

# Terms and Conditions Agreement

Please read and acknowledge this Agreement before using your SpartanCard. It contains the terms and conditions of the SpartanCard. By adding value, and/or using your SpartanCard, you agree to be bound by the terms and conditions contained in this agreement, which will govern your use of the SpartanCard. Please read the entire agreement. The terms of this contract begin upon issuance of the SpartanCard by NSU, acceptance of the SpartanCard by the customer is when these terms are acknowledged and end when the participant graduates or withdraws from NSU (students), terminates employment (faculty/staff), or the participants SpartanCard expires (other individuals).

## Use and Ownership

The SpartanCard is issued to you as part of the privilege you are entitled to as a member of the Norfolk State University community under the following terms and conditions of use. Each individual cardholder is responsible for their knowledge of the terms, conditions, and policies of the SpartanCard Office. Use of the SpartanCard by the cardholder signifies agreement with all SpartanCard terms, conditions and policies. Please read all terms as these constitute legal obligations between you and the University.

The SpartanCard is your official NSU identification card. Although the card is the property of Norfolk State University, it is entrusted to you for your convenience while at the University. No account should be accessed by anyone other than the cardholder. **Only the person pictured on the SpartanCard is entitled to spend money from, gain access or utilize any other activities allowed on the SpartanCard account.** Unauthorized use, alteration or duplication for fraudulent use warrants confiscation and/or disciplinary action.

**The SpartanCard is the property of Norfolk State University and must be surrendered upon demand or when the relationship for which the card was issued is no longer in effect.**

It is against SpartanCard policy to give out your SpartanCard number to anyone **including the cardholder**. If you do not have your SpartanCard with you, you are required to purchase a new card from the SpartanCard Office for a \$25.00 fee (subject to change without notice). For security reasons a new card number will be issued and the Cardholder will be responsible for ensuring all access is restored if not transferred.

## 1 Definitions

- a. Cardholder, Card holder, you and your each means the Cardholder
- b. We, Us, and Our each mean NSU.
- c. University or NSU means Norfolk State University.
- d. Cardholder means an individual in whose name and for whose benefit a SpartanCard is to be issued or has been issued by NSU.
- e. Authorized participant means an active student, faculty or staff member for NSU.
- f. Contributor means an individual other than the Cardholder who loads value to a SpartanCard account for a cardholder.
- g. SpartanCard means the Official Norfolk State University ID/Debit card issued to the

Cardholder by NSU.

- h. Accepting Location means a point-of-sale location that is authorized to accept the SpartanCard for the purchase of goods and services.
- i. SpartanBucks account means an account with pre-paid value that can be accessed using Cardholder's SpartanCard.
- j. A SpartanCard may have one or more accounts SpartanBucks and Dining Dollars (if a meal plan with these funds is purchased).

## **2 Eligibility**

- a. A Cardholder is an authorized participant at Norfolk State University and has the following data on record with NSU: ID Number, valid NSU email address, First Name, Last Name, Classification (Faculty, Staff, and Student)
- b. Cardholder agrees that you have read and understood this Contract Agreement and that you will be bound by and will comply with all of its terms and conditions.
- c. You must have a valid government issued picture ID to obtain a SpartanCard.

## **3 Contact Information**

If you have questions regarding your SpartanCard Accounts you may call (757) 823-9479, 8am – 5pm, M-F.

## **4 Description and Usage**

- a. Official Norfolk State University Identification.
- b. Access device for meal plan accounts.
- c. Access device for one or more SpartanCard pre-paid accounts (SpartanBucks and Dining Dollars).
- d. Access device for Laundry.
- e. Building access.
- f. Pay for goods and services at accepting locations on campus
- g. Pay for goods and services at accepting locations off campus.
- h. Obtain balances
- i. Add value to SpartanCard accounts using a check, debit or credit card, cash and financial aid funds.
- j. Activities on campus including but not limited to sporting event, plays, Fitness Centers and Libraries.

### ***Improper Use of your SpartanCard***

The cardholder shall be subject to disciplinary and/or criminal or civil action for:

- a. Any use of or attempted use of the SpartanCard for purposes other than that intended.
- b. Any use of or attempted use of the SpartanCard by any individual other than the cardholder.
- c. Permitting the SpartanCard issued to him/her to be used by another individual.
- d. Failure to fully and truthfully report the circumstances pertaining to a lost, stolen or damaged SpartanCard.

#### ***4.1 Multiple Accounts***

A Cardholder's SpartanCard may be associated with multiple Accounts. Each Account has its own policies and rules pertaining to acceptance and fund loading. We reserve the right to restrict the use of Accounts to certain qualifying locations. When authorizing a SpartanCard purchase we will search for funds across all of your eligible Accounts in a specific order consistent with our acceptance policies. Cardholder agrees that we may use value from more than one Account to complete a single purchase.

### **5 Adding Value to Spartan-Card Accounts**

Cardholder and Contributors may add value to select SpartanCard Accounts at the Cashier's Office in person or by phone using cash, check, debit/ATM or credit cards, or at designated deposit machines on campus using cash only, subject to the limitations provided herein. Cardholders can also authorize financial aid funds, not to exceed \$1,000, to be transferred to the SpartanCard SpartanBucks account during specified times given by the financial aid office. The financial aid transfer can be completed by going to the student accounts office in person or completing a SpartanCard Authorization online on MyNSU.

5.1 Blackboard eAccounts Deposits Cardholder is responsible for all transactions on the SpartanCard. Cardholders and Contributors are allowed to make online deposits to the Cardholder's SpartanCard SpartanBucks account by logging into the Cardholder's account (Contributors only if the Cardholder has provided access) or by doing a guest deposit. Should any disputes resulting in an approved chargeback by the financial institution of the method of payment used, the Cardholder will be responsible for paying the amount of the chargeback to the University.

### **6 Making Purchases with SpartanCard Accounts**

You may use your SpartanCard as a declining debit card where accepted, provided funds are available in your account. The SpartanCard is a debit card only and does not provide credit arrangements. The SpartanBucks debit account is not a bank account and does not allow for ATM withdrawals.

You must have sufficient value available in your SpartanCard account to pay for each transaction. Each time you use your SpartanCard account, the amount of the transaction will be debited from the account. You may **not** spend more value than available on any given account. Should your purchase exceed the remaining balance in your SpartanCard account, you are responsible for providing a secondary form of payment to complete the transaction.

You are responsible for use of the SpartanCard in accordance with instructions at each location where SpartanBucks is accepted. Debits resulting from your failure to properly utilize the SpartanCard are your responsibility as the cardholder. The University is not responsible for any loss or inconvenience to you or to others arising as a result of lack of funds in your SpartanBucks account. You can obtain your current account balance and view transactions by visiting the Online Card Office at <https://spartancard-sp.blackboard.com/eaccounts/AnonymousHome>

## 7 Lost, Damaged or Stolen SpartanCards

### *Lost, Damaged and Stolen Cards*

The cardholder is responsible for maintaining a valid SpartanCard that is in proper working condition. A replacement fee of \$25.00 will be charged for lost, stolen, misplaced or damaged cards. **Damaged cards consist of, but are not limited to: cards that contain hole punches, cards that have been marked on or bent, have been used to pry open or scrape objects, have been washed or dried in machines, or have had unauthorized stickers adhered to them.** This fee is nonrefundable even if your old card is found.

**\*All cards turned into the SpartanCard office will be destroyed immediately\***

A defective or heavily worn SpartanCard will be replaced at no charge upon turning in your current SpartanCard. If your SpartanCard is lost or stolen, you must notify the University in order to suspend privileges. This can be done online through the Online Card Office at <https://spartancard-sp.blackboard.com/eaccounts/AnonymousHome>, by calling Campus Police at (757)823-8102, the Spartan Card office at (757)823-9479 or in person at the SpartanCard office.

TELL US AT ONCE IF:

- a. Your Spartan-Card has been lost or stolen or
- b. You believe someone has made a purchase using Your SpartanCard without your permission.

### *7.1 Liability for Unauthorized Purchases*

Until such notice has been received, you will be responsible for all use of your SpartanCard, whether or not such use is authorized by you. When your SpartanCard has been reported lost or stolen, we will suspend the SpartanCard to prevent unauthorized use. You may request a replacement card. There is a **card replacement fee** of **\$25** (subject to change without notice). Upon issuance of a replacement card, any remaining debit, meal plan balances and access will be transferred to your new card.

### *7.1 Re-activating SpartanCards*

If you find your current SpartanCard after it has been reported lost/stolen, you may reactivate that SpartanCard:

- (i) if you bring your card in person to the SpartanCard Office,
- (ii) the card is not damaged and a new card has not been issued.

## 8 Disputes/Returns

Cardholder agrees to work to resolve all disputes about purchases made using the SpartanCard with the merchant or location that accepted the SpartanCard. If you are entitled to a refund for any reason for goods or services obtained with the SpartanCard, you agree to accept the credits to the SpartanCard in place of cash. There will be no cash refunds given for purchases made using the SpartanCard.



## **9 Account**

### **Refunds**

Currently enrolled students may complete the SpartanCard Refund Request in the SpartanCard Office, (at the end of each semester).

- a. Cardholder may request a refund of SpartanCard SpartanBucks Account balance during the aforementioned time frames (exceptions may be made).
- b. There is no processing fee assessed to refund request.
- c. If a balance is owed to Norfolk State University, fines will be deducted from the refund before it is issued to the Cardholder.
- d. Refunds will direct deposited or mailed to the address on file with the University.

#### ***9.1 Students not enrolled***

- a. Students who have withdrawn may request a refund at the SpartanCard Office during normal business hours.
- b. Students must bring proof of withdrawal.

### **10 Inactivity**

If you do not use or re-load a Spartan-Card account for six (6) consecutive calendar months, the Account will be considered inactive. If a SpartanCard account is inactive and has zero value it will be closed.

### **11 Unclaimed Property**

If you do not access Your SpartanCard account for a period of one (1) year, it will be terminated. After the date of termination, We will use the information provided by the Student Information System to try to send you any funds (meeting refund guidelines) that We are holding in custody for you.

If that information is not correct, and We are unable to return the payment to you, the funds will be subject to applicable state laws regarding escheat of unclaimed property.

### **12 Changes to Terms**

Future changes in terms and conditions regulating use of this card will apply to all cards in circulation and use at that time and will supersede the terms and conditions in effect at the time the card was acquired. The University reserves the right to change any of the aforementioned policies without notice.

### **13 Privacy Policy**

Your account and personal information will be kept strictly confidential as per the Family Educational Rights and Privacy Act. Outside parties will not be privileged to information about you, your account, or the purchases you make without your express consent unless such disclosure is in compliance with a court order or government legislation.

### **14 Acceptance of Agreement**

Each individual card holder is responsible for their knowledge of the terms, conditions, and policies of the SpartanCard Office. **Use of the SpartanCard by the card holder signifies agreement with all SpartanCard terms, conditions and policies.** By accepting the card, initiating deposits and transactions on your SpartanCard accounts you have agreed to the terms and conditions of the agreement as set forth in this document.