

ment of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, this does not mean we agree to change this Agreement in any way.

8. Delinquency/Suspension/Cancellation

When any undisputed amounts are first included within an unpaid "Previous Balance" on any monthly statement, they will be considered delinquent. Once they have been included within an unpaid "Previous Balance" a second time, they will be considered seriously delinquent (sixty (60) calendar days from the billing date) and may result in suspension of Card privileges. With the consent of the Agency, the Card Account may be cancelled if the undisputed amount is not paid in full within 120 days of the date of the first billing statement on which the Charge appears. Court costs and reasonable attorneys' fees, not to exceed fifteen percent (15%) of the amount owed, may be added to the Card Account if American Express must refer all or any part of the Account to an outside attorney or agency for collection.

9. Use Of ATM – N/A to House of Reps

You may be authorized to use the Card in ATMs to obtain cash. If so, we will have a separate agreement with you concerning use of the Card in connection with the ATM Program. Please refer to that agreement for the rights and duties relating to the use of the Card.

10. Lost Or Stolen Cards

You agree to notify us at once if the Card is lost, or stolen, or you suspect it is being used without your permission, at the toll-free number indicated below.

11. Charges Made In Foreign Countries

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, a tourist rate or, where required by law, an official rate, which is in existence within twenty-four hours of the time the Charge is processed by us or by our authorized agent. Amounts converted by common carriers such as airlines will be billed at rates the carriers use.

12. Billing Inquiries And Disputes

If you have any questions problems or disputes concerning the monthly statement we send you, you should contact us and we will take reasonable and appropriate steps to provide the information you request or to resolve your dispute. In the case of a dispute, that charge will be suspended and not due until it has been resolved. However, if after our investigation we are unable to resolve the dispute in your favor, you must pay us and settle the dispute directly with the establishment.

13. Telephone Monitoring

You and the Agency agree that we may monitor telephone calls between you and us to ensure the quality of the customer service we provide.

14. Toll-Free Number

For address changes, billing inquiries, billing disputes, reporting lost or stolen Cards, and problems with goods and services call 1-800-492-4922 or call collect at 602-492-4922.

15. Disclosure Of Information

You agree to our disclosure of all necessary account information to an outside attorney, collection agency or a credit bureau if we refer all or any part of the account for collection in accordance with the contract with GSA. By signing this agreement you are providing your prior written consent to the disclosure of such information.

PRIVACY ACT NOTICE

In accordance with the Privacy Act (5 U.S.C. 552a), the following notice is provided: The information requested on the charge card application form is collected pursuant to Executive Order 9397 and chapter 57, title 5, United States Code, for the purpose 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 commercial travel and transportation payment and expense control system 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 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) listings, 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.