billing period. The return does not reduce your purchase count but it does reduce the points on those purchases from 500 to 300. So, you would earn 50% extra points on the 300 points.) To count purchases, we use the purchase date. In rare instances, a purchase may not post to your account for several billing periods. If a purchase posts to your account more than 4 billing periods after the purchase date, we will count it in the billing period in which it posts. Some merchants combine separate charges into a single transaction. When this happens, the combined charges will count as a single purchase for the purpose of counting purchases. The purchase date may not be the date you made a transaction - for example, if you buy goods online, the purchase date may be the date the goods are shipped. The 50% extra points are typically awarded 6 to 8 weeks after the billing period in which you make the 30 or more eligible purchases.
American Express® Green Card	Yes	None	500,000	Yes	2 additional points (for a total of 3 points) for each dollar charged on eligible travel purchases including airfare, hotels, cruises, car rentals, campgrounds, trains, taxicabs, rideshare services, tours, ferries, tolls, parking, buses, subways, on third party travel websites, and on amextravel.com. You will not earn additional points for purchases of timeshare properties. 2 additional points (for a total of 3 points) for each dollar charged at restaurants worldwide.
American Express® Senior Green Card	No	$40	500,000	Yes	No
American Express® Traditional Green Card	No	$40	500,000	Yes	No
Blue from American Express® Cards (applicable for certain Blue cards)	Yes	None	Contact us to find out	No	No

Product Name	Automa-tically Enrolled?	Annual Enroll-ment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Centurion® Card	Yes	None	500,000	Yes	No
American Express Classic Gold Card	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) for airfares on scheduled flights charged directly with passenger airlines - charter flights andprivate jet flights excluded. 1 additional point (for a total of 2 points) at restaurants in the U.S.
Gold Optima® Card	No	None	100,000	No	No
Senior Gold Card from American Express	No	$40	500,000	Yes	No
The American Express® Card International Dollar Card	Yes	$40	500,000	Yes	No
The Centurion® Card International Dollar Card	Yes	None	500,000	Yes	No
The Platinum Card® International Dollar Card	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) at restaurants in the U.S.
American Express® Gold Card International Dollar Card	Yes	None	500,000	Yes	No
The Gold Card International Dollar Card	Yes	$40	500,000	Yes	No
Morgan Stanley Credit Card from American Express	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) for airfares on scheduled flights charged directly with passenger airlines - charter flights andprivate jet flights excluded. 1 additional point (for a total of 2 points) at restaurants in the U.S. 1 additional point (for a total of 2 points) at select department storesin the U.S. listed at **americanexpress.com/rewards-info**. 1 additional point (for a total of 2 points) on car rentals directly from select car rental companies listed at **americanexpress.com/rewards-info**.
Optima® Credit Card	No	None	100,000	No	No
Optima® Platinum Card®	No	None	100,000	No	No
Platinum Card® from American Express	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first $500,000 of airfare per calendar year on scheduled flight(s) charged directly withpassenger airlines or American Express Travel (Charter flights and private jet flights are excluded). 4 additional points (for a total of 5 points) for eligible hotels (prepaidhotels or prepaid travel packages) booked with American Express Travel.

Product Name	Automa-tically Enrolled?	Annual Enroll-ment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
The Platinum Card® from American Express Exclusively for Charles Schwab	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first $500,000 of airfare per calendar year on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded). 4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
The Platinum Card® from American Express for Goldman Sachs	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first $500,000 of airfare per calendar year on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded). 4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
The Platinum Card® from American Express Exclusively for Morgan Stanley	Yes	None	500,000	Yes	4 additional points (for a total of 5 points) on the first $500,000 of airfare per calendar year on scheduled flight(s) charged directly with passenger airlines or American Express Travel (Charter flights and private jet flights are excluded). 4 additional points (for a total of 5 points) for eligible hotels (prepaid hotels or prepaid travel packages) booked with American Express Travel.
American Express® Gold Card	Yes	None	500,000	Yes	3 additional points (for a total of 4 points) at restaurants globally 3 additional points (for a total of 4 points) on the first $25,000 of eligible purchases in a calendar year at supermarkets in the U.S. (superstores, convenience stores, warehouse clubs, and meal-kit delivery services are not considered supermarkets). 2 additional points (for a total of 3 points) for airfares on scheduled flights charged directly with passenger airlines or American Express Travel - charter flights and private jet flights excluded.
Traditional Gold Card from American Express	No	$40	500,000	Yes	No
ZYNC® Card	Yes	None	100,000	No	No

Notes

1. If you pay an annual program fee for the Rewards Program, we'll bill your Card Account for the non-refundable fee on the anniversary of your enrollment date (the day we finish processing your enrollment).

Business Cards

Product Name	Automa-tically Enrolled? (2)	Annual Enroll-ment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Blue for Business® Credit Card	Contact us to find out	Maybe	100,000	No	No
Blue Business℠ Plus Credit Card	Yes	None	500,000	Yes	1 additional point (for a total of 2 points) on the first $50,000 of eligible purchases in a calendar year.
Business Centurion® Card	Yes	None	100,000	Yes	No

Product Name	Automa-tically Enrolled? (2)	Annual Enroll-ment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Business Gold Rewards Card	Yes	None	500,000	Yes	From the five categories below, choose 2 additional points (for a total of 3 points) in one category and get 1 additional point (for a total of 2 points) in the other categories. You will get additional points for only the first $100,000 of eligible purchases in each category in a calendar year. 1. Airfares for scheduled flights charged directly with passenger airlines - charter flights and private jet flights excluded. 2. Advertising purchased in the U.S. to promote your business online, on television, or on the radio. 3. Gasoline at gas stations in the U.S. (not including superstores, supermarkets or warehouse clubs that sell gasoline). 4. Shipping services purchased in the U.S. for courier, postal, and freight. 5. Computer hardware, software, and cloud computing purchases in the U.S. made directly from providers listed at **americanexpress.com/rewards-info.** Choose your preferred category for getting 2 additional points in the first 2 months of becoming a Card Member. If you don't choose,you'll get 2 additional points on the airfares category. You can change your choice once a year, between December 1 and January 31. To change, call the number on the back of your Card**.**
Business Gold Card	Yes	None	500,000	Yes	3 additional points per dollar (for a total of 4 points), on the 2 categories (of 6) where you spend the most each billing cycle, up to the first $150,000 in combined eligible purchases from these 2 categories each calendar year. You will get additional points for only the first $150,000 of eligible purchases in a calendar year. Determining your top 2 categories: To calculate your top 2 categories each billing cycle, we use your posted account transactions that fall into the 6 categories below and issue additional points based on your 2 highest categories of total spend less returns and credits in that same billing cycle. You will only earn 3 additional points in 2 categories each billing cycle even if you have equal spend in more than 2 categories. The 6 categoriesthat qualify for additional points are: 1. Airfare for scheduled flights charged directly with passenger airlines - charter flights and private jet flights excluded; 2. Advertising purchased in the U.S. to promote your business online, on television, or on the radio; 3. Computer hardware, software, and cloud computing purchases in the U.S. made directly from providers listed at: **americanexpress.com/rewards-info;** 4. Gasoline at gas stations in the U.S. (not including superstores, supermarkets and warehouse clubs that sell gasoline); 5. Restaurants in the U.S.; 6. Shipping services purchased in the U.S. for courier, postal, and freight.

Product Name	Automa-tically Enrolled? (2)	Annual Enroll-ment Fee(1)	Points available to buy	Able to transfer points?	Extra points on some purchases
Some Business Green Cards	No	$40	500,000	Yes	No
Business Green Rewards Card	Yes	None	500,000	Yes	No
Business Management Account	No	None	100,000	No	No
Business Membership Rewards® Card	Yes	None	500,000	Yes	No
Business Platinum Card®	Yes	None	500,000	Yes	0.5 additional points (for a total of 1.5 points) for each dollar of eligible purchases on your Card made at U.S. construction material and hardware suppliers, at U.S. electronic goods retailers and software & cloud system providers, and at U.S. shipping providers as well as on each eligible purchase of $5,000 or more everywhere else (no category exclusions), on up to $2 million of these purchases per calendar year per account. 4 additional points (for a total of 5 points) for flights and eligible hotels (prepaid hotels or prepaid travel packages) booked on amextravel.com.
Business Purchase Account	No	$40	500,000	Yes	No
Executive Business Card	No	$40	500,000	Yes	No
Platinum Business Credit Card®	No	None	100,000	No	No
Small Business Card℠	No	$40	500,000	Yes	No

Notes

1. If you pay an annual program fee for the Rewards Program, we'll bill your Card Account for the non-refundable fee on the anniversary of your enrollment date (the date we finish processing your enrollment).
2. If you already have a Card enrolled in the Rewards Program when you enroll a Business Card, we may automatically link the Business Card to your existing Rewards Account.

Corporate Cards

Your company determines if your Corporate Card is eligible to participate in the Rewards Program and can change participation at any time.

Corporate Cards	Automatically Enrolled? (2), (3), (4)	Annual Program Fee (1)	Points available to buy	Able to transfer points?	Extra points on some purchases
American Express® Corporate Green Card	No	$55	None	Yes	No

Corporate Cards	Automatically Enrolled? (2), (3), (4)	Annual Program Fee (1)	Points available to buy	Able to transfer points?	Extra points on some purchases
American Express® Corporate Gold Card	Maybe	None	None	Yes	No
American Express Corporate Platinum Card®	Maybe	None	None	Yes	No
Corporate Centurion® Card from American Express	Maybe	None	None	Yes	No
Global Dollar Card - American Express® Corporate Card	No	$55	None	Yes	No
Global Dollar Card - American Express® Corporate Executive Gold Card	Maybe	None	None	Yes	No
Global Dollar Card - American Express® Corporate Platinum Card	Maybe	None	None	Yes	No

Notes

1. If you pay an annual program fee for the Rewards Program, we'll bill your Card Account for the non-refundable fee on the anniversary of your enrollment date (the day we finish processing your enrollment).
2. You can only enroll in the Rewards Program if your Corporate Card is issued in your own name.
3. Corporate Cards from the same company can't be linked to the same Rewards Account.
4. You may not enroll if your company blocks Corporate Card enrollment in the Rewards Program.

Checking Accounts

Product Name	Automatically Enrolled?	Annual Program Fee	Points available to buy	Able to transfer points?	Extra points on some purchases
American Express Rewards Checking Account	Yes	No	No	No	No
American Express Business Checking Account	Yes	No	No	No	No

INVEST For Amex by Vanguard

Product Name	Automatically Enrolled?	Annual Program Fee	Points available to buy	Able to transfer points? (1)	Extra points on some purchases
INVEST For Amex by Vanguard	Yes	No	No	Yes	N/A

Notes

1. Redemption options associated with this Product may be limited. Please see the portion of these terms applicable to your Product for more details on potential point transfer limitations.

Detail of Changes to the Membership Rewards Program Terms & Conditions

This notice supplements the Program Terms & Conditions as described below. Any terms and conditions in the Program Terms & Conditions conflicting with these changes are completely replaced. Terms and conditions not changed by this notice continue to apply. If you have any questions, please call the number on the back of your Card.

Effective immediately, the section '**Program Terms and Conditions for Checking Accounts'** is supplemented to include the following updates in the '**Use Points**' section:

Transfer points to partner loyalty programs

If you have an American Express® Rewards Checking account or an American Express® Business Checking account, you will be able to transfer points to a limited selection of participating partner loyalty programs, like those offered by airlines and hotels. The partner loyalty program account must match the name on your checking account.

Once you transfer points, the partner loyalty program's terms and conditions apply. Since we have no control over these programs, you're responsible for understanding all guidelines and restrictions before transferring points. For all partner loyalty programs that are available to you,1,000 Membership Rewards points will equal 1,000 miles, points or credits, except for Hilton, where 1,000 points will equal 2,000 Hilton Honors points.

You'll be charged an excise tax offset fee ($0.0006 per point, up to $99) for points transferred to a U.S. airline frequent flyer program. This fee offsets the federal excise tax we must pay when you transfer points. It may be more or less than the actual amount of the excise tax we pay on any individual transfer. At this time, you must cover this fee using Membership Rewards points at the time of the points transfer.

If you book a flight using frequent flyer miles, it won't be charged to your Debit Card or Business Debit Card. If an airline loyalty program stops participating in the Rewards Program, we may limit the number of points you can transfer to that loyalty program before its participation ends. This limit will be at least 100,000 points.

Useful Tips:

1. To transfer points, you must first link your partner loyalty program account to your Rewards Account.
2. Then choose the number of points you want to transfer. In most cases, you must transfer a minimum of 1,000 points, and only in multiples of 1,000 points.
3. Before booking tickets or hotel stays using the points you moved, be sure the points have transferred. Typically, it takes 48 hours to process the transfer but some programs delay posting points to your partner loyalty account.
4. Points you've transferred to a partner loyalty program account can't be converted back into Membership Rewards points.
5. Partner loyalty programs may make changes to their award levels, blackout dates, capacity controls or terms and conditions at any time. We are not responsible for telling you about any changes the partner loyalty programs may make.

EXHIBIT O

Know if you're approved for this Card with no impact to your credit score.

This process helps you apply with confidence. Here's how:

- Complete the application. We'll let you know if you're approved first — without any impact to your credit score.
- If you choose to accept the Card, the information we provide to credit bureau(s) may impact your credit score.

Secure. Learn More
Call Us

PERSONAL INFORMATION

FIRST NAME **MIDDLE INITIAL** **LAST NAME**

NAME ON CARD

Your legal last name must be present on your card.

FIRST NAME **LAST NAME**

19 characters remaining

DATE OF BIRTH

__-__-____

EMAIL ADDRESS

By providing your email address, American Express may use it to send you updates on your application status and servicing messages and you agree to receive information about products, services and offers from American Express. For information about how we protect your privacy, please read our Privacy Statement.

MOBILE PHONE NUMBER

(___) ___-____

HOME STREET ADDRESS

APARTMENT/SUITE NUMBER (OPTIONAL)

ZIP CODE

CITY

STATE

SOCIAL SECURITY NUMBER ⓘ

☐ I don't have a credit history in the US, but have had a credit card or loan in Australia, Brazil, Canada, the Dominican Republic, India, Kenya, Mexico, Nigeria, Philippines, South Korea, Switzerland or the United Kingdom. (If you have a Social Security Number, please enter it below.)

___-__-____

TOTAL ANNUAL INCOME ⓘ

$

NON-TAXABLE ANNUAL INCOME (OPTIONAL) ⓘ

$

INCOME SOURCE

Choose One

☐ **If I'm approved and accept the Card, send me a one-time text message to the mobile number above to download the American Express® App.‡** (optional)
iOS and Android only. See app store listings for operating system info

Continue to Terms

American Express® Green Card

Special Offer For You

Earn 45,000 Membership Rewards® Points

after you spend $2,000 on purchases on your new Card in your first 6 months of Card Membership.†

This offer may not be available if you leave this web page and return later.

Welcome offer not available to applicants who have or have had this Card or previous versions of the American Express® Green Card. We may also consider the number of American Express Cards you have opened and closed as well as other factors in making a decision on your welcome offer eligibility.

The annual fee for the American Express® Green Card is $150.*†

More Information

*Rates & Fees
‡Benefit Terms
†Offer Terms

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EXHIBIT P

Amex Token Service

Overview

The **American Express Token Service (AETS) API** connects Card Issuers, Merchants, and Service Providers to mobile and digital payments using next-generation token technology to enhance the checkout experience. The scope of this service includes only merchants and cards from the countries listed below. Please stay tuned as we expand the scope in the future to include third-party issued American Express® cards and scale AETS globally.

AETS enables Merchants and Service Providers to replace actual Card Account numbers with token numbers. Via AETS, when a Merchant or Service Provider submits a 15-digit Account Number provided by a Card Member, we respond with a unique 15-digit token usable only by the requester. This domain control makes the tokenized transaction more secure, and may help reduce the risk and cost of fraud. Additionally, tokens stay up-to-date as Card Members receive replacement cards over time. AETS manages the relationship between each token and its underlying Card Account, ensuring transactions continue without interruption when cards are replaced.

Merchants	**North America:** Canada, United States **Europe:** Austria, Finland, France, Germany, Italy, Netherlands, Norway, Spain, Sweden, United Kingdom **Asia Pacific:** Australia, Japan, Hong Kong, New Zealand,

	States
Amex-Issued Cards	**Europe:** Austria, Finland, France, Germany, Italy, Netherlands, Norway, Spain, Sweden, United Kingdom **Asia Pacific:** Australia, Japan, Hong Kong, New Zealand, Singapore, India
Network-Issuer Cards	**United States (Select Issuers)**

Intended for: Merchants

Why It's Great

Increased Sales & Checkout Speed

AETS keeps tokens up-to-date automatically, so Merchants and Card Members can conveniently transact without interruptions when cards are replaced. Card Members can speed through payments as they no longer need to manually revise expiry dates and Card Numbers.

Helps Reduce Fraud Costs

Tokens protect sensitive payment information and have restrictions on where and how they may be used, a security feature that may help lower the risks and costs of fraud.

How It Works

1

The Merchant sends AETS a Card Member's Card Account details.

2

If the Card Issuer approves, AETS provides the Merchant with a token and the account's latest meta-data (Card Account Number's last four digits, expiry date, etc.)

3

The Merchant uses the token to process transactions, settlements, disputes, etc.

Integration Essentials

Technical Highlights

- JWE/JWS-compliant.
- Data integrity and confidentiality.
- Real-time token creation & management.

What You Need To Go Live

- Provide your American Express Merchant Account Number.
- Execution of an AETS Token Requester Agreement.

API Summary

- **Provisionings API:** Request a token for a card.
- **Purchase Tokens API:** Request tokens and/or dynamic payment credentials.
- **Notifications API:** Change the status of a token.
- **Status API:** Get the status of a token.
- **Meta-data API:** Get the meta-data associated with a token.
- **Bulk Provisioning API:** Request multiple tokens for one or more cards.

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EXHIBIT Q

Amex Token Service

README

Introduction

Glossary

Amex Token Service Flows

Getting Tokens & Updated Metadata

Using Tokens

Keeping Tokens and Metadata Up to Date

Test Card Numbers and Scenarios

Response Status Codes

Summary

The **American Express Token Service (AETS) API** enables Merchants and Service Providers to replace actual Card Account Numbers with token numbers. Through AETS, when a Merchant or Service Provider submits a 15-digit Account Number provided by a Card Member, we respond with a unique 15-digit token usable only by the requester. This domain control makes the tokenized transaction more secure, and may help reduce the risk and cost of fraud. Also, tokens stay up-to-date as Card Members receive replacement Cards over time. AETS manages the relationship between each token and its underlying Card Account, ensuring transactions continue without interruption when Cards are replaced.

Introduction

The **American Express Token Service (AETS) API** connects Card Issuers, Merchants, and Service Providers to mobile and digital payments using state-of-the-art token technology to enhance the checkout experience. Please stay tuned as we expand the scope in the future to include third-party issued American Express® Cards and expand AETS to additional countries.

Glossary

- **PAN:** The Primary Account Number. It is the traditional American Express account number printed on Cards.
- **Token:** A 15-digit numeric alias for a PAN that is unique to a Merchant. Merchants may use these tokens to process, authorize, settle, and dispute the Card Member's transactions similar to the PAN.
- **Merchant Account Number:** A 10-digit Service Establishment Number that American Express assigns to each Merchant.
- **Card Meta-data:** The Card Account reference data such as the PAN's last four digits, the PAN's expiry date, Card image artwork, etc.
- **DCSC:** The Dynamic Card Security Code. A four-digit code that identifies a unique AMEX Card in a transaction context.

American Express Token Service Flows

Getting a Token

1. A Card Member initiates a transaction with a Merchant using a website, digital wallet, etc.
2. The Merchant exchanges the Card Member’s account number and transaction data for a token and DCSC from AETS.
3. The Merchant stores the token from AETS in place of the Card Member’s account number and keeps it for future use.

NOTE: Tokens may also be requested for Cards on File (CoF) outside of a transaction context.

Authorizing a Purchase

1. A Merchant submits a token and DCSC to the Acquirer for payment authorization.
2. The Acquirer requests authorization from the Issuer through the AMEX Network.
3. If the Issuer approves, the Acquirer sends the authorization confirmation to the Merchant.
4. The Merchant displays the payment confirmation to the Card Member.

Updating Payment Data

1. The Merchant and AETS notifies each other about Card changes as it occurs, e.g., The Card is removed by the Merchant, the Card is updated by the Issuer, etc.

Getting Started

Getting Tokens for Cards on File

To request a token for a given Card, simply provide the Card details (Card Number, expiry date, etc.) through the /provisionings endpoint. If the Card Issuer approves the request, AETS will respond with a 15-digit token, the token expiry date, and a Token Reference ID. You may store this token information for future use.

Getting Tokens During Transactions

In transaction context, use the /purchasetokens endpoint to request a token and DCSC for use during an authorization. Provide the Card details (Card Number, expiry date, etc.) or a Token Reference ID. If the Card Issuer approves the request, AETS will respond with a 15-digit token, the expiry date, and a four-digit DCSC.

Meta-data

For the Merchant's convenience and the Card Member's visual reference, AETS will include the Card Account's meta-data (last four digits, expiry date, Card image, and Card description) on the tokenization responses. We encourage all Merchants to display this meta-data in the user interface.

Using Tokens

To use tokens in transaction authorization requests, settlements, and disputes; provide the relevant token details instead of the PAN details based on the guidelines listed below:

Before Tokenization	After Tokenization
PAN (15-digit)	Token Expiry (MM/YY)
PAN Expiry (MM/YY)	Token Expiry (MM/YY)
CID (four-digit code)	DCSC (four-digit code)

Please note that all Partners are required to comply with American Express Global Credit Authorization Guidelines (GCAG/GFSG) for authorizations, submissions, and disputes. For more information about GCAG, please contact your American Express relationship manager or visit our Merchants Portal.

Keeping Tokens and Meta-data Up-to-Date Through Notifications

Merchants to Amex Flow

All Merchants must use the /notifications API to notify AMEX when a Card is removed from a Customer's shopping account, and AMEX will update the token status accordingly.

AMEX to Merchants Flow

Using AETS, Merchants can stay up-to-date with the latest token status and Card meta-data updates. Token and meta-data notifications are received automatically through webhooks and/or on-demand through our API:

Delivery Method	Description
Automatically via webhooks (recommended)	It is encouraged to receive notifications via webhooks as AMEX will automatically send a notification of the meta-data or token status updates as they occur. To receive notifications, simply provide the webhook URL on the Amex for Developers Portal.
On-demand via API	Request the latest token meta-data or status using the /metadata or /status endpoints respectively.

Test Card Numbers and Scenarios

The following are sample cards to facilitate endpoint testing. When provisioning these cards, the exact combination of PAN, expiry (month and year), and account input method must match the provided table. If any of those details do not match, the response will be an invalid request error with a invalid_card_data message.

When calling the /notifications endpoint, the state of the token is

not saved in the Sandbox. Calls to the /notifications endpoint will return the response that would be received when calling it from outside the Sandbox. To preserve the integrity of Sandbox calls, tokens will not be cancelled when a delete request is sent to the /notifications endpoint. This approach is necessary to ensure that Sandbox data is guaranteed to be resilient against service interruptions.

Because the state of the token is not changed in the Sandbox, the /status endpoint will return Active for any tokens provisioned in the Sandbox for scenarios 1, 2, 3, and 4. Additionally, the /metadata endpoint will always return the meta-data for the Token Reference ID produced by any of these aforementioned scenarios because the token is active in the system. Furthermore, any calls to the /notifications endpoint will return a 200 OK response.

The Card used in Scenario 3 is mapped to the country of India. Because the Card is Indian, attempts to provision the Card will only succeed if the authentication_method field under the /provisionings endpoint specification is provided. Attempts to provision the Card on the /purchasetokens endpoint will not succeed as the authentication_method field is not supported for that endpoint. The value to provide in the value field within the authentication_method JSON object is BwACAkYlhgICEwADMTE2EAAAAAA=.

The token provisioned as part of Scenario 5 will be cancelled immediately. As such, calls to the /status endpoint for a Token Reference ID produced by Scenario 4 will return a status of Cancelled. Calls to the /metadata endpoint will return a invalid_token_ref_id response as inactive tokens will return such an error when /metadata is called. Attempts to delete the token on the /notifications endpoint for the deleted token will return a 200 OK response. Multiple calls to delete the same token will produce an idempotent response from the system. Attempts to resume or suspend the token which has already been cancelled will return an 401 Unauthorized error indicating that the caller is not authorized to perform the operation. Once a token has been cancelled, it cannot be restored.

The token provisioned as part of Scenario 6 will be suspended immediately. As such, calls to the /status endpoint for a Token Reference ID produced by Scenario 5 will return a status of Suspended. Calls to the /metadata endpoint will return a invalid_token_ref_id response as suspended tokens will return such an error when /metadata is called.

Number	Scenario	PAN	Expiry	Account Input Method
1	Tokenizing a valid Card	37111 11111 11114	12/2030	"User Input"
2	Tokenizing an outdated Card	37111 11111 11122	12/2019	"On File"
3	Tokenizing a Card from India	37111 11111 11161	11/2030	"User Input"
4	Tokenizing a valid Card to test meta-data notifications	37111 11111 11130	12/2030	
5	Tokenizing a valid Card to test delete token notifications	37111 11111 11148	12/2030	
6	Tokenizing a valid Card to test suspend token notifications	37029 50806 73971	12/2030	"User Input"
7	Card cannot be tokenized error	37000 00000 00002	12/2035	
8	Card not eligible error	37000 00000 00028	12/2035	
9	Card market not supported error	37000 00000 00036	12/2035	

10	Issuer not supported error	370000000000044	12/2035
11	Card cancelled error	370000000000051	12/2035

Outbound Notifications On Token State Updates

In some scenarios, American Express will send an outbound notification to the Merchant who provisioned the token. If the state of the token is changed by AMEX, an outbound notification will be triggered to the Merchant. This outbound notification behavior is tested in scenarios 4 & 5 above. To execute these test scenarios you must contact your AXP representative and specify the endpoint to which outbound notifications should be directed. This information needs to include SSL Certificates, URLs, and all IP addresses. Any header requirements for incoming calls to the Merchant's specified endpoint will be stored and respected by outbound calls from AMEX to the Merchant's desired endpoint.

Response Status Codes

Error Code	Error Type	Error Description	Description	Status
104000	mandatory_data_missing	missing_{fieldname}	Provided when any of the mandatory input data elements are not sent in the request.	400
104000	invalid_request_error	invalid_{fieldname}	Provided when any input data elements do not follow the required schema for that field.	400

104000	00	invalid_request_error	invalid_token_reference_id	The Token Reference ID does not exist or is inactive. 400
104001	01	card_error	card_market_not_supported	The market of the Card provided is not supported. 400
104001	01	card_error	issuer_not_supported	The Issuer of the Card provided does not support provisioning for cards they issue. 400
104001	01	card_error	card_not_eligible	The Card provided is not eligible for tokenization. 400
104001	01	card_error	card_cannot_be_tokenized	The Card is ineligible for tokenization due to an ongoing issue such as fraud. 400
104001	01	card_error	card_cancelled	The Card provided has been cancelled. 400
104000	00	invalid_request_error	request_payload_decryption_failed	Decryption of the request's payload failed. 400
104000	00	invalid_json_request	request_body_not_established_json	The JSON payload sent does not follow established JSON formatting (e.g., missing a curly brace). 400
104000	00	invalid_request_error	request_validation_failed	The value field within the authentication_method JSON object is invalid for the provided Card. 400
104001	01	card_error	unauthorized_operation	The Token Reference ID cannot have its status changed as the token has been deleted. 401

10401	10	invalid_hmac	invalid_hmac	The HMAC provided is invalid.	401
10429	80	rate_limit_validation	rate_limit_exceeded	The request count to the server has exceeded configured limitations.	429
10500	90	system_error	internal_api_error	The Token Service Provider (TSP) system errors. These errors can be retried by the Token Requester (TR) based on the aligned retry policy.	500
10504	40	connection_timeout	connection_timeout	The API gateway has experienced a connection timeout.	504

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EXHIBIT R

Global Pay with Points

Overview

Global Pay with Points is a suite of APIs that enable eligible American Express® Card Members to pay for purchases with accumulated Membership Rewards® points within a merchant's checkout experience online or at a physical point-of-sale (POS).

Intended for: Merchants

Why It's Great

Increase Spending

Card Members who use Membership Rewards® points to cover all or part of their Card charges through Pay with Points spend more than the American Express average.

Flexible Integration

Your payment processing remains the same - Cards are still processed as usual, regardless of the environment and we settle with you - same as always.

Scale

Take advantage of a highly successful loyalty program with a Card Member base that has billions of points.

Business as Usual

We handle Card Member servicing issues related to Membership Rewards redemptions or returns, so there are no changes to a Merchant's dispute management process.

How It Works

1

Card Member begins checkout on the Merchant's site or app and pays with an eligible American Express Card.

2

Merchant presents option for Card Member to use Pay with Points.

3

Card Member views Membership Rewards® point balance, confirms order and chooses Pay with Points.

4

The Merchant displays a confirmation to the Customer.

Integration Essentials

Technical Highlights

- RESTful APIs with JSON format are used for data exchange.
- APIs use two-way SSL encryption and Message Authentication Code (MAC) Tokens for authentication, which requires certificate exchange between Partners and AMEX.(Only Sandbox environment works with one-way SSL).
- Solution can live on a desktop, tablet, mobile web and a variety of point-of-sale(POS) screens.
- Payload is the same for all markets; Required fields between US and Non

US markets differ and are noted accordingly.

What You Need To Go Live

- Have use-cases reviewed by American Express
- Demonstrate a PCI-compliant environment.
- Allocate time for thorough QA and Pre-Production testing.
- A contract with Amex is required to obtain access to QA and PROD.

API Summary

- Get Rewards Balance API
- Pay with Rewards API

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EXHIBIT S

Global Pay with Points

Summary

POST /paywithpoints?pricing=true

POST /paywithpoints

Sandbox

Summary

Pay with Points functions as a two-part API requiring:

1. Call **inquiry** POST /paywithpoints?pricing=true to retrieve the Card Member's Point balance.
2. Complete the transaction if the Card Member chose to Pay with Points by calling **redemption** POST /paywithpoints.

Two common scenarios are supported within Pay with Points:

1. **Single-step:** Supports scenarios such as:
   - POS solutions where you want to help the Card Member move quickly through the Pay with Points decision;
   - Solutions where the verification surface (screen the Card Member engages with) is too small to support an advanced interface.
2. **Interactive:** Enabling you to provide

SAMPLE CODE

Github: Java | .NET

Product endpoints **Copy**

```
/loyalty/v2/redemptions/paywit
/loyalty/v2/redemptions/paywit
```

more information to the Card Member to make decisions, such as selecting a partial Payment-with-Points solution for an online purchase.

Single-step

The Single-step approach begins with using the /paywithpoints?pricing=true API to:

- Determine whether the Card is associated with a Points program;
- Confirm the Card has sufficient Points to cover the needed payment.

The response information includes details such as how many Points are needed, which you can use to present the confirmation decision to the Card Member.

If the Card Member chooses to Pay with Points, you confirm this decision by calling POST /paywithpoints with the transaction details.

Interactive

The Interactive approach begins by calling the POST /paywithpoints?pricing=true API to:

- Determine whether the Card is associated with a Points program;
- Provide the currently available balance of Rewards;
- Provide Currency to Points conversion details.

The response information can then be used to interactively present multiple choices to the Card Member. An example of such a choice may be asking whether

the Card Member would like to use **some** or **all** of the available Points to pay for **part** or **all** of the purchase within an Online Shopping Cart's payment section. If the Card Member chooses to Pay with Points, you confirm this decision by calling POST /paywithpoints with the transaction details including the number of Points used.

The redemption of reward points will result in a statement credit to the Card Member's account

Additionally:

- If the first call to POST /paywithpoints?pricing=true responds with a failure, **no mention of Pay with Points should be made to the Card Member** (*the attempt to use Pay with Points should be masked from the Card Member*).
- If the call to POST /paywithpoints responds with a failure, the error should be masked from the Card Member and appropriate retries attempted **asynchronously** to complete the transaction.

The primary goal is to provide a positive experience to the Card Member under all circumstances.

Last Updated: May 07, 2020

API Security

Client Auth Using HMAC

- x-amex-api-key, Header Required
- authorization, Header Required

Learn more about HMAC headers.

POST /paywithpoints?pricing=true

Step 1 of Pay with points - Create inquiry order.

/paywithpoints?pricing=true requires only the basic Card details to look up Points and subsequently return Point details that can be used interactively with the Card Member.

If the Card is not Points-enabled, a 400 response is returned along with appropriate details.

***Note:** While /paywithpoints?pricing=true is effectively a read-only API, a POST is used to ensure the sensitive data required for the request, such as card_number, is*

EXAMPLE

Balance Inquiry for Online Partne

Request Headers Copy

```
POST https://api.qa2s.americar
Accept-Encoding: gzip,deflate
Content-Type: application/jsc
message_id: amex_100
client_id: PWP_ONLINE
partner_country_code: 840
Authorization: MAC id='78e67c
x-amex-api-key: 78e67df6-a36e
Content-Length: 117
```

secured by not presenting it in the URI's query string. To learn more, please see the API Standard Practices.

Properties

HEADERS

x-amex-api-key	string, *max: 36* REQUIRED	Your application's Client Key for accessing this API. *Learn more about API Key security* e.g., cOthV4ao4Xxho1BzrIXcOf8CTJXUONdj
Authorization	string, *max: 36* REQUIRED	Authentication and Authorization token using HMAC SHA 256 algorithm. *Learn more about HMAC headers* e.g., Please

Request Body Copy

```
{
  "account_key": {
    "card_number": "375987654
  }
}
```

RESPONSE

```
200 OK
```

Response Headers Copy

```
HTTP/1.1 200 OK
Accept-Encoding: gzip,deflate
Content-Type: application/jso
message_id: amex_100
Authorization: MAC id='78e67d
x-amex-api-key: 78e67df6-a36e
Content-Length: 120
```

	see the HMAC example here	Response Body Copy { "requester_order_id": "test
client_id	string, *max: 32* REQUIRED	**Merchant Identification Code:** This is an unique ID assigned to each Merchant when onboarding to the Pay with Points program. **Note:** *You will be able to access the client_id from your Application Keys when moving to both the QA and Production environments. A standard Sandbox key is available within the Test Data section*

	below. e.g., PWP_ONLINE
message_id	string, *max: 32* REQUIRED An unique ID **generated by the merchant** for each /paywithpoints?pricing=true. The scope of uniqueness is limited to the merchant. The same message_id should **never be re-used** across different transactions. e.g., AA3434342323
partner_country_code	string, *max: 3* REQUIRED Numeric geographical code (geocode) to represent

country and dependent areas

e.g., 840

PAYLOAD

account_key object REQUIRED

Note: *At a minimum, the Card Number is required. Depending on tl terms of your agreement in participating wit Pay with Points, the virtual_card_nur er properties ma also be required*

card_number string, *max: 15* OPTIONAL

American Express Account Number.

This field must always be consisten across the /paywithpoir s?

		pricing=true and /paywithpoints calls. e.g., 3759876543 1001
virtual_card_number	object OPTIONAL	*This represents the real card number.*
token_number	string, *max: 15* OPTIONAL	**DPAN** Encrypted digital token. e.g., 3759876 5432100 1
charge_id	string, *max: 29* OPTIONAL	Unique transact identifier for the

card charge.

e.g., ABC123

Responses

200

Success! The Card is valid and has Points available for use.

RESPONSE PAYLOAD

id	string	REQUIR
	An unique identifier for the order provided b the originating system.	
	e.g., AA3434342323	
account_key	object	REQUIF
	Account details.	
account_id	string	OPT NAL
	American Express Loyalty account number.	
	e.g., 1M7329999	
card_number	string	OPT NAL

		American Express Account Number. This field must always be consisten across the /paywithpoir s?pricing=tru and /paywithpoir s calls. e.g., 3759876543 1001
virtual_card_number	object	OPT ONAL *This represents th real card number.*
token_number	string	OPTIONAL **DPAN** Encrypte d digital token. e.g., 37598765 4321001

charge_id	string	OPTION
	Unique transact identifier for the card charge. e.g., ABC123	
charge_id_type	string	OPTION
	Transaction type e.g., [TID, AR_Trans_ID, ROC_Reference umber, AuthID]	
amount	object	OPTION
	Note: *It is mandatory in ca of Single-step scenario.*	
value	double	RE UIRED
	The transaction amount that will be used validate whether sufficient Points are available. **Note:** *Excluc currency indicators*.	

		e.g., 10.58
currency_code	string	REQUIRED The currency code of the given amour e.g., USD, AUD
points_needed	long	OPTIONA The number of Points required fulfil the purchas based on the supplied amoun e.g., 143
conversion_rate	float	REQUIRE The points conversion rate. e.g., 0.07
merchant_service_establishment_id	string	OPTION Merchant Store Number passed request. **Note:** *This field applicable only non US market Partners. Partne can choose to send this field, b*

		it is not required This field is non- applicable for U market Partners e.g., 123456
merchant_pricing_code	string	OPTION Merchant pricing code passed in request. This is configured by Amex team and shared to Partne at the time of onboarding. **Note:** *This field mandatory only non US market Partners. This field is non- mandatory for U market Partners* e.g., PWPA
merchant_order_details	string	OPTION Merchant order details passed i request. **Note:** *This field applicable only i non US market Partners. Partne can choose to send this field, b it is not required This field is non-*

		applicable for U market Partners e.g., ABC123
_embedded	object	REQUIF
current_balance	string	REQ RED Total Points available before redemption. e.g., 1058
amount_balance	string	REQ RED Amount equivalent to total availabl Points before redemption. e.g., 10.58
tier_code	string	REQ RED Tier Code representatic of the rewarc program name. Used US market only. e.g., 123456
tier_description	string	OPTI

		NAL Tier Code description. e.g., 123456
min_rewards_spend	object	OPTIONAL Minimum reward amount to redeem.
value	double	OPTIONAL Minimum amount that will be used to validate whether sufficient Points are available. **Note:** *Exclude currency indicators.* e.g., 10.58
currency_code	string	OPTIONAL

		The currency code of the given amount. e.g., USD, AUD
max_rewards_spend	object	OPTIONAL Maximum reward amount to redeem.
value	double	OPTIONAL Maximum amount that will be eligible to redeem. **Note:** *Exclude currency indicators*. e.g., 10.58
currency_code	string	OPTIONAL

	The currency code of the given amount. e.g., USD, AUD

400
Invalid information submitted. Please see the error_description for details.

This error could also occur when the Card is found, but ineligible for this transaction due to one of the following possible conditions:

- 2: Card is not eligible for the program.
- 3: Card is not eligible for Redemption.
- 4: Not sufficient points in Rewards Account.
- 5: Requested Amount Exceeds Max Limit.
- 6: Invalid Request Data or Missing Mandatory Parameters.

RESPONSE PAYLOAD

An array of s:

error_code	string, *max: 6* OPTIONAL Detailed Error Code.

		Please see Common Error Codes for additional details. e.g., 2
user_message	string	OPTIONAL User-friendly error description. e.g., Card is not eligible for the program.
developer_message	string	OPTIONAL Developer-friendly detailed error description. e.g., GBPE-04358
more_information	string	OPTIONAL Additional information related to the error. e.g., Not Participating in MR - GBPE-04358

401

Unauthorized. Indicates a failure within the security credentials.

RESPONSE PAYLOAD

An array of s:

application_error_code	string, *max: 6*	OPTIONAL

Detailed Error Code.

Please see Common

POST /paywithpoints

Step 2 of Pay with points - Create redemption order.

POST /paywithpoints will complete the Pay with Points transaction. To complete the transaction, you will supply:

- ***Points Selection:*** *Specifying the number of the Points selected by the Card Member as payment.*
- ***Amount Information:*** *Providing amount for selected points.*

Critical Note: *To ensure the best experience to Card Members, the expected behavior of the system for all scenarios in which a 500, timeout (or other non-specified error) is received when submitting the POST /paywithpoints update, is for the Card Member to receive a message indicating a successful*

EXAMPLE

Redemption Success

Request Headers Copy

```
POST https://api.qa2s.americar
Accept-Encoding: gzip,deflate
Content-Type: application/jsc
message_id: amex_100
client_id: PWP_ONLINE
partner_country_code: 840
Authorization: MAC id='78e67c
x-amex-api-key: 78e67df6-a36e
Content-Length: 117
```

*completion of Pay with Points. The error condition must then be **resolved asynchronously** to any remaining purchase process.*

Example: The current basket's checkout process should complete as though everything was successful, while a retry to Pay with Points is made in the background.

If Pay with Points is unable to be completed, a notification will be sent by American Express to the Card Member.

Properties

HEADERS

x-amex-api-key	string, *max: 36* REQUIRED Your application's Client Key for accessing this API. *Learn more about API Key security* e.g., cOthV4ao4Xxho1BzrIXcOf8CTJXUONdj
Authorization	string, *max: 36* REQUIRED Authenticatio

Request Body Copy

```
{
  "account_key": {
    "card_number": "375987654
  },
  "order_date": "2018-11-29T1
  "charge_id": "ARNEWOVLFEE12
  "charge_id_type": "AuthID",
  "amount": {
    "value": 1,
    "currency_code": "USD"
  },
  "basket_amount": {
    "value": 10,
    "currency_code": "USD"
  },
  "points_needed": "143",
  "merchant_service_establish
  "merchant_pricing_code": "P
}
```

RESPONSE

```
200 OK
```

	n and Authorization token using HMAC SHA 256 algorithm. *Learn more about HMAC headers* e.g., Please see the HMAC example here	
client_id	string, *max: 32* REQUIRED **Merchant Identification Code:** This is an unique ID assigned to each Merchant when onboarding to the Pay with Points program. **Note:** *You will be able to access the client_id from your Application Keys when moving to*	

Response Headers Copy

```
HTTP/1.1 200 OK
Accept-Encoding: gzip,deflate
Content-Type: application/jso
message_id: amex_100
Authorization: MAC id='78e67c
x-amex-api-key: 78e67df6-a36e
Content-Length: 120
```

Response Body Copy

```
{
  "id": "95321",
  "account_key": {
    "account_id": "1M05684893
    "card_number": "375987654
  },
```

	both the QA and Production environments. A standard Sandbox key is available within the Test Data section below. e.g., PWP_ONLINE
message_id	string, *max: 32* REQUIRED The unique ID **generated by the merchant** for each /paywithpoints call. The scope of uniqueness is limited to the merchant. An message_id should **never be re-used** across different transactions. e.g., AA3434342323

partner_country_code	string, *max: 3* REQUIRED	Numeric geographical code (geocode) to represent country and dependent areas e.g., 840

PAYLOAD

account_key	object REQUIRED	**Note:** *At a minimum, the Card Number is required. Depending on th terms of your agreement in participating wit Pay with Points, the virtual_card_nur er properties ma also be required*
card_number	string, *max: 15* OPTIONAL	American Express

		Account Number. This field must always be consisten across the /paywithpoir s? pricing=true and /paywithpoir s calls. e.g., 3759876543 1001
virtual_card_number	object OPT ONAL	*This represents the real card number.*
token_number	string, *max: 15* OPT IONAL	**DPAN** Encrypte d digital token. e.g., 3759876 5432100 1

Responses

200

Success! The Card is valid and has Points available for use.

RESPONSE PAYLOAD

id	string	REQUIR
	Unique identifie for the order provided by the originating syste	
	e.g., AA3434342323	
account_key	object	REQUIF
	Account details.	
account_id	string	OPT NAL
	American Express Loyalty account number.	
	e.g., 1M7329999	
card_number	string	OPT NAL
	American Express Account Number.	

		This field must always be consisten across the /paywithpoir s?pricing=tru and /paywithpoir s calls. e.g., 3759876543 1001
virtual_card_number	object	OPT ONAL *This represents th real card number.*
token_number	string	OPTIONAL **DPAN** Encrypte d digital token. e.g., 37598765 4321001
charge_id	string	OPTION

		Unique transact identifier for the card charge. e.g., ABC123
charge_id_type	string	OPTION Transaction type e.g., [TID, AR_Trans_ID, ROC_Reference umber, AuthID]
points_needed	long	REQUIRE The number of Points the Card Member has approved to be used toward the purchase. e.g., 1099
amount	object	REQUIF The local curren equivalent of the Points approved be used toward the purchase.
value	double	RE UIRED Transaction amount is th amount that will be used validate

		whether sufficient Points are available. **Note:** *Excluc currency indicators*. e.g., 10.58
currency_code	string REQ RED	Currency code of the given amour e.g., USD, AUD
basket_amount	object REQUIF	The local curren equivalent of the total order amou approved towar the purchase.
value	double RE UIRED	Basket amount is th local currenc equivalent of the total orde amount.

		Note: *Excluc currency indicators*. e.g., 10.58
currency_code	string REQ RED	Currency code of the given amour e.g., USD, AUD
conversion_rate	float REQUIRE	The points conversion rate. e.g., 0.07
merchant_service_establishment_id	string OPTION	Merchant Store Number passed request. **Note:** *This field applicable only i non US market Partners. Partne can choose to send this field, b it is not required This field is non- applicable for U market Partners* e.g., 123456

merchant_pricing_code	string	OPTION

Merchant pricing code passed in request. This is configured by Amex team and shared to Partner at the time of onboarding.

Note: *This field mandatory only non US market Partners.*
This field is non-mandatory for U market Partners

e.g., PWPA

merchant_order_details	string	OPTION

Merchant order details passed i request.

Note: *This field applicable only i non US market Partners. Partne can choose to send this field, b it is not required This field is non-applicable for U market Partners*

e.g., ABC123

_embedded	object	REQUIF
current_balance	string	REQ RED Total Points available afte redemption. e.g., 1058
amount_balance	string	REQ RED Amount equivalent to total availabl Points after redemption. e.g., 10.58
tier_code	string	OPTI NAL Tier Code representatic of the rewarc program name. Used US market only. e.g., 123456
tier_description	string	OPTI NAL Tier Code description.

		e.g., 123456
min_rewards_spend	object OPTIONAL	Minimum reward amount to redeem.
value	double OPTIONAL	Minimum amount that will be used to validate whether sufficient Points are available. **Note:** *Exclude currency indicators.* e.g., 10.58
currency_code	string OPTIONAL	The currency

		code of the given amount. e.g., USD, AUD
max_rewards_spend	object	OPTIONAL Maximum reward amount to redeem.
value	double	OPTIONAL Maximum amount eligible to redeem. **Note:** *Exclude currency indicators*. e.g., 10.58
currency_code	string	OPTIONAL The currency

		code of the given amount. e.g., USD, AUD

400

Invalid information submitted. Please see the error_description for details.

This error could also occur when the Card is found, but ineligible for this transaction due to one of the following possible conditions:

- 2: Card is not eligible for the program.
- 3: Card is not eligible for Redemption.
- 4: Not sufficient points in Rewards Account.
- 5: Requested Amount Exceeds Max Limit.
- 6: Invalid Request Data or Missing Mandatory Parameters.
- 12: Timed out while processing request.
- 14: Duplicate Redemption Request.
- 15: Amount vs Points mismatch for given Conversion rate.

RESPONSE PAYLOAD

An array of s:

error_code	string, *max: 6*	OPTIONAL

		Detailed Error Code. Please see Common Error Codes for additional details. e.g., 2
user_message	string	OPTIONAL User-friendly error description. e.g., Card is not eligible for the program.
developer_message	string	OPTIONAL Developer-friendly detailed error description. e.g., GBPE-04358
more_information	string	OPTIONAL

Sandbox Test Cases

Amex for Developers has created a Sandbox for all developers to use. The

Story Category

POS Partners

Story

Inquiry

Sandbox provides sanitary data available to everyone and represents the capabilities of the API.

To access the Sandbox, all you will need is an Application Key and Secret, which can be obtained immediately by signing into Amex for Developers and getting keys to this product.

Select a category and story to start using the Sandbox. Please leverage the listed properties when calling the Sandbox to receive the described results.

To learn more about Sandbox, go to Sandboxon our Documentation page.

Method

```
POST
```

Required Headers Copy

```
Accept-Encoding: gzip,deflate
Content-Type:  application/jsc
message_id:  amexsandbox_1000
client_id:  PWP_ONLINE
partner_country_code:  840
Authorization:  MAC id='78e67c
x-amex-api-key:  78e67df6-a36e
Content-Length:  136
```

URI Copy

```
https://api.qasb.americanexpre
```

Required Payload Copy

```
{
  "account_key": {
    "card_number": "375987654
  },
  "amount": {
    "value": 10,
    "currency_code": "USD"
  }
}
```

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