

## THE EXCHANGE/ESSO FUEL CARD PROGRAM AGREEMENT

In this EXCHANGE/ESSO Fuel Card Program Agreement ("Agreement"), the words "you" and "your" refer to any person who signs the Agreement for an EXCHANGE/ESSO Fuel Card, or is authorized to use the card. The words "we", "us", and "our" refer to the The EXCHANGE Credit Program, which is administered by the Army and Air Force The EXCHANGE Service, P.O. Box 650410, Dallas, TX 75265-0410, and any entity to which your Account or the balance due in your Account may be assigned.

**1. Program Participation:** When you sign the application for this program, you are requesting we open an EXCHANGE/ESSO Fuel Card Account to purchase tax free fuel in Germany. Only patrons authorized under Army Europe Regulation 600-17 are authorized to participate in the EXCHANGE/ESSO Fuel Card Program. An account will be opened for each vehicle sponsor and the sponsor is responsible for all activity by drivers authorized to use their Account as disclosed to the Registry of Motor Vehicles (RMV).

**2. Promise to pay:** when Agreement is effective: You are responsible for and agree to pay all amounts owed. The Program is a prepaid Program. You must have a prepaid balance on your account to purchase fuel off base at ESSO fuel stations. Purchases at THE EXCHANGE fuel stations can be made with any method of payment, but the card must be presented and validated to decrement your ration. Verification of ID and registration documents will be requested with each transaction. Questionable verifications may result in denied transactions and charge of FULL ECONOMY PRICE. If a purchase exceeds the amount that is prepaid on the account, you will be billed for the full amount due to EXCHANGE.

We will accept and post payments marked as "Payment/Paid in Full" or with similar words: however, acceptance of checks or money order with such words does not constitute acknowledgement by us that the account is paid in full. Post-dated checks will be deposited when received. Any check accepted as payment on your account may be converted to an electronic funds transfer. If you separate from the service or PCS out of Germany, the account balance must be paid in full before you can clear the country.

**3. Other charges:** a) Returned payment fee: If any check or other payment instrument is returned unpaid by a financial institution, we may charge you a Returned Payment Fee of \$25.00 to cover our collection costs and you agree that we may add the Returned Payment Fee to the balance due in your Account. b) Administrative Collection Fee: We may impose a collection fee of \$25.00 each time we attempt an involuntary collection on a delinquent account.

**4. Delinquent accounts/Collection costs:** If the balance on your account is not received by us within 30 days after the notification letter is mailed, your Account will be delinquent. If your Account becomes delinquent, your Unit Commander, Work Supervisor or other Department of Defense (DOD) entity may be notified to assist in collection. If your Account becomes delinquent, you consent to the maximum deduction allowable from your military, retired or civilian pay in accordance with applicable law. Additionally, your account may be subject to collections as set forth in paragraph 5 below. If your delinquent debt must be collected through the Treasury Offset Program or a Collection Agency, your Account privileges will be suspended indefinitely. Discharge of a debt through bankruptcy clears your legal liability for the debt, but does not require THE EXCHANGE to restore privileges that were removed pursuant to this clause. Separated personnel with delinquent Accounts may be subject to Administrative Wage Garnishment Proceedings under the provisions of the Debt Collection Improvement Act of 1996. If you fail to pay when due or you die, you will be in default, and we may declare the entire unpaid Account balance due and payable and subject to collection costs. If your account remains unpaid, your account may be closed and transferred as a charged-off account to the The EXCHANGE collections unit for further collection action (see paragraph 5). If you declare bankruptcy your account will be treated in accordance with applicable law.

**Charged-Off Accounts:** Delinquent accounts deemed not collectable under the above terms and conditions will be closed and transferred to THE EXCHANGE Collections. THE EXCHANGE collections collects debts in accordance with the Debt Collection Improvement Act of 1996. 31 U.S.C. 3720, Deficit Reduction Act 26 USC 6402 (d) and USC 3720 A and the Federal Claims Collection act of 1966 Charged off accounts will incur interest, penalties and any additional collection costs allowed by law based on the final charged off balance. The charge-off will be the greater of the APR of PRIME + 4.99% or the 5 year U.S. Treasury rate in effect on the first business day of the year in which the account charges off -8.94%. The accounts may be forwarded to a commercial collection agency for collection action including Administrative Wage Garnishment of civilian wages or may be submitted to the Department of the Treasury for offset against any federal payments due you. Federal income tax refunds, federal salaries, etc. You will be responsible for any collection fees charged by third-party collectors.

**5. Liability for unauthorized user:** The card issued to you by us at your request remains our property and you agree to surrender it to us upon demand. This includes, but is not limited to, returning cards to USAREUR RMV upon registration changes and renewals. Damaged active cards must be returned to The EXCHANGE. You and any other authorized drivers listed on each card must sign their respective card before its first use. You must promptly notify us of the loss, theft or possible unauthorized use of your card by writing or calling customer service at the address or phone number at the end of this Agreement. Until we are notified of the loss, you will be liable for the unauthorized use of the card or account number. You will not be liable for unauthorized use that occurs AFTER you notify us of the loss, theft or possible unauthorized use. You are responsible to report any customs violations to your local U.S. Forces Customs Office or Military/Security Police Station.

**6. Disputed Amounts:** Transactions at ESSO stations require PIN validation. If the PIN is validated and the transaction is authorized, it cannot be disputed. Card holders should verify receipt information and sign the ticket. You must send all written communications about disputed fuel purchases to: [yveuessofuelcard@aafes.com](mailto:yveuessofuelcard@aafes.com). This includes any check or other payment in an amount less than the full payment due, including those: (1) marked "paid in full", (2) that you tender with other conditions or limitations, or (3) that you otherwise tender as full satisfaction of a disputed amount.

**7. Change of Address/Notice:** If you have a vehicle registered through the Registry of Motor Vehicles (RMV) you must promptly update your address and authorized drivers with them. RMV will update your account with us. If you do not have a vehicle registered through RMV, you must send us written notice of your new address at the customer service address provided at the end of this Agreement. Failure to notify us of an address change does not constitute permission to disregard any payment obligation. Any notices to you from us may be hand delivered or mailed to you at your address of record, which is the address provided by RMV, you, or any bonafide address locator service and shall be deemed given when hand delivered or deposited in the mail. It is your responsibility to ensure we have your correct address.

**8. Telephone monitoring and recording:** In order to ensure that you receive the best possible customer service and that our employees (or designates) are complying with our policies and all applicable laws in their contacts with you, on occasion, we may record your call or we may have a second employee (or designate) monitoring customer calls.

**Intentional Fraud:** You understand that fraudulently using this account to obtain tax free fuel will result in your account being deemed in default and the entire balance due, payable and subject to collection. You further understand that in addition to your account being in default you may be subject to criminal penalties and reported to the USAREUR Customs Authorities for action.

Privacy Notice:

Protecting your privacy is important to us. The EXCHANGE/ESSO Fuel Card Program adheres to the Privacy Act 5 U.S.C. 552 as well as the Financial Right to Privacy Act 15 U.S.C. 1601. We will not share nonpublic personal information with non-affiliated third parties except as permitted by law. This permission extends to law enforcement agencies, credit bureaus and processing transactions you authorize. We may disclose nonpublic personal information to other government entities as authorized by federal law to collect delinquent debts. We may also disclose information to government contractors whose purpose is to assist in the administration of the Program. It is our policy to include confidentiality and data protection provisions in the contracts with these entities. We restrict access to your nonpublic personal information to those employees who have a need to know for the performance of their duties We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

PRINTED NAME:

LICENSE PLATE #:

SIGNATURE:

ACCOUNT#: