



GOVERNMENT SERVICES TRAVEL CARD PROGRAM CARDHOLDER ACCOUNT AGREEMENT

IMPORTANT: BEFORE YOU SIGN OR USE THE GOVERNMENT SERVICES TRAVEL CARD, READ THIS AGREEMENT THOROUGHLY, ALONG WITH THE ACCOMPANYING TABLE OF FEES AND CHARGES, WHICH FORMS A PART OF THIS AGREEMENT. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS. In this Agreement (“**Agreement**”), “**Card**” means the enclosed Citibank® Government Services Travel Card (and all replacements) issued by Citibank, N.A. (which will be referred to as the “**Bank**”) under the General Services Administration (GSA) SmartPay® 3 contract no. GS-36F-GA002 (“**GSA Contract**”). Citibank, N.A. is located in Sioux Falls, South Dakota. “**Agency/Organization**” means the United States federal agency, bureau, division, office or other organizational entity that has requested/authorized the Bank to open an account for me. The word “**Cardholder**” means each individual designated by the Agency/Organization who is issued a Card by the Bank. The words “**I**”, “**me**”, “**my**” and “**mine**” refer to the Agency/Organization employee named on the Card or Account and who has agreed to be bound by this Agreement.

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1) THIS AGREEMENT

I agree to use my Account (as defined below) in accordance with this Agreement, applicable law, and any applicable policies of my Agency/Organization. I must pay Bank, and/or ensure Bank is paid, all amounts due on my Account. This Agreement is binding on me unless I close my Account within 30 days after receiving the Card and I have not used the Card. My Account must only be used for lawful transactions. 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, through the magnetic stripe and chip (if applicable), and discard the pieces without using 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, including, but not limited to, limits on transaction types, limits on the amount of individual transactions, and restrictions on use at ATMs. 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 score; (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.

B. Credit Line: The Bank may establish a Credit Line for the Agency/Organization and may assign or change at a later date a portion of the Agency/Organization's Credit Line to me in an amount designated by the Agency/Organization to the Bank or otherwise determined by the Bank. The Bank may also change my Credit Line at its discretion.

C. Use of the Card: Purchasing and cash advance privileges (if allowed) on the Card and Account are provided by the Bank pursuant to the GSA Contract and one or more task orders between the Bank and my Agency/Organization, and are subject to this Agreement. I agree to use the Card only for official travel and official travel-related expenses in accordance with applicable law and the policy of my Agency/Organization. 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 back of the Card. I agree that I will not charge the expenses of others on this card. In the event that I do make charges that violate the terms of this Agreement, 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. Unless I have a Restricted card, the Bank will continue to issue renewal Cards until my Agency/Organization or I tell the Bank to stop. If I have a Restricted card, the Bank will not issue a renewal Card until after the Bank has conducted a creditworthiness assessment on me. I hereby consent to the Bank performing a creditworthiness check on me for that purpose. Unless otherwise provided in the applicable task order with my Agency/Organization, charging and cash advance privileges will be automatically withdrawn: (i) upon request of the U.S. Government (including my Agency/Organization); (ii) upon termination of the GSA Contract and/or task order between the Bank and the Agency/Organization; (iii) if the card is reported lost or stolen; or (iv) as noted in Section 9 of this Agreement.

3) LOSS, THEFT OR UNAUTHORIZED USE

I agree to call the Bank immediately if I think someone has used my Account without permission, or if the Card or Account number is lost or stolen. If you are a Department of Defense cardholder, call us toll-free at 1-800-200-7056. If you are a cardholder with any Agency/Organization other than the Department of Defense, call us toll-free at 1-800-790-7206. That number also can be found on my statement and the back of the Card. I agree to help the Bank investigate any unauthorized use of my Account. If my Card is returned to me after I have notified the Bank, I agree not to use the Card. I understand that I may be liable if my Card is used by an unauthorized person. I will not be liable for unauthorized charges that occur after I notify the Bank of the loss, theft or possible unauthorized use of my Card. In any case my liability for unauthorized use will not exceed \$50.00.

4) MONTHLY BILL/LIABILITY FOR PAYMENT

The Bank will provide me monthly with a billing statement, which may be made available electronically, that sets forth billing data with respect to all my charges, cash advance transactions, fees and payment due date relating to the Card and Account. The Agency/Organization may have instructed Bank to make billing statements available solely through an electronic format. My billing statement is due and payable, in full, upon receipt of the statement, and payment must be received by the Bank no later than 25 calendar days from the closing date on the statement in which the charge appeared. Certain charges may be billed directly to my Agency/Organization and will appear on my billing statement as a memorandum item only. In the event these charges are later billed to my Account, I agree to pay such charges in full.

Checks drawn on banks located outside of the United States are subject to collection fees and I agree to reimburse the Bank for any such fees which are assessed. I will follow the Bank's instructions for making payments, which are provided in the statement. I understand that I must pay in U.S. dollars drawn on funds in the U.S. If I do not do so, and the Bank accepts my payment, the Bank shall select the currency conversion rate and I must pay the Bank's costs. 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. Even if the Bank does not enforce its rights under this Agreement it will not lose them.

5) CHARGES MADE OUTSIDE THE UNITED STATES

A. Currency Conversion Procedures: If currency conversion for a charge made outside the U.S. is done by a network provider, then it will be done by MasterCard and/or Visa, which are Bank's network providers. The type of card I have determines who does the conversion. Each network provider follows its own procedures. Each network provider's current procedures are described below. The procedures may change from time to time without notice.

- MasterCard uses a conversion rate in effect one day before its transaction processing date. It uses a government-mandated rate if required to do so. If not, it uses a wholesale market rate.
- Visa uses a conversion rate in effect on its applicable central processing date. It uses a government-mandated rate if required to do so. If not, it selects from the range of rates available in wholesale currency markets. The selected rate may vary from the rate Visa receives.

In addition, a charge made outside the U.S. may be converted into U.S. dollars or another currency before it is sent to the Bank's network provider. Usually this occurs where I have chosen to authorize the merchant or other third party to convert a particular charge into U.S. dollars or another currency during the authorization process for the charge. In these cases, the party (e.g., the merchant) that converts the transaction selects the conversion rate prior to sending the charge to the network provider for authorization.

If I take a cash advance in a foreign currency at a branch or ATM of the Bank or one of the Bank's affiliates, an affiliate of the Bank will convert it into U.S. dollars. This applies regardless of which network provider's card I use to take the cash advance. The Bank's affiliate currently uses a conversion rate in effect on its processing date. It uses a government-mandated rate if required to do so. If not, it uses a midpoint market rate. The Bank's affiliate's procedure may change from time to time without notice. The conversion rate I get is the one used on the transaction's processing date. The rate may be different from the one in effect on the transaction's Sale Date or Post Date.

B. Transaction Fee for Cross-Border Transactions: For each purchase made in a foreign currency or made outside the United States, the Bank will charge a cross-border processing fee indicated in the accompanying Table of Fees and Charges.

6) DISHONORED CHECKS OR ELECTRONIC PAYMENTS (EFTs)

If any money order, check, draft, electronic payment or any other payment I make is delivered to the Bank and cannot be processed, or it is not honored (for example, for insufficient funds) for its face amount when presented, I agree that the Bank may impose the charge set forth in the Table of Fees and Charges.

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 by calling the Bank toll-free at 1-800-200-7056 (if I am a Department of Defense cardholder) or 1-800-790-7206 (if I am a cardholder with any Agency/Organization other than the Department of Defense), within 90 days of the transaction date. The Bank will take reasonable and appropriate steps to provide the information I request or resolve my dispute. I will be responsible for any transactions if the Bank is not able to resolve my dispute or if the Bank finds me responsible for the disputed charges. 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. On non-disputed matters or any matter shown by the Bank not to be in error, the Bank may charge the Cardholder a fee indicated in the accompanying Table of Fees and Charges for each copy of any document the Cardholder requests, such as duplicate periodic statements, transaction slips, and the like.

8) PURCHASES AND CASH ADVANCES

- A. **Purchases:** I understand that I may use the Card or Account for purchases wherever the Card is honored, in accordance with my Agency's/Organization's policies and procedures.
- B. **Cash Advance:** My Agency/Organization may approve my Card for cash advance privileges. This will enable me to use my Card to obtain cash from automated teller machines ("ATMs") operated by a bank, other institutions, or a Citibank branch teller, when authorized by my Agency/ Organization.
- C. **Cash Advance Transaction Fee:** Each time I use my Card to obtain cash from an ATM, I may be assessed a transaction fee. The amount of this fee appears on the accompanying Table of Fees and Charges. 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 my Card is embedded with a microchip ("chip") that is used at some ATMs and merchant terminals as part of authorizing a transaction, or if I am approved for cash advance privileges, I will either receive or select 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. And, if my Card has a chip, I must enter my PIN after inserting my Card at a chip-enabled merchant terminal. I agree to take all reasonable precautions to prevent any other person from learning my PIN or using my Card to make unauthorized transactions. I agree not to write my PIN on my Card or on any material I keep with the Card. I agree that if I voluntarily give the Card and my PIN to someone else for any reason, I am authorizing all transactions made by that person and will be fully liable for those transactions. I authorize you to honor each ATM or other transaction according to the instructions keyed in for it at the ATM, or merchant, and acknowledge that each transaction that is made using my Card and PIN will have the same effect as if it was made by written order to the Bank signed by me, and I will be liable for it.
- E. **Cash Advance Limits:** My current limits for obtaining cash are set by the Bank, the Agency/Organization's policy and the bank or institution operating the ATM from which the cash advance is sought. I understand that the Bank may refuse to authorize a cash advance or may not complete a transaction for any reason.
- F. **Citibank, 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.
- G. **Cancellation:** The Bank may cancel or suspend my eligibility to obtain cash advances at any time for any reason. The Bank may change my cash advance limit at its discretion.

9) SUSPENSION AND CANCELLATION

The Bank may suspend or cancel my Card or Account privileges as set forth in this Section 9.

- A. **Suspension:** My Account is considered delinquent if payment for the undisputed principal amount has not been received when due. If payment for an undisputed principal amount has not been received 46 calendar days from the closing date on the billing statement in which the charge appeared, I will receive notification from the Bank requesting payment of the undisputed past due amount. If payment has not been received 55 calendar days from the closing date, my Agency/Organization and I will be notified that the suspension process will be initiated. My Agency/Organization and I will be notified of a point of contact to assist in resolving the past due account. If payment for the undisputed principal amount has not been received 61 calendar days from the closing date, my Account will be suspended, unless otherwise directed by my Agency/Organization. My Agency/Organization or the GSA Contracting Officer has the right to suspend my Account for any reason. Upon payment of the undisputed principal amount to the Bank, my Account will be reinstated.
- B. **Cancellation:** My Card or Account may be canceled if: (i) my Card is used for unauthorized purposes and the Bank has my Agency's/Organization's permission to cancel; (ii) my Account is past due for the undisputed amounts 125 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; 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 the case of cancellation based on clause (iii), my Agency/Organization and I will be notified that the cancellation process will be initiated. If payment for the undisputed principal amount has not been received 126 calendar days from the closing date, my Card or Account will be canceled unless otherwise directed by my Agency/Organization. In the case of cancellation based on clauses (i), (ii) or (iv), my Account is subject to immediate cancellation.

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

- C. **Reinstatement of Canceled Accounts:** The Bank will reinstate canceled Accounts upon payment of the undisputed principal amount and applicable late fee. The Bank may conduct a creditworthiness check on me prior to reinstatement of my canceled Account.

D. **Late Fee:** If the Bank cancels my Account, then the Bank may charge me a late fee in the amount set forth in the Table of Fees and Charges.

E. **Collection:** The Bank may use a collection agency to collect against canceled Accounts. Court costs and reasonable attorneys' fees 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.

F. **Collection Payment Plan Fees: For Department of Defense Cardholders and other Cardholders to the extent your Agency/Organization permits:**

a. **Salary Offset:** In the event that salary offset is requested by the Bank for collection of your account balance, and unless prohibited by your Agency/Organization, a fee will be assessed to your account. The amount of the fee appears on the accompanying Table of Fees and Charges.

b. **Reduced Payment Plan:** Upon your written agreement to be enrolled in a Reduced Payment Plan offered by the Bank, and unless prohibited by your Agency/Organization, your account will be assessed a fee. The amount of the fee appears on the accompanying Table of Fees and Charges.

10) CHANGING THIS AGREEMENT

The Bank may change this Agreement at any time and, to the extent required by South Dakota or federal law, will notify me in writing of the effective date of the change. If I do not agree to the changes, I must notify the Bank in writing within 25 days of the effective date of the change. I must also then pay the amount I owe the Bank and my Card privileges will be withdrawn according to this Agreement. If I fail to notify the Bank, I am agreeing to all changes in the notice and new terms will be applied to the existing balance on my Account.

11) LIABILITY FOR CHARGES

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

12) DISCLOSURE OF INFORMATION

In addition to routine uses under the Privacy Act, I authorize the Bank to: (i) provide information about my Account to the Bank's service providers administering my Account under the GSA Contract; and (ii) disclose all necessary Account information to outside attorneys, collection agencies or credit reporting agencies, if the Bank refers all or part of my Account for collection in accordance with the GSA Contract and my Agency/Organization's task order. I understand that past due Accounts will be reported to my Agency/Organization. By activating, signing or using the Card or the Account, I am providing my consent to the disclosure of information as provided in this Section 12 and the exchange of information as provided in Section 13.

13) EXCHANGE OF INFORMATION

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

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 the law of the State of South Dakota and federal law.

16) CONSUMER CREDIT REPORTS

Unless I instructed the Bank not to obtain reports concerning my credit, the Bank may request from credit reporting agencies, reports of my credit history. The Bank's requests will be consistent with my Agency/Organization's agreement with union officials (if applicable). Upon request, the Bank will tell me whether a report was requested, and if so, the name and address of any reporting agency that furnished a report.

I understand that the Bank may report Account information to credit bureaus after my account has been canceled. Late payments, missed payments or other defaults on my Account may be reflected in my credit report. If I think the Bank reported erroneous information, I will write the Bank describing the information I think is in error and include a copy of that information.

17) ARBITRATION

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

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

Claims Covered

- **What Claims are subject to arbitration?** All Claims relating to my Account, a prior related account, or the relationship between me and the Bank are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, my or the Bank's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
- **Whose Claims are subject to arbitration?** Not only mine and the Bank's, but also Claims made by or against anyone connected with the Bank or me or claiming through the Bank or me, such as a co-applicant or authorized user of my Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.
- **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of my Account, are subject to arbitration.
- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

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

American Arbitration Association

800-778-7879 (toll-free)

Website: www.adr.org

JAMS

800-352-5267 (toll-free)

Website: www.jamsadr.com

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

- **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to me or the Bank. The arbitrator will take reasonable steps to protect customer Account information and other confidential information if requested to do so by me or the Bank. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. I or the Bank may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by me or the Bank, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.
- **Who pays?** Whoever files the arbitration pays the initial filing fee. If the Bank files, the Bank pays; if I file, I pay, unless I get a fee waiver under the applicable rules of the arbitration firm. If I have paid the initial filing fee and I prevail, the Bank will reimburse me for that fee. If there is a hearing, the Bank will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, the Bank will advance or reimburse my fees if the arbitration firm or arbitrator determines there is good reason for requiring the Bank to do so, or if I ask the Bank and the Bank determines there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

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

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

Survival and Severability of Terms

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

18) TELEPHONE CONSENT:

As a service, the Bank may notify me about important updates to my Account via an automated dialing system, pre-recorded messages and/or SMS text messages to my wireless device. I understand that normal wireless charges may be applied by my wireless carrier. Should I prefer to not receive these notifications on my wireless device, I understand that I may choose to opt out by emailing the Bank at optoutcellconsent@cit.com or calling the toll-free number on the back of my Card.

19) ANTI-MONEY LAUNDERING:

To help the United States Government fight terrorism and money laundering, Federal law requires the Bank or the Agency/Organization to obtain, verify, and record information that identifies each person that opens an Account. What this means for me: when I open an Account, the Bank or the Agency/Organization will ask for my name, a street address, date of birth, and an identification number, such as a Social Security number, that Federal law requires the Bank or the Agency/Organization to obtain. The Bank or Agency/Organization may also ask to see my driver's license or other identifying documents that will allow them to identify me.

20) CREDIT BALANCE REFUNDS:

If the Bank receives a payment that exceeds the amount due on my Account, the Bank will reflect the amount of the excess as credit against future charges on the Account for up to 179 days (a "Credit Balance"). If there is a Credit Balance of more than \$1.00 on the Account during any 179 day period, that Credit Balance will be refunded to either me or the Agency/Organization in accordance with the Agency/Organization's program or instruction no later than the end of that 179 day period. If that Credit Balance is \$1.00 or less, then the Bank will deem that Credit Balance to be zero.

21) 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 Contract, which, among other things, 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.