



DEPARTMENT OF DEFENSE TRAVEL CARD PROGRAM CARDHOLDER ACCOUNT AGREEMENT

IMPORTANT: BEFORE YOU SIGN OR USE THE DEPARTMENT OF DEFENSE (DoD) TRAVEL CARD, READ THIS AGREEMENT THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS. In this Agreement (“**Agreement**”), “**Card**” means the enclosed Citibank Department of Defense 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 Department of Defense which has requested/authorized the Bank to open an account for me. The words “I,” “me,” “my” and “mine” refer to the DoD employee named on the Card and who has agreed to be bound by this Agreement.

(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 pieces and return a portion of those pieces to both the Bank and to my Agency Program Coordinator 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) TYPE/USE OF THE CARD

- A. **Type of Card:** You have been issued either a Restricted or Standard Account. A Restricted Account generally has a lower credit limit and is subject to greater usage restrictions. The reason(s) a Restricted Account may have been established include, but are not limited to: (i) you, as the cardholder did not provide authorization for us to acquire a credit report on your financial history; (ii) the Agency/Organization Program Coordinator requested a Restricted Account; or (iii) your credit did not meet the minimum requirements set by the Agency/Organization to qualify for the Standard Account. Your Agency/Organization may change your Account from a Standard Account to a Restricted Account or from a Restricted Account to a Standard Account. Limits may be increased or decreased at any time by the Bank as directed by your Agency.
- B. **Expedited Card Delivery:** \$20 for any request for expedited card delivery (premium delivery by other than U.S. Postal Service standard first class bulk postage) for individuals not in a travel status, except emergency replacement of damaged, lost or stolen cards or situations deemed an emergency by DoD (i.e., APC).
- C. **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 DoD Task Order 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 DoD 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.” I agree that I will not charge the expenses of others on this card. In the event that I do make such charges, I understand that I am fully liable for all such transactions made. 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 the DoD 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 the DoD; (iii) upon termination of the GSA Contract and/or task order between the Bank and the DoD; (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 the DoD immediately of any loss, theft or unauthorized use of the Card or Account. I will notify the Bank, by phone at 1-800-200-7056, toll free in the continental United States, Hawaii, Alaska, Virgin Islands, Puerto Rico, or Canada, collect at 757-852-9076 outside these areas or TDD at 1-800-855-2880. 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. In the event that a diversion account is used, certain charges may be billed directly to the DoD 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, Visa will convert the amount into U.S. dollars. Visa will act in accordance with their operating regulations or foreign currency conversion procedures then in effect. Visa currently uses a conversion rate in effect on its applicable central processing date. Such a 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. The fee will appear as a separate transaction on the billing statement.

(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 \$29.

(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 DoD policies and procedures.
- B. **Cash Advance:** The DoD 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 the DoD.
- C. **Cash Advance Transaction Fee:** Each time I use my Card to obtain cash, I will be assessed a transaction fee of 2.00%. If the DoD 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 either receive or choose 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 understand that I should not give my card and/or PIN to another person for use. In the event that I do give my card and/or PIN to someone else, I understand that I am fully liable for all such transactions.
- E. **My Ability to Get Cash at an ATM or Citibank Branch Bank:** Any limits for obtaining cash are set by DoD 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:** The DoD 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, 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, the DoD and I will be notified that the suspension process will be initiated. The DoD 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 the DoD. DoD 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:** Citi may initiate cancellation of my Card or Account if: (i) my Card is used for unauthorized purposes and the Bank has the DoD'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. The DoD 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 the DoD; 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 upon request to the DoD. 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:** The late fee of \$29.00 will be assessed when payment for the full undisputed charges identified on the monthly Statement of Account is not remitted within two billing cycles plus 15 days past the statement closing date on the Statement of Account in which the Charge first appeared. If the Account is subject to split disbursement and the Government notifies Citibank that payment delay was caused by the Government and not the cardholder, then the late fee will be assessed if full payment is not received within 30 days after the government notification to Citibank of such payment error. The late payment fee of \$29.00 will continue to be assessed each billing cycle until the past due amounts are brought current.
- D. **Reinstatement of Canceled Accounts:** The Bank may reinstate canceled Accounts upon payment of the undisputed principal amount and late fee. The Bank may conduct a credit worthiness check on me prior to reinstatement of my canceled Account. I will be charged a fee of \$29 upon successful reinstatement. If the account is not reinstated, there will be no fee assessed. Late fees are assessable against my cancelled Account irrespective of whether the Bank reinstates my Account.
- E. **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.
- F. **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.
- G. **Collection Payment Plan Fees:**
- Salary Offset:** In the event that salary offset is requested by the Bank for collection of your account balance, a fee will be assessed to your account in the amount of either (i) \$80.00 if your enrollment in a salary offset program is accepted, or (ii) \$85.00 if the request for salary offset is denied due to non-eligibility.
 - Reduced Payment Plan:** Upon your written agreement to be enrolled in a Reduced Payment Plan offered by the Bank, your

account will be assessed a fee. An initial enrollment fee of \$45.00 and a monthly maintenance fee of \$10.00 will be billed to your account.

(11) CHANGING THIS AGREEMENT

The Bank may, upon written approval by the GSA and the DoD, 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 the DoD.

(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 the DoD Task Order. I understand that past due Accounts will be reported to the DoD. By signing the Individually Billed Account Set Up Form and using my account, I am providing my written consent to the disclosure of information as provided in this Section 13.

The Bank may provide to the DoD, 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 contact an APC for assistance in managing my Account balance. The DoD is authorized to provide information about me to the Bank for the purpose of assisting the Bank in managing my Account.

(14) 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.

(15) 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.

PRIVACY ACT NOTICE:

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on the card application form is collected pursuant to Executive Order 9397 and chapter 57, title 5, United States Code, for the purposes of recording travel expenses incurred by the employee/member and to claim entitlements and allowances prescribed in applicable federal travel regulations. The purpose of the collection of this information is to provide Government agencies necessary information on the GSA travel card contract which provides travelers with charge cards for official travel and related expenses, attendant operational and control support, and management information reports for expense control. Routine uses which may be made of the collected information and other account information in the system of records entitled "Travel Charge Card Program GSA/GOVT-3" are as follows: (1) transfers to appropriate Federal, State, local, or foreign agencies when relevant to civil, criminal, administrative, or regulatory investigations; (2) pursuant to a request of another Federal agency in connection with hiring, retention, issuing a security clearance, reporting an employee investigation, clarifying a job, letter or contract or issuing a license, grant, or other benefit; (3) to a Member of Congress or to a Congressional Staff Member in response to an inquiry of the Congressional Office made at the request of the individual about whom the record is maintained; (4) to officials of labor organizations when necessary to their duties of exclusive representation; (5) to a Federal agency for accumulating reporting data and monitoring the system; (6) GSA contract travel agents assigned to agencies for billing of travel expenses; (7) listing, reports, and records to GSA by the contractor to conduct audits of carrier charges to the Government; and (8) any other use specified by GSA in the system of records entitled "Travel Charge Card Program GSA/GOVT-3," as published in the Federal Register periodically by GSA. The information requested is not mandatory. Failure to provide the information will nullify the application, and a charge card will not be issued to the employee/member.

(16) CONSUMER CREDIT REPORTS

Unless on my Individually Billed Card Account Set Up Form I instructed the Bank not to obtain reports concerning my credit, I authorize the Bank and my Agency to obtain from credit bureaus, and other credit reporting agencies, reports concerning my credit consistent with my Agency/Organization's agreement with union officials (if applicable).

(17) CHANGES TO NAME, ADDRESS OR EMPLOYMENT

I understand that the Bank will send my Statement of Account, replacement or renewal Cards, or other notices to the address shown in its records. I will promptly notify the Bank of any changes in my name, address, phone number or any other changes specific to my Agency or employment.