



**AGREEMENT BETWEEN
THE DEPARTMENT OF THE INTERIOR EMPLOYEE
AND FIA CARD SERVICES, N.A.**

IMPORTANT: BEFORE YOU SIGN THE INTEGRATED CARD ACCOUNT SETUP/APPLICATION FORM FOR THE DEPARTMENT OF THE INTERIOR, SIGN OR USE THE GOVERNMENT CARD, READ THIS AGREEMENT THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS.

- 1. DEFINITIONS.** In this Agreement, the word “Agreement” means this document as modified by any amendment issued pursuant to Section 15. The words “we”, “our” or “us” refers to FIA Card Services, N.A. The “GSA Contract” refers to the General Services Administration Contract No. GS23F-98004. The word “Program” means the card program established pursuant to the GSA contract. “Agency/Organization” means the United States federal agency, bureau, division, office or other organizational entity participating in the program that has requested/authorized us to open an account for you. The words “cardholder”, “you” or “your” mean the Agency/Organization employee whose name appears on the Card. The words “Government Card”, “Card” or “Cards” mean the card issued to you by us under the Program. “Account” means the account established by us in connection with the Government Card. “Cash Advance” is a cash advance obtained through use of the Account at any participating affiliated automated teller machine (“ATM”) or any financial institution or other establishment authorized to process and grant you a cash advance.
- 2. ACCEPTANCE OF THE AGREEMENT.** BY SIGNING THE INTEGRATED CARD ACCOUNT SETUP/APPLICATION FORM FOR THE DEPARTMENT OF THE INTERIOR, ACTIVATING, SIGNING, OR USING THE CARD AND/OR THE ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUT THE CARD IN HALF AND RETURN THE PIECES TO US.
- 3. OBTAINING CREDIT REPORTS.** You authorize us to obtain reports concerning your credit, from credit bureaus and other credit reporting agencies, consistent with your

Agency/Organization’s agreement with union officials (if applicable). You may prevent us from obtaining credit bureau information by (i) specifically indicating on your Individually Billed Card Account Setup/Application Form that you do not authorize us to obtain credit bureau reports concerning your credit or (ii) failing to consent to the terms of this Agreement.

- 4. PROMISE TO PAY; LIABILITY.** All individually billed amounts charged to the Account including purchases, Cash Advances and fees will be called “Charges.” You promise to pay for all individually billed Charges (as reflected on your Statement of Account) made by you or anyone you allow to use the Account until paid in full. Official individually billed travel and travel-related expenses charged to the Card will be reimbursed by the Agency/Organization under the Agency’s/Organization’s expense reimbursement procedures applicable to you. You also agree to report your expenses promptly to the Agency/Organization in accordance with its expense reimbursement procedures. You, as the Cardholder, are responsible for making payment to us for individually billed charges. You are responsible for all Charges made with the Card even if you let someone else use the Card or voluntarily relinquish physical possession of the Card. You must retrieve the Card from that person to avoid further liability.
- 5. DISCLOSURE OF ACCOUNT INFORMATION.** In addition to routine uses under the Privacy Act, you authorize us to: (1) provide information about your Account to our service providers administering your Account under the GSA Contract; (2) disclose all necessary Account information to outside attorneys representing us in connection with any legal or administrative proceeding involving your Account or our actions under this Agreement; (3) provide all necessary Account information to our auditors in the course of any audit; (4) disclose all necessary Account information to outside attorneys, collection agencies or credit bureaus if we refer all or part of the Account for collection in accordance with the GSA Contract and your Agency/Organization’s Task Order. You understand that past due Accounts will be reported to your Agency/Organization. By signing the Integrated Card Account Setup/Application Form for the Department of the Interior, activating, signing or using the Card, you are providing your written consent to the disclosure of Account information as provided in this Section 5.
- 6. TYPE OF ACCOUNT.** 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, (1) you, as the cardholder did not provide authorization for us to acquire a credit report on your financial history, or (2) the Agency/Organization program coordinator requested or approved only a Restricted Account. Only your Agency/Organization may change your account from a Standard Account to a Restricted Account or from a Restricted Account to a Standard Account.

- 7. USE OF GOVERNMENT CARD.** You agree to use the Card and Account only for official purchase, travel, fleet, and official related Charges in accordance with your Agency/Organization policy. You agree not to use the Card or Account for personal, family or household purposes. Charging privileges on the Card and Account are provided by us pursuant to the GSA Contract and the Task Order of your Agency/Organization. No other person is permitted to use the Card or Account issued to you for Charges or for any other reason.
- 8. PAYMENT.** We will send statements of all Charges to you. All payments for individually billed Charges are due by the due date specified on your statement (“Due Date”). You should notify us immediately of any change in your billing address by calling the number indicated in Section 16. 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 we decide to accept a payment made in some other form, payment will not be credited to your Account until your payment is converted into one of the forms just mentioned. We 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.
- 9. SUSPENSION AND CANCELLATION.** Suspension or cancellation does not affect the terms of this Agreement, including without limitation your obligation to pay the balance of your Account, until your obligation to us under this Agreement has been satisfied.
- A. Suspension:** We may suspend your Account and prohibit further Charges if (i) payment for any undisputed principal amount is not received within 61 calendar days from the closing date on the statement in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program

Coordinator, or (ii) the Agency/Organization or GSA requests the suspension. We will reinstate your suspended account upon full payment of the amount due unless otherwise directed by the Agency/Organization.

B. Cancellation by Cardholder: You may cancel the Card and Account at any time by notifying us, cutting the Card in half and returning the parts to the address provided in Section 16. You must also return all unused convenience checks in your possession.

C. Cancellation by FIA Card Services

i) **Automatic Cancellation:** The Card and the Account will automatically be canceled upon (a) notification of termination of your employment with the Agency/Organization regardless of the reason; (b) termination or expiration of the GSA Contract and/or Agency/Organization task order; (c) request of the Agency/Organization or GSA; or (d) upon our request with the permission of the Agency/Organization. Upon cancellation, you agree to return the Card, cut in half, and all unused convenience checks, immediately, to the address provided in Section 16.

ii) **Cancellation Due to Delinquency:** We may cancel your Account if (a) the Account has been suspended two times during a 12 month period for non-payment of undisputed principal amounts and is past due again; for purpose of this section 9.C.(ii).(a), "Past Due" means payment is not received within 45 calendar days from the closing date on the Statement of Account in which the Charge first appeared; (b) the Account is 96 calendar days past due from the closing date on the Statement of Account in which the unpaid Charge first appeared, or within the timeframe specified in the Agency/Organization task order, unless otherwise directed by the Agency/Organization Program Coordinator, or (c) the Agency/Organization or GSA requests the cancellation.

10. ATM USAGE. If your Agency/Organization is participating in the Government Card Services ATM Program for Government Cardholders, authorized cardholders will separately receive a Personal Identification Number ("PIN"). You may then obtain Cash Advances for official expenses at an ATM when authorized in accordance with Agency/Organization procedures.

11. NO WAIVER OF RIGHTS. All rights and remedies of FIA Card Services, N.A. are cumulative and may be pursued singularly, successively or together, at our option. Except as expressly provided below in this

Section 11. Our failure at any time to exercise any of its rights hereunder or any other rights shall not constitute a waiver nor otherwise bar the exercise of any of these options or rights at a later date. We waive our right to suspend the Account for a particular Charge if suspension procedures are not initiated within 180 calendar days of the closing date on the Statement of Account in which the Charge first appeared. We waive our right to cancel the Account for a particular Charge if cancellation procedures are not initiated within 180 calendar days of the closing date on the Statement of Account in which the Charge first appeared.

12. TRAVELERS CHECKS / CONVENIENCE CHECKS

A. Travelers Checks. If your Agency/Organization is participating in the Government Card Services Travelers Check program for Government Cardholders, you may purchase travelers checks when authorized in accordance with Agency/Organization procedures and a Travelers Check Fee of 1.5% of the total amount of the checks purchased will apply. If your Agency/Organization has negotiated a lower Travelers Checks Fee, the lower amount will apply.

B. Convenience Checks. If your Agency/Organization is participating in the Government Card Services Convenience Check program for Government Cardholders, you may order convenience checks when authorized in accordance with Agency/Organization procedures. You may not make any payment on your account with a Convenience Check. Convenience Checks will not be returned to you. Although we may attempt to do so upon your request, we are in no way liable for failure to stop payment of a convenience check. A Convenience Check fee of 1.9% of the total amount of each convenience check will apply.

13. CHARGES. You agree to pay the following Charges unless your Agency/Organization has negotiated a lower rate or fee, in which case, you will pay the lower amount.

- **Return Check Fee.** \$20.00 for any payment which is returned for any reason.
- **Cash Advance Fee.** 1.9% of the amount of each Cash Advance.
- **Delinquency and Collection Charges.** If we refer your Account to any attorney for collection, you will be responsible for attorney's fees, if any, not to exceed 25% of the Account balance plus all other costs of collection and court costs except where prohibited by law.

- **Late Fee.** \$20.00 for any payment not received within 120 calendar days past the closing date on the Statement of Account in which the Charge first appeared.

14. FOREIGN TRANSACTIONS/FEE. If you make a Transaction in currency other than U.S. dollars, MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by MasterCard will be an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. MasterCard will no longer add a 1% adjustment factor to or show it as part of the U.S. dollar amount. Instead MasterCard will bill us directly. Therefore, for MasterCard Transactions, we will charge a 1% amount ("International Transaction Fee"), and show it as a separate line item, only for those foreign Transactions converted into U.S. dollars. Each International Transaction Fee will be shown in the Activity section on your billing statement.

15. CHANGE IN TERMS. We may, with the written consent of GSA and your Agency/Organization, change the terms of this Agreement upon 30-day written notice to you. You agree that the new terms provided in any such notice may apply both to your new Transactions and to your Account balance on the date the change becomes effective. If you do not agree to a change in terms of this agreement, then prior to the effective date of the change, you must notify us, cut the card in half and return the pieces to us.

16. LOST OR STOLEN CARD/REPLACEMENT. If your Card or convenience checks are lost or stolen, or if you think another person may have used your Account without your permission, you must notify us immediately by calling the number listed below.

Telephone Numbers:

Worldwide Customer Service call 1.800.472.1424

For Hearing Impaired access call 1.800.672.0779

You may confirm your notification by writing to Bank of America Government Card Services

Customer Protection Unit

P.O. Box 2463 Spokane, Washington 99210-2463

If there is any unauthorized use of your Card or Account you agree to cooperate with us during our investigation, which will include your completion of a Cardholder Statement of Disputed Item. Should you need a replacement card, please call the same telephone number

listed in this Section 16 for lost or stolen Cards.

17. **LIMITATION OF DAMAGES.** In no event shall we be liable to you for any consequential, special, indirect or punitive damages of any nature.
18. **COLLECTION/TELEPHONE MONITORING.** You agree that if you do not pay your Account, we or our collection agent may call you regarding the collection of your Account. You understand that the calls could be automatically dialed and a recorded message may be played. You agree such calls will not be “unsolicited” calls for purposes of local, state or federal law. You agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide.
19. **CHANGES TO NAME, ADDRESS OR EMPLOYMENT.** You understand that we will send Statements of Account, replacement or renewal Cards, or other notices to the address shown in our records. You will promptly notify us of any change in your name, address or employment.
20. **NONTRANSFERABLE.** Each Card is nontransferable.
21. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement
22. **SUCCESSORS AND ASSIGNS.** You agree that we may at any time assign or transfer to another person your Account, your Account balance, or this Agreement. The persons to whom we transfer or assign your Account, your Account balance, or this Agreement will have all of the same rights under this Agreement. You will not assign or transfer any of your rights or duties under this Agreement, and this Agreement is binding on your successors, heirs and legal representatives and upon anyone to whom you assign your assets or who succeeds to them.
23. **GOVERNING LAW:** This Agreement and your Account are subject to the GSA Contract and shall be governed by Delaware law and the laws of the United States. This Agreement is entered into in Delaware and all credit will be extended by us from Delaware.

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.