

# Cardholder Agreement Terms and Conditions

## Definitions

The terms "cardholder", "you" and "your" in this agreement refer to the person whose name and image appear on the Liberty University Flames Pass. The terms "we", "us" and the "university" refer to Liberty University. The term "card" refers to the Flames Pass.

The Flames Pass is designed to be a permanent identification card for students, faculty, staff and contracted employees. It is valid as long as the cardholder is registered and/or employed at Liberty University and/or employed with a university contractor. The card is issued under the following terms and conditions as these constitute obligations between you and Liberty University.

## Use and Ownership of the Photo ID card

You are the only person authorized to use your card. Any use by a person other than the cardholder will be subject to university disciplinary sanctions. The sanctions may be brought against both the person to whom the card is issued and the person impersonating the cardholder. The card is non-transferable and is the property of the university. It is the cardholder's responsibility to protect and maintain the condition of his/her card. This card is for the purpose of identification and transaction of Liberty University business. You may use your card to pay for purchases at places that have agreed to accept the card. It must be carried when on university property and presented upon request. Your card may be cancelled or revoked by the university at any time and must be returned to Card Services upon request. All functionality of the card will cease upon termination of employment or dismissal from the university. The card must be treated with care. You may not attach items (i.e. stickers, etc.) or punch holes in the card. The current replacement fee will be assessed for a damaged card. The university may change the replacement fee at any time.

## Privacy Statement

Personal information collected for the card, including your image, will only be used (i) for university purposes, (ii) when necessary to complete a transaction, (iii) as may be required to comply with government agency or court orders or subpoenas, or (iv) with your permission. Data collected concerning the use of the university facilities and services by an individual cardholder will be treated in the same manner.

## Lost or Stolen Cards; Your Liability

Freeze your card AT ONCE by logging into the university website if you believe your card has been lost or stolen, or if you believe that an electronic fund transfer has been or may be made without your permission using your card or information from your card. There is no fee assessed to freeze your card and is the best way of minimizing potential loss

You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after we notify you that your statement is available, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances (for example, a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

**Contact in event of unauthorized transfer.** If you believe your card has been lost or stolen or if you believe that an electronic fund transfer has been or may be made without your permission using your card or information from your card. Login to the university website to freeze your card, call: (434)582-7771 or write: Card Services, Campus North, 1971 University Blvd., Lynchburg, VA 24502.

Even if you notify us verbally, you should notify us in writing at the address above with certified mail or some other service which will allow you to verify the date that you notified us. If you notify us by telephone, and your call is routed to voice mail, you must call back during business hours and speak to a live person to be certain that your report is effective.

**Business days.** For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

## Declining Balance

Placing funds in your flexible spending account with the university creates a prepaid services declining balance account. You may use your card as a declining balance card where accepted, provided funds are available in the account. Funds deposited in your account are non-transferable. Funds can be added to your account on line at Card Services website. Funds can also be added to your flexible spending account at PHIL (Value Transfer Station) located on campus. Accepted forms of payment are cash, Master Card, Visa, Discover and American Express. If you attempt to use your card when there are insufficient funds available, the transaction will be denied. If such a transaction is approved despite the lack of sufficient funds, causing a negative balance, you agree to pay the negative balance to the university promptly, and in any event, within 10 calendar days. Deposits will be posted to the cardholder's account for immediate use. There is no earned interest associated with your account. The cardholder is responsible for deposits made by credit card that do not clear as well as purchases made against the deposit, and agrees to repay the amount of any negative balance resulting from purchases made against the deposit promptly and in any event within 10 calendar days. Rejected credit or debit transaction deposits will be immediately removed from your account. The cardholder will be charged the current university returned transaction fee, which may be assessed directly against your declining balance account. The university reserves the right to place accounts on hold in the event a deposit is returned or rejected.

You are responsible for use of the card in accordance with instructions at each location where the Flames Pass is accepted. Debits resulting from your failure to properly utilize or deactivate the card are your responsibility as the cardholder.

## Debiting your Account, Setoff of Account Funds, Error Resolution, Refunds, and Deactivation

The university will not debit your account other than in accordance with transactions authorized through the use of your card or as permitted under the terms of this agreement. Account history is available by logging into Card Services website. No periodic printed statements are issued for the account. We will notify you by electronic mail when your electronic statement is available online.

The balance in your account shall be subject to set off by the university against any amounts you owe the university at that time or thereafter. For example, if you owe tuition or other charges to the university which are past due, or you withdraw as a student while owing tuition or other charges, the university can apply the remaining balance in your account to the amount owed for such tuition or other charges (this is an example only – the right of offset applies to any amount you owe to the university for any reason).

**In Case of Errors or Questions About Your Electronic Transfers:** Send an email to [cardservices@liberty.edu](mailto:cardservices@liberty.edu) or write us at Card Services, Campus North, 1971 University Blvd., Lynchburg, VA 24502 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we notified you of the availability of the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and ID number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, you must also send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If your declining balance account has no activity for a period of two (2) years, you agree that the amount in the declining balance account will be forfeited to the university and shall become the property of the university.

No cash withdrawals from the card account are permitted. A cardholder who wishes to deactivate his or her account or is no longer a student or employee of the university for any reason, including withdrawal from the university, graduation or termination of employment, may request a refund of his/her account balance, subject to an administrative fee of \$25.00, and subject to the university's right of setoff set forth above. If the account is deactivated and the student or employee is still affiliated with the university the account cannot be re-opened. No refunds will be issued if the balance is less than \$25.00. The refunds will be processed and mailed within two weeks to your legal home permanent address as it appears in the university's records. No refunds, other than described in this paragraph, will be issued to cardholders.

Card Services is located just inside the Campus North Student Entrance.

### **Our Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the system was not working properly and you knew about the breakdown when you started the transfer.
- (3) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) Any other exceptions stated elsewhere in this agreement, or provided by any statute, regulation, ordinance or other law, including court made case law.

### **Spending Limits**

To minimize potential loss to the cardholder, unattended locations/applications, such as vending and photocopiers, may impose a daily spending limit. Except as outlined above for unattended devices, there is no daily limit on the number of transactions or their dollar total, up to the available balance.

### **Change to the Terms**

The university reserves the right to amend the terms of the Flames Pass and declining account balance account program by posting or displaying such amendments in Card Services and on the Card Services website, or by other reasonable means of notice. You shall be bound by such amendments from the date they become effective.

### **Cardholder's Consent**

By adding money to your account and clicking the Agreement button below, you agree to the terms and conditions of this Cardholder's Agreement and the terms and conditions of the Flames Pass account and acknowledge and represent to Liberty University that you have either received a copy of this Cardholder's Agreement or that you have saved or printed out a copy thereof on your own computer.

### **Cessation of the Flames Pass or Declining Balance Account Program**

The university may, for any reason, decide to discontinue the Flames Pass and/or the declining balance account program or transfer its administration to an entity the university deems qualified to manage the program. In such an instance, you will be given a refund of any account balance remaining on the date of discontinuation or be permitted to transfer your balance to the new administrator, if any, upon your request. Any funds not claimed or transferred within two years of the cessation of the declining balance account program described in this agreement shall be forfeited to the university and shall become the property of the university.

### **Cost of Collection**

In the event you default on any obligation hereunder, or fail to pay when due any amount owed to the university under the terms of this agreement, you agree to pay any and all expenses incurred in the collection of the indebtedness evidenced by this Note, including reasonable attorney's fees, court costs, accrued interest and other sums due and payable hereunder.

### **Governing Law**

This agreement shall be governed in accordance with the laws of the Commonwealth of Virginia.

### **Severability / Modification**

In the event any section or sections of this agreement is (are) found to be unenforceable, you agree the remaining sections shall remain enforceable and fully binding upon you. This agreement may only be modified as set forth herein. Any alleged verbal modification of your obligations resulting from this agreement is void. The use of the term "and/or" herein shall be construed to impose the greater obligation upon you.

### **Descriptive Headings**

The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

### **Binding on Successors**

Each of your promises and agreements contained herein is binding on your assignees, subrogors, distributees, family members, heirs, next-of-kin, executors, personal representatives, administrators and successors of every kind.

### **Forum for Disputes**

You agree that any and all disputes between you, and Liberty University or its officers, directors, employees, agents, servants and insurers arising from your use of the card, or any dispute regarding this agreement will be governed by the Laws of the Commonwealth of Virginia, notwithstanding its choice of laws provisions. You further consent to the exclusive jurisdiction of the Virginia State Courts. You agree that the venue for any such dispute between you, and Liberty University will be in the state court located in Campbell County, Virginia and that you waive your right to a trial by jury.

### **PERIODIC STATEMENTS; ACCEPTANCE IN ELECTRONIC FORM**

We will provide you a monthly account statement unless there are no transfers in a particular month in which case we may not provide you a statement for that month. In any case we will provide you an account statement at least quarterly. We will not send you a written statement; instead we will provide you with an online electronic statement, and we will notify you by electronic mail when each statement becomes available.