



GOVERNMENT SERVICES TRAVEL CARD PROGRAM CARDHOLDER ACCOUNT AGREEMENT

IMPORTANT: BEFORE YOU SIGN OR USE THE GOVERNMENT CARD, READ THIS AGREEMENT THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS. In this Agreement ("Agreement"), "Card" means the enclosed Citibank® Government Travel Card (and all replacements) issued by Citibank (South Dakota), N.A. (which will be referred to as the "Bank") under the General Services Administration (GSA) contract no. GS-23F-T0003 ("GSA Contract"). "Agency/Organization" means the United States federal agency, bureau, division, office or other organizational entity that has requested/authorized the Bank to open an account for me. The words "I", "me", "my" and "mine" refer to the Agency/Organization employee named on the Card and who has agreed to be bound by this Agreement.

FCB-A633-6 CP06-47891

(1) THIS AGREEMENT

By activating, signing or using the Card or the account established in connection with it ("Account"), I am agreeing to the terms of this Agreement. If I do not agree to the terms of this Agreement, I will cut the card in half and return the pieces to the Bank before using the Card. I agree that I will be bound to the terms of this Agreement to the extent that I use the Card.

(2) USE OF THE CARD

Charging and cash advance privileges (if allowed) on the Card and Account are provided by the Bank pursuant to the GSA Contract and the task order of my Agency/Organization and are subject to this Agreement. I agree to use the Card only for official travel and official travel related expenses away from my official station/duty station in accordance with my Agency/Organization policy. I agree not to use the Card for personal, family or household purposes. I understand that the Card is not transferable and will be used by me alone only after I have signed the Card on the back above the words "authorized signature." Unless canceled, the Card will be valid through the expiration date printed on its face. By agreeing to the terms of this Agreement, I am requesting that the Bank issue a renewal Card to me before the current Card expires. The Bank will continue to issue renewal Cards until my Agency/Organization or I tell the Bank to stop. Charging and cash advance privileges will be automatically withdrawn: (i) upon request of the U.S. Government; (ii) upon termination of my employment with my Agency/Organization; (iii) upon termination of the GSA Contract and/or task order between the Bank and the Agency/Organization; (iv) if the card is reported lost or stolen; or (v) as noted in Section 10 of this Agreement.

(3) LOSS, THEFT OR UNAUTHORIZED USE

I agree to notify the Bank and my Agency/Organization immediately of any loss, theft or unauthorized use of the Card or Account. I will notify the Bank, by phone at 1-800-790-7206, toll free in the Continental United States, Hawaii, Alaska, Virgin Islands, Puerto Rico, or Canada, or collect at 904-954-7850 outside these areas. I will notify my Agency/Organization if directed. If my Card is returned to me after I have notified the Bank, I agree not to use the Card. I will not be liable for unauthorized charges that are made on my Card.

(4) PAYMENT

The Bank will provide me monthly with a billing statement, which sets forth billing data with respect to all my charges, cash transactions and fees relating to the Card and Account. My billing statement is due and payable, in full, upon receipt of the statement but must be received by the Bank no later than 25 calendar days from the closing date on the statement in which the charge appeared. Certain charges may be billed directly to my Agency/Organization and will appear on my billing statement as a memorandum item only. In the event these charges are later billed to my Account, I agree to pay such charges in full. Payments must be made in U.S. currency, in electronic form or with a money order payable in U.S. dollars, or with a draft or a check drawn on a bank in the U.S. and payable in U.S. dollars. If the Bank decides to accept a payment made in some other form, payment will not be credited to my Account until my payment is converted into one of the forms just mentioned. The Bank may accept late payments, partial payments or checks and money orders marked "payment in full" or with other restrictive endorsements without losing any rights under this Agreement or under the law.

(5) CHARGES MADE IN FOREIGN CURRENCIES

- A. **Information on Foreign Currency Conversion Procedures:** If I make a transaction in a foreign currency, other than a cash advance made at a branch or ATM of one of the Bank's Citi affiliates, MasterCard or Visa, depending on which card is used, will convert the amount into U.S. dollars. MasterCard and Visa will act in accordance with their operating regulations or foreign currency conversion procedures then in effect. MasterCard currently uses a conversion rate in effect one day prior to its transaction processing date. Such rate is either a wholesale market rate or the government-mandated rate. Visa currently uses a conversion rate in effect on its applicable central processing date. Such rate is either a rate it selects from the range of rates available in wholesale currency markets, which may vary from the rate it receives, or the government-mandated rate. If a cash advance is made in a foreign currency at a branch or ATM of one of the Bank's affiliates, the amount will be converted into U.S. dollars by a Citi affiliate in accordance with its foreign currency conversion procedures then in effect. The Bank's Citi affiliate currently uses a conversion rate in effect on its applicable processing date. Such rate is either a mid-point market rate or the government-mandated rate. The foreign currency conversion rate in effect on the applicable processing date for a transaction may differ from the rate in effect on the sale or posting date on my billing statement.
- B. **Transaction Fee for Transactions Made in Foreign Currencies:** For each purchase made in a foreign currency, the Bank will pass along all charges assessed by the bankcard associations. In addition, if applicable, the Bank will charge a foreign transaction fee indicated in the accompanying Table of Fees and Charges. The total foreign currency transaction fee will either be (i) added to, and integrated with, the applicable currency conversion rate or (ii) added to, and integrated with, the posted transaction amount.

(6) DISHONORED CHECKS

If any money order, check or draft is delivered to the Bank and cannot be processed, or is not honored for its face amount when presented,

I agree that the Bank may impose as liquidated damages for its costs a charge of \$15.

(7) BILLING INQUIRIES/PROBLEMS WITH GOODS AND SERVICES

If I have any question, problem or dispute about the billing statement, I will notify the Bank in writing or by telephone, within 60 days of the billing date on the statement. The Bank will take all reasonable and appropriate steps to provide the information I request or resolve my dispute. I understand that I cannot hold the Bank accountable, and the Bank is not responsible, for problems such as malfunctions, failures due to lack of quality, or other defects relating to the goods or services that I purchase with my Card or Account. In these types of disputes, I must pay the Bank the charge and settle my dispute with the establishment where the goods or services were purchased. The Bank will not be responsible if any establishment refuses to honor the Card, or for any other problem I may have with such establishment.

(8) PURCHASES AND CASH ADVANCES

- A. **Purchases:** I understand that I may use the Card or Account for purchases wherever the Card is honored, in accordance with my Agency's/Organization's policies and procedures.
- B. **Cash Advance:** My Agency/Organization may approve my Card or Account for cash advance privileges. This will enable me to use my Card to obtain cash from automated teller machines ("ATMs") operated by a bank, other institutions, or a Citibank branch teller, when authorized by my Agency/Organization.
- C. **Cash Advance Transaction Fee:** Each time I use my Card to obtain cash from an ATM, I will be assessed a transaction fee of 2.25% or lower. If my Agency/Organization has negotiated a lower fee, the lower amount will apply. The transaction fee will be billed to me on my billing statement. In some cases, a surcharge may be imposed by ATM operators.
- D. **Personal Identification Number:** If I am approved for cash advance privileges, I will receive a confidential number code. This code is my personal identification number ("PIN"). To obtain cash from an ATM, my PIN must be entered into the ATM after I insert my Card. I agree to take all reasonable precautions to prevent any other person from learning my PIN or using my Card to make unauthorized transactions. I agree not to write my PIN on my Card or on any material I keep with the Card. I agree that if I voluntarily give the Card and my PIN to someone else for any reason, I am authorizing all transactions made by that person.
- E. **My Ability to Get Cash at an ATM or Citibank Branch Bank:** Any limits for obtaining cash are set by the Agency's/Organization's policy. Limits on the number of and the dollar amount of transactions may be restricted by the operators of the ATM.
- F. **Citibank (South Dakota), N.A. Card Liability:** The Bank will not be liable for any losses or damages resulting from any use or attempted use of the cash advance privileges including, but not limited to, situations where:
- ATMs or any computer systems, including Citibank systems, do not work properly;
 - ATMs do not have enough cash;
 - Or circumstances beyond the control of the Bank.

(9) TRAVELLERS CHEQUES

- A. **Purchases:** My Agency/Organization may approve my Account for travellers cheque purchases. This will enable me to make purchases of American Express travellers cheques through my Card or Account. A fee of 3% will be applied.
- B. **Loss, Theft or Unauthorized Use:** I agree to notify American Express, immediately at 1-800-721-7282 free in the United States, Virgin Islands, Canada, and Puerto Rico these areas of any loss, theft or unauthorized use of my travellers cheques.

(10) SUSPENSION AND CANCELLATION

The Bank may suspend or cancel my Card or Account privileges as set forth in this Section 10.

- A. **Suspension:** My Account is considered delinquent if payment for the undisputed principal amount has not been received 45 calendar days from the closing date on the billing statement in which the charge appeared. I will receive notification from the Bank requesting payment of the undisputed past due amount. If payment has not been received 55 calendar days from the closing date, my Agency/Organization and I will be notified that the suspension process will be initiated. My Agency/Organization and I will be notified of a point of contact to assist in resolving the past due account. If payment for the undisputed principal amount has not been received 61 calendar days from the closing date, my Account will be suspended, unless otherwise directed by my Agency/Organization. My Agency/Organization or the GSA Contracting Officer has the right to suspend my Account for any reason. Upon payment of the undisputed principal amount to the Bank, my Account will be reinstated.
- B. **Cancellation:** My Card or Account may be canceled if: (i) my Card is used for unauthorized purposes and the Bank has my Agency's/Organization's permission to cancel; (ii) my Account is past due for the undisputed amounts 120 calendar days past the closing date and all suspension procedures have been met by the Bank; (iii) my Account has been suspended two times during a 12-month period for undisputed amounts and is past due again. My Agency/Organization and I will be notified that the cancellation process will be initiated. If payment for the undisputed principal amount has not been received 126 calendar days from the closing date, my Card or Account will be canceled unless otherwise directed by my Agency/Organization; or (iv) my Account has been paid with checks returned by my financial institution for insufficient funds ("NSF") two or more times in a 12-month period. In this event, my Account is subject to immediate cancellation. In the event of cancellation, I understand that I must still pay all undisputed amounts due to the Bank under this Agreement. I understand that my Account information may be reported to credit reporting agencies if my Account is canceled. I will surrender the Card

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upon request to my Agency/Organization. I understand that use of the Card or Account after its cancellation will be considered fraudulent and may cause the Bank to take legal action against me.

- C. **Late Fee and Reinstatement of Canceled Accounts:** The Bank may reinstate canceled Accounts upon payment of the undisputed principal amount and late fee. The late fee is 2.5% per month on the entire undisputed principal amount until my payment is received by the Bank. The Bank may conduct a credit worthiness check on me prior to reinstatement of my canceled Account. If my Agency/Organization has negotiated a reinstatement fee, I will be charged that fee upon reinstatement. Late fees are assessable against my cancelled Account irrespective of whether the Bank reinstates it.
- D. **Waiver of Suspension/Cancellation Rights:** If the Bank does not enforce its Suspension and Cancellation rights under this Agreement within 180 days of the closing date on the billing statement in which the charge first appeared, it will lose them.
- E. **Collection:** The Bank may use a collection agency to collect against canceled Accounts. Court costs and reasonable attorneys' fees, not to exceed fifteen percent (15%) of the amount owed, may be added to the Account if the Bank must refer all or any part of the Account to an outside attorney or agency for collection.

(11) CHANGING THIS AGREEMENT

The Bank may, upon written approval by the GSA and my Agency/Organization, change this Agreement. The Bank will notify me in writing at least 30 days prior to the date of the change. If I do not agree to the changes, I will cut the card in half and return the pieces to the Bank within 25 days of the date the change in terms becomes effective. I agree that I will be bound by the new terms if I use the Card after the effective date of the new terms.

(12) LIABILITY FOR CHARGES

I am responsible for all purchases, cash advances and fees charged to the Card issued to me, and the Bank will seek payment for all charges directly from me regardless of whether I have been reimbursed by my Agency/Organization.

(13) DISCLOSURE OF INFORMATION

In addition to routine uses under the Privacy Act, I authorize the Bank to: (i) provide information about my Account to the Bank's service providers administering my Account under the GSA Contract; and (ii) disclose all necessary Account information to outside attorneys, collection agencies or credit reporting agencies, if the Bank refers all or part of my Account for collection in accordance with the GSA Contract and my Agency/Organization's task order. I understand that past due Accounts will be reported to my Agency/Organization. By signing this Agreement, I am providing my written consent to the disclosure of information as provided in this Section 13.

(14) EXCHANGE OF INFORMATION

The Bank may provide to my Agency/Organization monthly or as often as requested, any information obtained by the Bank about my Account. This information can include Account status, any Account delinquency information, and charge activity. The information can also include detailed information about specific items or services purchased or paid for using my Account, including information from merchants that accept the card itemizing the components of my transaction with the merchant. The Bank may also contact my manager or other individual designated by my Agency/Organization for assistance in managing my Account balance. My Agency/Organization is authorized to provide information about me to the Bank for the purpose of assisting the Bank in managing my Account.

(15) TELEPHONE MONITORING

I understand that from time to time the Bank may monitor and/or record telephone calls regarding my Account to assure the quality of its service.

(16) GOVERNING LAW

This Agreement and my Account are subject to the GSA Contract and shall be governed by South Dakota law and the laws of the United States.

(17) CONSUMER CREDIT REPORTS

I authorize the Bank and my Agency to obtain consumer credit reports on me.

(18) ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE MORE SIMPLE AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: Either the Bank or I may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between me and the Bank (called "Claims").

Claims Covered

- **What Claims are subject to arbitration?** All Claims relating to my Account, a prior related account, or the relationship between me and the Bank are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, my or the Bank's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
- **Whose Claims are subject to arbitration?** Not only mine and the Bank's, but also Claims made by or against anyone connected with the

Bank or me or claiming through the Bank or me, such as a coapplicant or authorized user of my Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

- **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of my Account, are subject to arbitration.

- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

- **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

- **How does a party initiate arbitration?** The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that I attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to my then current billing address, or at some other place to which I and the Bank agree in writing. You may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605

Web site: www.adr.org

National Arbitration Forum

P.O. Box 50191

Minneapolis, MN 55405

Web site: www.arbitration-forum.com

At any time the Bank or I may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to me or the Bank. The arbitrator will take reasonable steps to protect customer Account information and other confidential information if requested to do so by me or the Bank. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. I or the Bank may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by me or the Bank, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- **Who pays?** Whoever files the arbitration pays the initial filing fee. If the Bank files, the Bank pays; if I file, I pay, unless I get a fee waiver under the applicable rules of the arbitration firm. If I have paid the initial filing fee and I prevail, the Bank will reimburse me for that fee. If there is a hearing, the Bank will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, the Bank will advance or reimburse my fees if the arbitration firm or arbitrator determines there is good reason for requiring the Bank to do so, or if I ask the Bank and the Bank determines there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

- **Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If I or the Bank require arbitration of a Claim, neither I, the Bank, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on my or the Bank's behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between me and the Bank concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between me and the Bank.