

## Cardholder Agreement Terms and Conditions

### Definitions

The terms “cardholder,” “you,” and “your” in this agreement (the “agreement”) refer to the person whose name and image appear on the Liberty University Flames Pass. The terms “we,” “us,” “our,” 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, which constitute enforceable contractual 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 you will be subject to university disciplinary sanctions. The sanctions may be brought against both you and the person using your card. The card is non-transferable and is the property of the university. It is your responsibility to protect and maintain the condition of your card. This card is for the purposes of identification and the 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 ID & Campus 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 (e.g., stickers), deface, 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, and data collected concerning your use of university facilities and services will be used only (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.

### 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. We will not send you a written statement; instead we will provide you with an online electronic statement, which you can access by visiting the Flames Pass eAccounts portal at [www.liberty.edu/addflamescash](http://www.liberty.edu/addflamescash)

### Lost or Stolen Cards; Losses from Unauthorized Card Use; Your Liability

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, freeze your card IMMEDIATELY by contacting ID & Campus Services or logging onto Flames Pass eAccounts portal at [www.liberty.edu/addflamescash](http://www.liberty.edu/addflamescash) with your liberty university login credentials. Additional information is available by visiting our department webpage <https://www.liberty.edu/flamespass>. There is no fee assessed to freeze your card, and it is the best way of minimizing potential loss.

The university is not responsible for any losses or damages you incur due to unauthorized use of your account except as specified in this agreement. 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, your loss will be limited to \$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 if we can prove we could have stopped someone from using your card without your permission if you had told us, your loss will be limited to \$500.

If your statement shows transfers that you did not make, including those made by card, code or other means, tell us immediately. If you do not tell us within 60 days after your statement is available (the “Notification Period”), and if we can prove that we could have stopped someone from taking the money if you had told us in time, you may not get back any money you lost after the Notification Period. If extenuating circumstances (for example, a hospital stay) kept you from telling us, we may, at our sole discretion, extend the Notification Period for a reasonable length of time. Regardless, you should electronically freeze your card or notify us of lost and stolen cards, as well as unauthorized use, immediately to help reduce liability.

### Notifying the University

Any notice that you are required to give the university under this agreement must be given in writing or verbally by calling (434)582-7771. To notify us in writing, email: [campusservices@liberty.edu](mailto:campusservices@liberty.edu); or write: ID & Campus Services, 1720 Montview Student Union, 1971 University Blvd., Lynchburg, VA 24515. Please understand that physical mail takes longer and may not be the most effective means of notification. Also, the time periods for notification above apply to the date of receipt by ID & Campus Services.

If you notify us verbally, you should also notify us in a follow-up writing at the email or physical 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.

For purposes of this agreement, our business days are Monday through Friday, excluding holidays. Business hours apply.

### Declining Balance Account

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 your account. Funds deposited in your account are non-transferable. Funds can be added to your account online at Card Services website. Funds can also be added to your flexible spending account at various designated transfer stations 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 any transaction is approved despite the lack of sufficient funds, causing a negative balance, you agree to pay the negative balance to the university within 10 calendar days.

Deposits will be posted to your account for immediate use. There is no earned interest associated with your account. You are responsible for deposits made by credit card that do not clear as well as purchases made against the deposit, and you agree to repay the amount of any negative balance resulting from purchases made against the deposit within 10 calendar days. Rejected credit or debit transaction deposits will be immediately removed from your account. You will be charged the current university returned transaction fee, which may be assessed directly against your account. The university reserves the right to place your account on hold in the event a deposit is returned or rejected.

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

### Debiting your Account; Setoff of Account Funds

The university will not debit your account other than to complete transactions authorized by use of your card or as permitted under the terms of this agreement. Account history is available by logging into the Flames Pass portal website.

The balance in your account is subject to set-off by the university against any amounts you owe the university at that time or after. For example, if you owe tuition or other charges to the university which are past due, or if you withdraw as a student while owing any amount to the university, 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).

### **Errors or Questions about Electronic Transfers**

If you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, send an email to [campusservices@liberty.edu](mailto:campusservices@liberty.edu) or write us at ID & Campus Services, 1720 Montview Student Union, 1971 University Blvd., Lynchburg, VA 24515 as soon as you can. You must notify us within the Notification Period. When the problem or error appears on multiple statements, the Notification Period will run from the day we notify you that the first statement reflecting the problem or error is available. When you contact us, you must:

- (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 verbally, 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 of our investigation within 3 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.

### **Termination of account; Forfeiture of funds**

If your declining balance account has no activity for a period of 2 consecutive years, you agree that the full amount in your account will be forfeited to the university and become the property of the university. Once the amount in your account is forfeited to the university, you may not receive a refund.

No cash withdrawals from the card account are permitted. If you wish to deactivate your account, or if, for any reason, you are no longer a student or employee of the university, you may request, in writing, a refund of your account balance, subject to an administrative fee of \$25.00, and subject to the university's right of setoff outlined above. You may make this request by sending an email to [campusservices@liberty.edu](mailto:campusservices@liberty.edu) or by writing us at Card Services, 1971 University Blvd., Lynchburg, VA 24515.

Once your account is deactivated, your account cannot be re-opened. No refunds will be issued if the balance of your account is less than \$25.00. The refunds will be processed and mailed within 2 weeks to your legal home permanent address as it appears in the university's records. No refunds, other than those described in this agreement, will be issued.

### **Card Services Location**

Card Services is located just inside the Montview Student Union on Main Campus.

### **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 related to our mistake. However, we will not be liable:

- (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) If any other exceptions so provide, whether stated elsewhere in this agreement or provided by any law, regulation, court order, or case law.

### **Spending Limits**

To minimize potential loss to you, unattended locations/applications, such as vending and photocopiers, may impose a daily spending limit. Except as otherwise stated in this agreement, there is no daily limit on the number of transactions or their dollar total, other than the available balance in the account.

### **Change to the Terms**

The university reserves the right to amend the terms of this agreement by posting or displaying such amendments in Card Services and on the Card Services website, or by any other reasonable means of notice. You are 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 you represent to Liberty University that you have read and understand this Cardholder's Agreement.

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

The university may, for any reason, decide to discontinue the Flames Pass or the declining balance account program, or both, or transfer its administration of either to an entity the university deems qualified to manage the program. In such an instance, upon your request 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. Any funds not claimed or transferred within two years of the discontinuation of the declining balance account program will be forfeited to the university and become the property of the university.

### **Cost of Collection**

In the event you default on any obligation in this agreement, 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 under this agreement, including reasonable attorney's fees, court costs, accrued interest and other sums due and payable.

### **Severability / Modification**

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

### **Descriptive Headings**

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

### **Binding on Successors**

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

**Governing Law; 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, excluding 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.