

# American Express® Government Program

## Agreement Between Agency/Organization Employee and American Express Travel Related Services Company, Inc.

**Important:** Before you sign or use the American Express® Government Card, read this Agreement thoroughly. By either signing, using or accepting the Government Card, you will be agreeing with us to everything written here.

### Definitions

As you read this Agreement, remember that the words “you,” “your,” or “Government Cardholder” mean the Agency employee named on the Government Card. The words “American Express,” “we,” “our” and “us” refer to American Express Travel Related Services Company, Inc. The word “Agency” means, the United States federal agency, bureau, division, office, or other organizational entity participating in the American Express Government Program under the General Services Administration contract no. GS-00F-34139 (“GSA Contract”) that has authorized American Express to open an account (the “Card Account”) for the Agency employee (the “Government Cardholder”). A Card issued to a Government Cardholder is called a Government Card.

### 1. Purpose Of The Card And The Account

You agree to use the Government Card only for official travel and official travel related expenses away from your official station/duty station (lodging, meals, incidentals) and submit the charges for same for Agency reimbursement in accordance with Agency policy. You understand that the Card and the Account are not to be used for personal purposes.

### 2. Renewal And Replacement Cards

The Card will be valid through the expiration date printed on the face of the Card unless otherwise suspended or cancelled. We will continue to issue renewal or replacement Cards, until you or the Agency tell us to stop or the Account is suspended or cancelled. If for any reason you need a Card replaced, we suggest you call the toll-free number on reverse side.

### 3. Use Of Cards

Do not use the Card before the valid date or after the expiration date printed on its face.

No other person is permitted to use the Card issued to you for Charges or for any other reason. We will look to you for payment of all Charges made with the Card issued to you, to the extent allowed by applicable law, even if you have let someone else use the Government Card or relinquished physical possession of the Government Card. You must retrieve the Card from that person to avoid further liability.

### 4. Accepting The Agreement

By using the Card Account you agree to be bound by the terms of this Agreement and should sign the Card as soon as you receive it. If you do not wish to be bound by this Agreement, cut the Card in half and return the pieces to us. Unless you do so, we will assume that you have accepted this Agreement.

### 5. Cancellation Procedures

You may cancel the Government Card at any time by notifying American Express and cutting the Card in half and returning the parts to American Express. The Card and the Account will be automatically cancelled upon the (a) termination of your employment with Agency regardless of the reason; (b) termination or expiration of the GSA Contract; (c) request of the Agency; (d) request of American Express with the permission of the Agency; or (e) cancellation by American Express for delinquency as provided for below. Upon cancellation, you will return the Card immediately, cut in half, to American Express.

### 6. Liability For Charges

You agree to use the Government Card only for official travel and official travel related expenses away from your official station/duty station in accordance with Agency policy. Official travel and travel related expenses charged to the Government Card will be reimbursed by the Agency under the Agency's expense reimbursement procedures applicable to you. You also agree to report your expenses promptly to the Agency in accordance with its expense reimbursement procedures. You, as the Government Cardholder, are responsible for making payment to American Express.

You are not permitted to use the Government Card to incur charges for any other purposes (including personal purposes). Such charges shall be considered as unauthorized charges but you will nevertheless be personally liable to us for them, and we will look to you for payment.

### 7. Payment

All amounts charged to the Card Account including, without limitation, purchases, cash advances or fees will be called “Charges” in the Agreement. Charges also include any purchases in which you have evidenced an intent to incur a Charge, regardless of whether you have signed a Charge form. We will send monthly statements of all charges to you. All Charges are due upon your receipt of the monthly billing statement. You should notify us immediately of any change in your billing address by calling the number indicated in Section 14 or by completing and returning the change-of-address form on the back of the monthly billing statement.

Payments must be made in U.S. currency, with a money order payable in United States Dollars, or with a draft or a check drawn on a bank in the United States and payable in United States Dollars. If we decide to accept a payment made in some other form, payment will not be credited to you until your payment is converted into one of the forms just mentioned. We can charge you the costs we incur in converting your payment.

We may accept late payments, partial payments, or any checks or money orders marked as being payment in full or being a settle-