Individually Billed Card Account Application Form For New Accounts and to Re-Open Closed Accounts (Department of Defense Travel Card Program)

Bank of America.

Information collected on this application is subject to the Privacy Act of 1974 (5 U.S.C. 552a) and applicable agency regulations.

PENDING GSA APPROVAL

New Account Application ☐ Re-Open a Closed Account ☐ (Indicate below if a replacement card is required)

PART 1: TO BE COMPLETED BY EMPLOYEE (Optional fields are italicized and noted by an asterisk) PLEASE PRINT OR TYPE ALL INFORMATION

Cardholder name as it should appear on the card (First Name, Middle Name or initial and Last Name): Maximum 19 characters

Account Number: If this is a request to re-open a closed account, indicate the account number and if a replacement card is required.

4 4 8 6 - 1 2 - -

Check Box if you need a new plastic replacement card mailed to you: ☐

Social Security / Tax ID Number: - - **Date of Birth** (MM/DD/YYYY): / /

Employment Status: **Active** ☐ **Reserve** ☐ **Guard** ☐ **Civilian** ☐

Military Rank and Pay Grade/Civilian Pay Grade (Example: E-05, O-03, GS-09, WG-07, etc.)

Military Rank: **Military Pay Grade:** - **Civilian Pay Grade:** -

Commercial Office Phone: ( ) - **Home Phone:** ( ) - ***Email Address:***

Address: If a P.O. Box is your Primary Mailing Address, a physical address must also be provided. You may input this address in the section below.
An application providing only a P.O. Box will not be processed. For APO/FPO addresses only, a physical address is not required.

Primary Mailing Address (25 maximum characters)		☐ Alternate Mailing Address (for newly issued card only) ☐ Physical Address, if required.	
Address Line 1:		**Address Line 1:**	
Address Line 2:		**Address Line 2:**	
City or APO/FPO:	**State:**	**City or APO/FPO:**	**State:**
Zip / Postal Code:	**Country:**	**Zip / Postal Code:**	**Country:**

Card Delivery: If a new card is required, it will arrive approximately 10 to 14 business days after Bank of America receives the application. Expedited card delivery is available; however, the applicant will be charged $20. Check here if you are requesting expedited card delivery. ☐

Signature and Agreement: After reading the attached Agreement between Department of Defense Employee and Bank of America, N.A. (USA) ("Agreement"): 1. Initial either A or B below; 2. Sign; 3. Obtain your supervisor's approval; and 4. Forward the completed form to your A/OPC.

A. _____ By signing below, I acknowledge that I have read and understand and agree to be bound by, the terms and conditions of the agreement including Bank of America's right to obtain credit reports as described in the Agreement. I attest to the best of my knowledge, that the information I have provided herein is true and correct.

B. _____ By signing below, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions of the Agreement; however, I do not authorize Bank of America to obtain credit reports and therefore I will not be eligible for a standard account. I attest to the best of my knowledge, that the information I have provided herein is true and correct.

This application is for a Government Travel Card Account, which may be standard or restricted, as described in the attached Agreement. I expressly agree to accept whichever type of account is established.
Pursuant to requirements of law, including the USA PATRIOT Act, Bank of America is requesting additional information to verify your identity

Applicant's Signature: _____ **Date:** _____

Supervisor's Approver's Signature: _____ **Date:** _____

Part 2: TO BE COMPLETED BY (A/OPC) AGENCY/ORGANIZATION PROGRAM COORDINATOR (Optional fields are italicized and noted by an asterisk)

Central Account No. 4 4 8 6 - 1 2 - -

Account Hierarchy: Specify the complete Hierarchy Level (HL) number that pertains to your organization. For example: 0000001 2000005 3012345

HL1	HL2	HL3	HL4	HL5	HL6	HL7	HL8
0000001							

Organization/Unit Name:

Account type*: (Check one. If the applicant initialed B in the above Signature and Agreement section, then only a restricted card may be issued. For a restricted card, if no activation/deactivation dates are provided below, the card will be issued in a deactivation status and can only be activated by the A/OPC.)

Standard ☐ **Restricted** ☐ **If Restricted, Date to Activate: Month __ Day __ Year ____**
Date to Deactivate: **Month __ Day __ Year ____**

Card Design Type*: ***Standard*** ☐ ***Quasi-Generic*** ☐ **Cash Access** YES ☐ NO ☐ **Authorize to Receive Traveler's Checks*** YES ☐ NO ☐

By signing below, I hereby authorize, on behalf of the Agency/Organization indicated above, that a Government Card be issued to the employee named above.
PLEASE RETAIN A COPY FOR YOUR RECORDS. Return copy to: Bank of America, Attn: GCSU, P.O. Box 52304, Phoenix, AZ, 85072-9419, Facsimile: 1.877.217.1033 or 1.888.698.5631

A/OPC: _____ _____ Date: _____
Name& Title/Rank (Please Print) Signature

Address Line 1:	**Email Address:**
Address Line 2:	**Commercial Telephone:**
City or APO/FPO:	**State:**
Zip / Postal Code:	**Country:**

Instructions for Individually Billed Account and Request to Re-Open an Existing Card Account Form (Department of Defense Travel Card Program)

Bank of America.

DoD Financial Management Regulation Volume 9, Appendix A
*** July 1998**
Department of Defense – (Component)

DEPARTMENT OF DEFENSE – ARMY
STATEMENT OF UNDERSTANDING
GOVERNMENT TRAVEL CARD PROGRAM
As of August 2003

I certify that I have read the attached Army Travel Card policy and procedures. I understand that the Government Travel Card Program is designed to improve the management and control of government travel and thereby promote the efficiency of the Federal Service. I also understand that I am authorized to use the card **only** for those necessary and reasonable expenses incurred by me for official travel. I will abide by these instructions issued by the Department of the Army.

The above limitation on card usage also applies to automatic teller machine (ATM) withdrawals. The amount of cash withdrawals may not exceed $500 (standard) or $250 (restricted) per billing cycle. I understand that if a larger amount of cash is required to meet mission requirements, I may request an increase through my local unit travel card program coordinator. I will, however, endeavor to use the travel card for all expenses rather than rely on cash withdrawals.

I understand that the issuance of this charge card to me is an extension of the employee - employer relationship and that I am being specifically directed to:

- Abide by all rules and regulations with respect to the charge card. _____
- Use the charge card for official travel expenses only. _____
- Pay all undisputed charges listed on the monthly billing statement. _____
- Notify my unit travel card program coordinator of any problems associated with my use of the charge card. _____
- Notify the card contractor and my unit travel card coordinator if my charge card is lost or stolen. _____

(Card applicants must initial all of the above provisions)

I also understand that failure on my part to abide by these rules or otherwise misuse the card may result in disciplinary action taken against me. I also acknowledge the right of the travel card coordinator on direction from my commander/supervisor to revoke or suspend my travel card privileges if I fail to abide by the terms of this agreement or the cardholder agreement I have signed with the travel charge card contractor.

_____ Applicant's Signature, Grade, Title

_____ Supervisor's Signature, Grade, Title

Note: The Government Travel Charge Card application cannot be processed without this form on file.

Individually Billed Card Account Application Form For New Accounts and to Re-Open Closed Accounts (Department of Defense Travel Card Program)

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Bank of America.

PENDING GSA APPROVAL

Purpose: Complete this form to establish an individually billed cardholder travel card account or to re-open a closed travel card for a Department of Defense employee. This form is not to be used to request an account be reinstated that was closed for non-payment or delinquency.

Instructions: Cardholders: Indicate whether this request is for a new travel card account or a request to re-open a closed account. This form is not to be used to request an account be reinstated that was closed for non-payment or delinquency. Then, fill out the section entitled "Part 1: To be completed by Employee." Please print or type all information. Optional fields are italicized and noted by an asterisk. Incomplete applications will not be processed and may be returned at the direction of the DFAS Travel Card Program Management Office.

A/OPCs: Fill out the section entitled "Part 2: To be completed by the Agency/Organization Program Coordinator". Verify the cardholder has indicated whether the request is for a new account or a request to re-open a closed account. This form is not to be used to request an account be reinstated that was closed for non-payment or delinquency. If the cardholder has not selected an indicator, please confirm the type of request with the cardholder and select the appropriate indicator. Please print or type all information. Optional fields are italicized and noted by an asterisk. Incomplete applications will not be processed and may be returned at the direction of the DFAS Travel Card Program Management Office.

Part 1 (Section to be completed by Employee)

Cardholder name as it should appear on the card – Indicate the name, as it should appear on the card. Please note the cardholder's name must not exceed 19 characters.

Account Number* – Complete this field if this is a request to re-open an existing account.

Card Replacement– Indicate if a replacement card is required. If this field is left blank, Bank of America will assume the cardholder has their original card and will not issue a new plastic replacement card. For new account requests, Bank of America will automatically issue a new card when the account is established.

Social Security Number/ Tax ID – Self-explanatory.

Date of Birth - Complete information as appropriate.

E-Mail Address* - Employee's e-mail address, if available.

Employment Status – Employee's military employment status with the government, if applicable.

Military Rank and Pay Grade/Civilian Pay Grade – Employee's military rank abbreviation (SSGT, PO2, 1LT, LCDR, etc.) and four-character military pay grade (E-05, O-03, etc.) or five-character civilian pay grade (GS-09, WG-07, etc.).

Commercial Office Phone/Home Phone/ Email Address – Employee's business, home phone number (including area code) and email address. If a home phone number is not available, enter "N/A" (Not Applicable). For locations outside of the U.S., include the applicable two- to three-digit country code. You do not need to preface the number with an access code, such as "011" which is used to obtain an international telephone line.

Primary Mailing Address - (includes Street, City or APO/FPO, State/Province, Zip/Postal Code, and Country) – This is the address to which the employee's travel card billing statement should be mailed. If a P.O. Box is provided, a physical address is required in the designated section. For APO/FPO addresses only, a physical address is not required.

Alternate Mailing Address or Physical Mailing Address - (includes Street, City or APO/FPO, State/Province, Zip/Postal Code, and Country) – Complete this section if a P.O. Box is being provided as your Primary Mailing Address. Or, Complete this section if you would like the card mailed to an alternate address that is different than the Primary Mailing Address to which the regular billing statement will be sent.

Card Delivery* – Complete this field if the applicant requires expedited card delivery. A $20 fee will be imposed to the applicant's account. If "N/A" (Not Applicable) is noted or this field is left blank, Bank of America will send the card via First Class mail.

Signature and Agreement – In accordance with DoD policy, employees applying for a card after December 1, 1998 are asked whether or not they will provide express written consent for Bank of America to access credit report information.

- If an applicant declines consent, a restricted card with reduced spending limits will be issued.
- If neither block is initialed, a credit check will not be conducted and a restricted card will be issued.
- If both blocks are initialed, Bank of America will review the applicant's credit history before determining which type of card to issue.

Applicant's Signature and Date – Employee's signature and the date the application form is signed.

Supervisor's Approval Signature and Date – Employee's supervisor must sign and date the setup/application form in accordance with DoD 7000.14R, Financial Management Regulation, Volume 9, Travel Policy and Procedures (Chapter 3).

Part 2 (Section to be completed by the Agency Program Coordinator)

Central Account Number – The 16-digit reference number assigned to your major command or agency. This number is required for assignment of the correct billing cycle to the cardholder's account. Bank of America cannot process the setup/application form without this information. If you do not know your Central Account Number, please contact Bank of America Government Card Services Unit for assistance toll-free at 800.558.0548 if dialing from the U.S. or Canada, or collect at 757.441.4022 if dialing from international locations.

Account Hierarchy (HL1 to HL8) – The hierarchy unit number under which the new account will be established. Complete as many hierarchical levels as are appropriate for your organization. Each level of hierarchy consists of a seven-digit number; up to eight levels of hierarchy may be assigned. Hierarchy levels are sequential and indicate the organization's pedigree as illustrated below:

HL1 = 0000001 Department of Defense
HL2 = 2xxxxxx Branch of Military Service or DoD Independent Agencies
HL3 = 3xxxxxx Major Command or individual DoD Agency name

A complete hierarchy level number always begins with Level 1 and contains successive level numbers, down to the lowest level assigned. It is required to determine the reporting group to which a cardholder's account will belong.

Organization/Unit Name – The organization name at the lowest hierarchy level.

Account Type – Designate whether the applicant's account should be standard or restricted. A restricted card is issued to all applicants who do not have a credit history. Applicants who initial B in the Signature and Agreement section only will be issued a restricted card. Restricted card accounts are set up with lower spending limits and require activation by the A/OPC for the time frame specified on a cardholder's travel orders.

If Restricted, Date to Activate/Deactivate* – If the restricted card option is chosen, enter the dates the card is to be initially available for use and then deactivated after initial use, if known. If no dates are provided, the card will be issued in a deactivated status and must be activated by the A/OPC before the cardholder will be able to use it. Cardholder confirmation of card receipt will not result in automatic activation for a restricted card as it does for a standard card.

Individually Billed Card Account Application Form
For New Accounts and to Re-Open Closed Accounts
(Department of Defense Travel Card Program)

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PENDING GSA APPROVAL

art 2 (Section to be completed by the Agency Program Coordinator)

Spending Limits– The data in this field is supplied for informational purposes only. No action is required. Four different account controls are available for the DoD Travel Card Program. The Travel, Cash and Retail Spending Limits are designed to limit account spending on a per cycle basis. For setup of the initial account, the spending limits that have been pre-set by DoD for a standard or restricted account will be applied. Adjustments to spending limits and/or additional limits to restrict purchases from specific merchant(s) or type(s) of merchant(s) can be set by contacting GCSU or making changes on-line via EAGLS.

- Travel Limit: The amount available for travel-related purchases.
- Cash Limit: The amount of cash that may be withdrawn for any specified period if ATM access is authorized.
- Retail Spending Limit: The amount that may be spent for items purchased from merchants who are classified as retail establishments. The Defense Finance and Accounting Service Project Management Office (PMO) have determined how merchants are to be classified.
- Total Account Spending Limit: The aggregate limit to be applied to this account. The total of all transactions cannot exceed this limit, which is refreshed at billing.

Card Design Type* – Two card design types are available and described below. If no Card Design Type is checked a Standard card will be issued by default.

- Standard: Features a plastic design that indicates the account is issued for official government use only.
- Quasi-Generic: Features Bank of America's commercial plastic design. The embossed account number is the only information on the card that identifies it as a government account.

Cash Access* – Check whether or not ATM access should be available to the cardholder. If this field is left blank, Bank of America will not issue an ATM Personal Identification Number (PIN) for cash access to the cardholder.

Authorized to Receive Travelers Checks* – Check if Travelers Checks should be available to this employee. If this field is left blank, the cardholder will not able to purchase Travelers Checks. *(Note: Travelers Checks are not available to Department of the Air Force personnel.)*

A/OPC – The name and title and/or rank of the Agency/Organization Program Coordinator completing this section of the setup/application form.

Signature – The A/OPC's signature.

Date – Date of A/OPC's signature.

Address Line 1 – Indicate the street, P.O. Box or other address information for the A/OPC.

Address Line 2 – If needed, continue with the street, P.O. Box or other address information

City – Self-explanatory.

State – Self-explanatory.

Zip Code – Self-explanatory.

E-Mail Address – The A/OPC's e-mail address.

Commercial Telephone – The A/OPC's commercially accessible business telephone number, including the area code. For locations outside of the U.S., include the applicable two-digit to three-digit country code. You do not need to preface the number with an access code, such as "011" which is used to obtain an international telephone line.

Mail or fax completed application form to:

Bank of America
Attn: GCSU
P. O. Box 52304
Phoenix AZ 85072-9419
Fax: 1.877.217.1033 or
1.888.698.5631

AGREEMENT BETWEEN DEPARTMENT OF DEFENSE EMPLOYEE AND BANK OF AMERICA, N. A. (USA)

IMPORTANT: **BEFORE YOU SIGN THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, OR SIGN OR USE THE GOVERNMENT CARD, READ THE FOLLOWING TERMS AND CONDITIONS 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 16. 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 word "cardholder", "you" or "your" means the Agency/Organization employee whose name appears on the Card. The word "Government Card", "Card" or "Cards" means 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 ACTIVATING, SIGNING OR USING THE CARD AND/OR THE ACCOUNT OR SIGNING THE INDIVIDUALLY BILLED CARD ACCOUNT SETUP/APPLICATION FORM, DEPARTMENT OF DEFENSE TRAVEL CARD PROGRAM, 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, YOU MUST NOTIFY BANK OF AMERICA IN WRITING, CUT THE CARD IN MULTIPLE PIECES AND PROPERLY DISPOSE OF THE PIECES.

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. (Pursuant to Section 6 below, you should not allow other persons to use the card for any reason.) You, as the Cardholder, are responsible for making payment to Bank of America. 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 are responsible for all Charges made with the Card even if you let someone else use the Card. You must retrieve the Card from that person to avoid further liability.

4. **TYPE OF ACCOUNT.** Your Account is either a restricted or standard Account. Restricted Accounts generally have lower credit limits and are subject to more restrictions as to their use. Circumstances where a restricted Account may be established include, but are not limited to, (1) the cardholder has instructed Bank of America not to obtain reports concerning his/her credit, or (2) the Agency/Organization program coordinator has requested or approved a restricted card. Your Agency/Organization may change your account from a standard Account to a restricted Account or from a restricted Account to a standard Account.

5. **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 and (5) disclose all necessary Account information to credit reporting agencies to obtain reports concerning your credit consistent with your Agency's/Organization's agreement with union officials, if applicable. You understand that past due Accounts as well as other Account information will be reported to your Agency/Organization. By signing the Individually Billed Card Account Setup/Application Form, Department of Defense Travel Card Program, you are providing your written consent to the disclosure of Account information as provided in this Section 5.

6. **USE OF GOVERNMENT CARD.** The use of your Government Travel Charge Card is based on your authorized travel status and you agree to use the Card only

during or in direct support of (advance reservations, etc.) the period designated by your travel orders and your Agency/Organization. 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.

7. **CREDIT LIMITS.** Bank of America may establish one or more credit limits for your Account ("Limits") and such Limits may be increased or decreased as directed by your Agency/Organization. Your initial aggregate limit is shown on the mailer containing your card. Generally, the credit limit for Standard Accounts is $2500.00 with $250.00 available for ATM cash withdrawal per billing cycle. The Restricted Account limits are $1000.00 with $100.00 available for ATM cash withdrawal per billing cycle. You should either call Bank of America or contact your Agency/Organization Program Coordinator to obtain your current limits. You understand that your aggregate Limit is the maximum amount of credit that you can have outstanding on your Account at any time. You further understand that the types and amounts of the Limits may be set or changed by your Agency/Organization at any time without notice from Bank of America. If you make a credit request that would exceed the applicable limitation, Bank of America, at the direction of your Agency/Organization, can approve or deny the credit request.

8. **OBTAINING CREDIT REPORTS.** Unless on your Individually Billed Card Account Setup/Application Form, Department of Defense Travel Card Program, you either (i) instructed us not to obtain reports concerning your credit, or (ii) failed to expressly consent to the terms of this Agreement, you authorize Bank of America to obtain from credit bureaus and other credit reporting agencies reports concerning your credit consistent with your Agency/Organization's agreement with union officials (if applicable).

9. **PAYMENT.** We will send statements of all Charges to you. All payments are due in full 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 17. 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.

A. Disputes: In order to dispute a charge, you must notify Bank of America of the dispute within 60 days of your receipt of the statement on which the Charge first appeared.

10. **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 multiple pieces and properly disposing of the pieces.

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; (d) request of Bank of America with the permission of the Agency/Organization or (e) your filing for bankruptcy protection, if the Account or Account obligation is referenced in any documents filed in connection with the bankruptcy proceeding. Upon cancellation, you agree to destroy the card by cutting into multiple pieces and disposing of properly.

(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 10.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 payment of the amount due and any fees assessed. Account statements may not (at the option of Bank of America) be sent after an Account has been canceled.

D. **Cancellation by Agency/Organization**. Your Agency/Organization may cancel your Account at any time.

11. 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.

12. 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 12, Bank of America's failure at any time to exercise any of its rights hereunder or any 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.

13. TRAVELERS CHECKS. If your Agency/Organization is participating in the Bank of America Travelers Check program for Government cardholders, you may purchase travelers checks when authorized in accordance with your 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 Check Fee, the lower amount will apply.

14. 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.

1. **Return Check Fee**. $29.00 for any payment that is returned for any reason.
2. **Cash Advance Fee**. $2 or 3% of the amount of each Cash Advance, whichever is greater.
3. **Delinquency and Collection Charges**. To the extent not prohibited by law, if Bank of America refers your Account for collection, you will pay Bank of America's collection costs, court costs and attorneys fees. Such costs include but are not limited to, allocated costs for attorneys, not to exceed 25% of the account balance, and collectors who are employed by Bank of America or its affiliates, and fees paid by Bank of America to your Agency/Organization in connection with salary offset.
4. **Late Fee**. A late payment fee in the amount of $29.00 will be assessed when payment for the full undisputed charges identified on the monthly statement 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 Bank of America 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 Bank of America of such payment error. The late payment fee will continue to be assessed each billing cycle until the past due amounts are brought current.
5. **Expedited Card Delivery Fee**. $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.

15. CONVERSION OF FOREIGN TRANSACTIONS. Charges made in a foreign currency will be converted into U.S. Dollars. The conversion rate used will be at least as favorable as an interbank rate or where required by law, an official rate. This rate shall be the one in existence at the time the transaction is processed.

16. CHANGE IN TERMS. Bank of America may, with the written consent of GSA and your Agency/Organization, change the terms of this agreement upon 30-day written or electronic 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 multiple pieces, and properly dispose of the pieces.

17. LOST OR STOLEN CARD/REPLACEMENT. If your Card is lost or stolen, or if you think another person may use your Account without your permission, you must notify Bank of America immediately by calling the number listed below.

Telephone Numbers:
Within United States 1-800-472-1424
Collect Calls for out of United States (757) 441-4124
You may confirm your notification by writing to
Bank of America

Security Department
P.O. Box 1350
Norfolk, VA 23501

If there is any unauthorized use of your Card or Account you agree to cooperate with Bank of America during its 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 17 for lost or stolen Cards.

18. **DEACTIVATION OF ACCOUNT**. Your Account may be deactivated by your agency/organization at any time. Deactivated Accounts must be re-activated by your Agency/Organization before any Charges will be permitted.

19. **LIMITATION OF DAMAGES.** In no event shall Bank of America be liable to you for any consequential, special, indirect or punitive damages of any nature.

20. **COLLECTION/TELEPHONE MONITORING.** You agree that if you do not pay your Account, Bank of America or its 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.

21. **CHANGES TO NAME, ADDRESS OR EMPLOYMENT.** You understand that Bank of America will send Account Statements, replacement or renewal Cards, or other notices to the address shown in its records. You will promptly notify Bank of America of any change in your name, address or employment.

22. **NON-TRANSFERABLE.** Each Card is non-transferable.

23. **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.

24. **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.

25. **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 or 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.

Convenient and Easy
Make Your Payments by Phone

Bank of America enables you to make payments by phone to your Government Charge Card account by contacting the Government Card Services Unit. This service is offered to facilitate the ease of making payments to your charge card account, however utilizing this service is not a GSA SmartPay contract requirement. Each Pay by Phone transaction may be subject to a processing fee. This Agreement applies when utilizing the Payment by Phone Option.

Payment by Phone Authorization

When I use the Payment by Phone option, I hereby authorize Bank of America, N.A. (USA) (the Bank) to initiate electronic payments from my designated account at the financial institution I indicate for the purpose of making any payment on my Government charge card account (Account). I understand I must authorize the timing and amount of each payment transaction by providing authentication information requested by the Bank.

I HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1) **Processing Fee -** Each Payment by Phone transaction may be subject to a fee not to exceed $10.00. The fee will be added to the amount of the payment.

2) **Effective Date of Payment** – Payment will occur on the date I initiate the request, if requested prior to 6:00 PM ET. If the request is initiated after 6 PM ET, the effective date will be the following business day.

3) **Dishonored Request for Payment** – If a payment is dishonored for any reason, including insufficient funds, both the Bank, in accordance with my Account agreement, and my financial institution may assess a fee. If a payment is dishonored by my financial institution for "insufficient funds", the Bank will attempt to initiate the electronic payment one more time before deeming the payment unpaid. I understand that if a payment is dishonored, my Account will be considered due for that payment, and other payment arrangements will need to be made.

4) **In Case of Error** – If my Account statement indicates an incorrect payment or amount or I need more information about a payment transaction, I will write or call the Bank at the number or address provided on my statement of Account for billing errors. The Bank must hear from me no later than 60 days after I have received the first statement on which the payment appeared. For more information, I can read the back of my Account statement.

5) **Revocation of a Payment**- After I initiate a Payment by Phone transaction, I have until 4:00 PM ET the day of the scheduled payment to cancel or revoke that payment.

6) **Governing Law -** This Authorization shall be governed by and interpreted in accordance with the laws of the State of Arizona.

7) **Authentication Information -** I acknowledge the Bank may require additional information from me for authorization and authentication of a Payment by Phone transaction. Any information I provide for authorization and authentication will be kept confidential by the Bank.

8) **Authorization and Security Procedure** – A Payment by Phone transaction will not occur unless I initiate the payment through the Bank's automated response unit or speak with the Bank's customer service representative. I agree that the security procedures followed by the Bank to authenticate my consent to a Payment by Phone transaction, although not in writing, are reasonable and I agree to be bound by them as if I had signed this Authorization in writing. I understand that this Authorization is a separate agreement from, and does not change, the agreement governing my Account.

9) **Modification of this Authorization** – The Bank may modify this Authorization by changing, adding or deleting any term, condition, service or feature ("New Term") at any time. The Bank will provide me with notice of the modification to the extent required by law. I agree to the "New Term" by conducting a Payment by Phone transaction after the Bank provides me notice of the modification.

PLEASE RETAIN FOR YOUR RECORDS