### **UMD Campus Cash Account Holder Terms and Conditions**

#### Overview

By using the UMD Campus Cash Program (the "Program"), you agree to be bound by the following terms and conditions. The Program is an online, prepaid debit account used for purchases at participating locations on the Duluth campus using the U Card or a Campus Cash card issued by the Duluth U Card Office. UMD Campus Cash is a program of the Regents of the University of Minnesota (the "University"), through its Duluth U Card Office and UMD Business Services.

UMD Campus Cash accounts are administered by UMD Business Services in conjunction with the Duluth U Card Office. UMD Business Services is located at 209 DAdB, 1049 University Drive, Duluth, MN 55812. The Duluth U Card Office address is 127 KPlz, 1120 Kirby Drive, Duluth, MN 55812.

- UMD Campus Cash funds are non-refundable except when the account is closed in accordance with Section IX (listed below).
- Declining balance programs operated on coordinate University campuses are separate programs and transferring funds is not allowed. Balances must be used on the designated campus where the funds were originally established by the card holder or received through promotions.
- Inactive accounts with a positive balance are subject to the charges set out in Section VIII.
- Interest will not accrue on account balances.
- UMD Campus Cash fund cannot be used for the purchase of alcohol, illicit drug paraphernalia, tobacco, pornography, funding of gambling, weapons or any illegal purpose.
- If you believe that your U Card or Campus Cash card has been stolen, or transaction(s) have occurred without your permission, you should immediately deactivate your card by notifying UMD Business Services at 726-6137 or 726-7821 or by visiting the UMD Cashiers Office in the Darland Administration Building lobby during regular business hours.

PLEASE NOTE: Temporary cards issued to participants in programs, events or conferences held on the Duluth campus of the University of Minnesota will expire when the event ends. Balances are not refundable or transferrable. Holders will not receive email notifications of any kind.

### I. Card Type for use with Program

In most cases, the U Card will act as the access card to the Program. Persons using the Program as participants in programs or conferences held at the University will be issued temporary cards.

Others may purchase UMD Campus Cash cards at select campus Value Ports, the locations of which are: the UMD Library lobby, Kirby Student Center, and Swenson Science Building.

University departments should contact the UMD Cashiers Office to obtain departmental Campus Cash cards for department-paid purchases. Departmental Campus Cash cards will operate as a declining balance and charges will be billed on a monthly basis using the University's financial systems.

## II. Cardholder Deposits

Funds may be deposited at any time up to a maximum account balance of \$1000. A UMD Campus Cash Deposit Form will be required for all in-person or mail-in deposits to the UMD Cashiers Office. Copies of the Campus Cash Deposit Form can be obtained from the either the UMD U Card Office or the UMD Cashiers Office.

Deposits can be made:

- At any Value Port on campus;
- At the Cashiers Window in Darland Administration Building (cash or checks are acceptable); and
- By mail (checks only) to UMD Cashiers Office, 140 Darland Admin Building, 1049 University Drive, Duluth, MN 55812.

If a deposit is deemed by the UMD Cashiers Office to be fraudulent, or made with a stolen debit or credit card, the account will be closed and the University of Minnesota Duluth Police Department will be notified.

### III. Deposits by Others

Any person may add funds to an account. However, to comply with federal and state privacy regulations, account balances and activity will be available only to cardholders.

# IV. Transactions

You may use your card to pay for goods and services at merchant locations that have agreed to accept UMD Campus Cash as a form of payment.

There is no limitation on the number of transactions you may make in a 24-hour period or on the amount of each transaction, as long as you have a positive balance in the account. Payment transactions that exceed the amount of your Campus Cash account balance will be denied.

### V. Receipts and Account Information

Computer lab terminals will show you your remaining account balance after the transaction is processed. Parking and science lab fee locations can also give you your remaining balance.

U Card holders and visitors who have registered their cards with the UMD Cashiers Office will receive an email reminder each month to review your account balance and activity. You are responsible for reviewing your account balances and activity for accuracy and notifying the U Card or Cashiers Office of any discrepancies as stated in Sections X and XI.

### PLEASE NOTE: Holders of temporary cards will not receive any review notification.

#### VI. Returns

Merchandise purchased using a Campus Cash Account and subsequently returned is subject to the return policy of the merchant.

#### VII. Account Fees

There is no fee to use your UMD Campus Cash account for a purchase transaction. There is no minimum or average daily balance charge associated with your UMD Campus Cash account. Inactive accounts will be subject to inactive account fees as stated in section VIII.

#### VIII. Inactive Accounts

An account is considered inactive if it has no activity for twelve (12) consecutive months.

- If an inactive account balance is below \$10, the account will be closed and the funds will be paid to the University as an administrative fee.
- · If an inactive account balance is \$10 or more, a \$3 monthly fee will be assessed until either:
  - · The account becomes active;
  - The account balance falls below \$10, at which time the account will be closed and the remaining funds will be paid to the University; or
  - The account has been inactive for an additional six months (a total of eighteen (18) consecutive months of inactivity), at which time the account will be closed and the remaining funds will be paid to the University.

It is the responsibility of the cardholder to maintain activity or to close the account as stated in Section IX to prevent a loss of funds.

PLEASE NOTE: Temporary cards issued to participants in programs, events or conferences held at the University will expire when the event ends. Balances are not refundable or transferable. Holders will not receive e-mail notifications of any kind.

### IX. Closing Accounts

To close an account, a cardholder must submit a Request to Close UMD Campus Cash Account form, available from the UMD Cashiers or UMD U Card Office in person or by mail, or you may submit via email to <a href="mailto:cashiers@d.umn.edu">cashiers@d.umn.edu</a> a request to close the account. Email requests must include first and last name, student or employee ID number, 17-digit card number, phone number, mailing address, and reason for request.

Upon receipt of a Request to Close UMD Campus Cash Account form or email, the UMD Cashiers Office will record and remove the balance from the account. If the balance is below \$10, the funds will be retained by the University as an administrative fee. If the balance is greater than \$10, the funds, less a \$10 fee, will either be posted to a student's University Student Account or refunded to non-students by check sent to the mailing address on the Request to Close UMD Campus Cash Account form or email.

Funds added to a UMD Campus Cash account after a request to close the account has been submitted are not subject to the refund request. Any UMD Campus Cash value used between the time a request to close account form was submitted and the account value is recorded and removed and will not be included in any refund.

**Exceptions:** Persons called to active military duty should contact One Stop, not the Cashiers Office. One Stop will coordinate all withdrawal activities for military personnel, including obtaining a refund of value from the UMD Campus Cash Account. In the event of the death of a cardholder, a full refund of UMD Campus Cash account value will be issued based on University practices.

### X. Lost or Stolen Cards; Unauthorized Transfers; Liability

If you tell us within two (2) business days after you learn of a loss or theft, you can lose no more than \$50 from unauthorized use. If you do NOT tell us within two (2) business days after you learn of a loss or theft, and transactions are made that would not have occurred if you had, you may be liable for up to \$500.

If your UMD Campus Cash account contains transactions that you believe are in error, you must begin the error resolution process as set out in Section XI with the UMD Cashiers Office within sixty (60) calendar days after the transaction(s) were made. If you do not do so within sixty (60) calendar days, you will be liable for all charges as reported if the transactions would not have occurred had you notified the UMD Cashiers Office. If a good reason kept you from reporting the erroneous transaction(s), such as a long trip or hospital stay, then the time periods may be extended.

### XI. Error Resolution and Fraudulent Use

In case of questions about, or errors in, your UMD Campus Cash Account, including fraud, please complete the form entitled UMD Campus Cash Error Resolution Request (obtained from the UMD Cashiers or UMD UCard Office) or send an email to <a href="mailto:cashiers@d.umn.edu">cashiers@d.umn.edu</a>. You must include the following information:

- Your name, student or employee ID number, card number, and email and mailing addresses;
- A description of the error or transaction you are unsure about and a clear explanation of why you believe it is in error or why you need additional information; and
- The dollar amount and date(s) of the transaction(s) in dispute.

You may also make oral inquiries by calling UMD Business Services at (218) 726-8292 during regular business hours. If your inquiry is oral, UMD Business Services requires that you complete the Campus Cash Error Resolution Request form (see above) or submit an email to <a href="mailto:cashiers@d.umn.edu">cashiers@d.umn.edu</a> containing the aforementioned information within ten (10) business days after your oral inquiry.

You must contact the UMD Cashiers Office within sixty (60) calendar days after you FIRST noticed the problem or error. If you do not, you may not be eligible for any refund if the transactions could have been stopped had the Cashiers Office been notified in time.

UMD Business Services will determine whether an error occurred within ten (10) business days after we hear from you, will correct any error promptly, and notify you. If we need more time, we may take up to 45 days to complete the investigation. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so you will have the use of the money while we complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it in ten (10) business days, we may not credit your account.

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

We will tell you of the results within three (3) business days of completion of the investigation by contacting you at the email or mailing address you listed on the Resolution Request form. If we determine there was no error, we will send you a written explanation. You may request copies of the documents used in the investigation.

# XII. Insufficient Funds

UMD Campus Cash Account balances will be verified prior to the completion of a transaction. Payment transactions that exceed the amount of your Campus Cash Account balance will be denied. In the rare event a balance cannot be verified and a purchase occurs with insufficient funds in a Campus Cash account, the funds owed will be deducted from your next deposit.

# XIII. Changes in Terms and Conditions

The University will notify cardholders by email at least twenty-one (21) business days before the effective date of any change in terms or conditions if the change would result in increased charges or increased liability for the account holder unless an immediate change is necessary to maintain or restore the security of the system. Other terms and conditions are subject to change without notice by updating this posting. Your continued use of the Program indicates your acceptance of all revisions.

### XIV. Disclosure of Information to Third Parties

Unless otherwise required by law, the U Card or Cashiers Office will disclose information to third parties about your account or the transactions you make only;

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your account for a third party, such as a merchant; or
- If you give the U Card or Cashiers Office your written permission.

# XV. Security; University Liability

The U Card or UMD Campus Cash Account card must be presented at the time of purchase and shall be the only means of accessing the participant's account. A merchant may request additional identification to verify that only the participant uses the account. The account holder may be required to sign a receipt for goods or services.

If the University does not properly complete a transfer to or from your account on time or in the correct amount, the University may be liable for your direct losses except in certain circumstances that include:

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control occurred such as fire or flood prevented the transfer despite our reasonable precautions.

# XVI. Governing Law; Jurisdiction and Venue; Limitation of Actions

These terms and conditions shall be governed and construed in accordance with the laws of the State of Minnesota, excluding any conflicts of laws statutes. You agree that any legal action or proceeding between the University and you arising out of or relating to these terms and conditions or the Program shall be brought exclusively in the courts of the State of Minnesota and you hereby consent to the subject matter and personal jurisdiction of such courts. Any cause or action or claim you may have with respect to these terms and conditions or the Program must be brought within one year after the claim or cause of action arises or it shall be barred.

Effective: 8/01/2013

UMD Business Services 209 Darland Administration Building 1049 University Drive Duluth, MN 55812

(218) 726-6137 cashiers@d.umn.edu