

PirateCard Agreement Terms and Conditions

The undersigned, herein referred to as "Cardholder," hereby opens a PirateCard Account, herein referred to as "Card Account," and agrees to be bound by all of the terms and conditions set forth herein. The Card Account will be administered by Card Services, located on the second floor of the Student Union in room D245.

1. PirateCard Disclosure

Armstrong State University offers, as a service to students, faculty, staff, and guests, a pre-deposited card system. The purpose of this system is to provide safety and security to cardholders by eliminating the necessity to carry cash for products and services available on campus.

2. The Pre-deposited Funds Accounts

- a. The Pre-deposited Funds Accounts, herein referred to as "SV Accounts," are a record of pre-deposited funds accessed by the Cardholder for the purpose of purchasing products and services.
- b. There is no daily limit on the number of purchases that may be made unless the Cardholder selects a Daily Unattended Limit of \$10, \$25, or \$50.
- c. Under normal circumstances, purchases using the Card shall not exceed the amount of deposited funds. However, in order to keep the Dining Services operational in the event of a network failure or other unforeseen malfunction. The Dining Services cash registers are set to process transactions in an offline mode, which may result in a negative balance associated with the Cardholder's Card Account. If a negative balance occurs the Cardholder will be contacted via email and/or phone and will be asked to deposit funds to the affected SV Account. If the cardholder does not respond the Card will be deactivated and negative balance will be charged to the Cardholder's university account and must be cleared prior to registration for classes or receipt of grades.
- d. The Cardholder understands and agrees that the Card Account shall not be used as a credit card or to obtain cash advances. No interest shall be paid to the Cardholder on any balance in the Card Account.
- e. The Cardholder understands and agrees that the Card Account is nontransferable. The Cardholder shall not allow anyone else to use the Card for any reason.
- f. The Card Account is automatically activated when the Cardholder completes this PirateCard Agreement Form.
- g. Deposits to the Card Account may be made by cash, check, money order, or credit card (MasterCard, VISA, Discover, and American Express). Deposits can be made as follows: (1) With credit/debit card through the PirateCard webpage "Manage My Account"; (2) Through credit/debit card or cash at the Payment Headquarters in Location (PHIL) in Lane Library and the Sequoia Kiosk in the Student Union; (3) Through cash, check, money order, or credit/debit card in person at the Bursar's Office in Burnett Hall.
- h. The Cardholder can manage their Card Account online by logging on to Port of Armstrong and clicking on the "PirateCard" button. There the Cardholder can login to their Card Account to review transactions, add funds to a SV Account via a credit card transaction, and report a lost or stolen card.

3. Fees

There are no charges assessed to the Cardholder for any transaction(s); however, a check presented for deposit to a Card Account, which is returned due to insufficient funds, will be assessed a fee of \$30.00 or 5% of the total transaction, whichever is greater, payable to the Cardholder's University Account. The Cardholder's Card Account will be deactivated until the amount of the returned check and applicable fees are paid at the Bursar's Office.

4. The PirateCard

The mechanism for accessing the Cardholder's Card Account shall be the PirateCard, herein referred to as "Card". The Cardholder must present his/her Card to purchase products or services.

5. Lost, Stolen, or Damaged Card

- a. A lost or stolen Card must be reported immediately online or in person to Card Services (during business hours). To freeze a lost or stolen Card online go to Port of Armstrong and click on the "PirateCard" button. Once logged in click on "Deactivate Card". This will immediately stop anyone's ability to use the Card for purchases.
- b. Card replacement fees must be paid at the Bursar's Office in Burnett Hall or online at Card Services. A lost or stolen Card will cost \$10.00 to replace. A damaged or defaced Card will cost \$5.00. The damaged or defaced Card must be presented to Card Services in order to receive a replacement Card. Name changes or photo retakes are charged at the damaged rate if the original Card is returned. To restore account access and receive a new Card, the Cardholder must come to Card Services with official identification (driver's license, passport) and either a receipt from the Bursar's Office showing prepayment payment for the replacement Card or a credit/debit card to pay in the Card Services Office. For security reasons, Cards reported lost or stolen may not be reactivated remotely.

6. Error Resolution

- a. If the Cardholder believes there is a discrepancy with a Card Account transaction as shown on the cardholder's statement or receipt, the Cardholder should contact Card Services immediately.
- b. When contacting the Card Services Office to report a discrepancy, the Cardholder must furnish the following information: (1) Cardholder's name and ID number; (2) A description of the disputed transaction and detailed explanation of the discrepancy; (3) The dollar amount of the transaction.
- c. If making a verbal inquiry, Card Services may require the Cardholder to submit the inquiry in writing. Card Services will offer the Cardholder the results of the investigation within ten (10) business days after receipt of the inquiry and will correct any error that is discovered. If Card Services determines there is no error, it will send the cardholder a written explanation within ten (10) business days of the investigation's completion.

7. Liability of Unauthorized Purchases

If a Card is lost or stolen, Armstrong State University is NOT liable for funds lost prior to the freezing of account activity or the report of a lost or stolen Card.

8. Insufficient Funds

Under normal circumstances, purchases using the Card shall not exceed the amount of deposited funds. However, in order to keep the Dining Services operational in the event of a network failure or other unforeseen malfunction, the Dining Services cash registers are set to process transactions in an offline mode, which may result in a negative balance associated with the Cardholder's Card Account. If a negative balance occurs the Cardholder will be contacted via email and/or phone and will be asked to deposit funds to the affected SV Account. If the cardholder does not respond the Card will be deactivated and negative balance will be charged to the Cardholder's university account and must be cleared prior to registration for classes or receipt of grades.

9. Refunds and Returns

Merchandise may be accepted for return in accordance with the refund policy in effect at the place of purchase of the product(s) or service(s). Any refunds will be credited to the Cardholder's Card Account; no cash refunds will be made for any purchases made with the Card.

10. Account Closure

Refunds from Pirate Cash, Dining Dollars, and/or Bookstore Bucks accounts may be requested upon separation from the University if the balance is greater than \$25. Students who graduate, withdraw or are dismissed from the University with value remaining in those account(s) may request a refund, or an employee may request the remaining balance refunded upon severing employment with the University. The Cardholder must complete a Balance Withdrawal Request form available at the Card Services Office or from the Card Services web site. The completed Balance Withdrawal Request form must be submitted along with proof of graduation, withdrawal, or employment termination to the Card Services Office in person. The balance will be sent via check to the address on the Balance Withdrawal Request Form, less a \$25 card processing fee.

Effective August 1st, 2014, and occurring annually thereafter, cardholder accounts that have been inactive since June 1st of the previous year will have the balance of their Card Account forfeited and recorded as card processing revenue.

11. Receipts

If the point of sale terminal is equipped to provide a receipt, the Cardholder will either receive a receipt as a matter of course or upon request. It is the Cardholder's responsibility to ensure that the receipt is correct.

12. Disclosure of Account Information to Third Parties

Information about the Cardholder's Card Account will be disclosed to third parties only for the following reasons: (1) in order to complete a transaction; (2) in order to comply with a government agency or court order; (3) in conjunction with all other cardholder accounts in the aggregate but not specific in regard to any individual's account; or (4) with the Cardholder's written permission.

13. Changes in Terms and Conditions

The terms of this Agreement may be changed at any time by giving the Cardholder notice electronically of the change. Prior notice need not be given where immediate change in terms and conditions is necessary to maintain or restore the security of the Card Account. These changes may include modifying or deleting existing terms and adding new terms.

Any changes to this agreement will become effective at the time stated in the notice to the Cardholder and the amended terms of the agreement will apply to all outstanding unpaid balances as well as new charges, unless the Cardholder terminates their right to use the Card Account on or before the date provided in the notice. No change to any term or condition of this Agreement shall be effective unless accepted or authorized by Card Services in writing.

14. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.