



AGREEMENT BETWEEN AGENCY/ORGANIZATION  
EMPLOYEE AND BANK OF AMERICA, N.A. (USA)

**IMPORTANT:** BEFORE YOU SIGN THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, 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 13. The word "we" "Bank of America" or "us" refers to Bank of America, N.A. (USA), the issuer of the Card. The "GSA Contract" refers to the General Services Administration Contract No. GS-23F-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 Bank of America to open an account for you. The words "cardholder", "you" or "your" means the Agency/Organization employee whose name appears on the Card. The word "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 INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, 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 BANK OF AMERICA.
- 3. PROMISE TO PAY; LIABILITY.** All amounts charged to the Account including purchases, Cash Advances and fees will be called "Charges." You promise to pay for all Charges made by you or anyone you allow to use the Account until paid in full. Official 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 Bank of America. 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.
- 4. DISCLOSURE OF ACCOUNT INFORMATION.** In addition to routine uses under the Privacy Act, you authorize Bank of America to: (1) provide information about your Account to Bank of America's service providers administering your Account under the GSA Contract; (2) disclose all necessary Account information to outside attorneys representing Bank of America in connection with any legal or administrative proceeding involving your Account or Bank of America's actions under this Agreement; (3) provide all necessary Account information to Bank of America's 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 Individually Billed Card Account Setup/Application Form, you are providing your written consent to the disclosure of Account information as provided in this Section 4.
- 5. USE OF GOVERNMENT CARD.** You agree to use the Card only for official travel and official travel related expenses away from your official station/duty station in accordance with your Agency/Organization policy. You agree not to use the Card for personal, family or household purposes. Charging privileges on the Card are provided by Bank of America pursuant to the GSA Contract and the Task Order of your Agency/Organization. No other person is permitted to use the Card issued to you for Charges or for any other reason.



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- 6. PAYMENT.** We will send statements of all Charges to you. All payments 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 14. 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.
- 7. 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 Bank of America under this Agreement has been satisfied.
- A. **Suspension:** Bank of America 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. Bank of America 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 at any time by notifying Bank of America, cutting the Card in half and returning the parts to Bank of America.
- C. **Cancellation by Bank of America**
- (i). **Automatic Cancellation:** The Card (and the Account) will automatically be canceled upon (a) 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) request of Bank of America with the permission of the Agency/Organization. Upon cancellation, you agree to return the Card immediately, cut in half, to Bank of America.
- (ii). **Cancellation Due to Delinquency:** Bank of America 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 7.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 126 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. Bank of America may reinstate a canceled Account upon full payment of the amount due and any late fee assessed. Account statements may not (at the option of Bank of America) be sent after an Account has been canceled.
- 8. ATM USAGE.** If your Agency/Organization is participating in the Bank of America ATM Program for Government Cardholders, you will separately receive a Personal Identification Number ("PIN"). You may then obtain Cash Advances at an ATM when authorized in accordance with Agency/Organization procedures.
- 9. NO WAIVER OF BANK OF AMERICA'S RIGHTS.** All rights and remedies of Bank of America are cumulative and may be pursued singularly, successively or together, at the option of Bank of America. Except as expressly provided below in this Section 9, Bank of America's 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. Bank of America waives its 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. Bank of America waives its 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.





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- 17. CHANGES TO NAME, ADDRESS OR EMPLOYMENT.** You understand that Bank of America will send Account Statements, replacement or renewal Cards, or other notices at the address shown in its records. You will promptly notify Bank of America of any change in your name, address or employment.
- 18. NONTRANSFERABLE.** Each Card is nontransferable.
- 19. 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.
- 20. SUCCESSORS AND ASSIGNS.** You agree that Bank of America may at any time assign or transfer to another person your Account, your Account balance, or this Agreement. The persons to whom Bank of America transfers or assigns your Account, your Account balance, or this Agreement will have all of Bank of America's 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.
- 21. GOVERNING LAW:** This Agreement and your Account are subject to the GSA Contract and shall be governed by Arizona law and the laws of the United States. This Agreement is entered into in Arizona and all credit will be extended by Bank of America from Arizona.

**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.