

College of Charleston Cougar Card Agreement 02/27/2019

The Cougar Card is the official College of Charleston ID card; hereinafter referred to as the "Card." The individual identified on the Card is the "Cardholder." A Cardholder may additionally choose to open an optional Cougar Cash declining balance account; hereinafter referred to as the "Account." The Card and Account are administered by Cougar Card Services, a unit within Business Affairs at the College of Charleston. The mechanism for accessing the Account shall be the Card. **By using the Card, the Cardholder agrees to be bound by all of the terms and conditions outlined below:**

1. General Terms

The Card is the property of the College of Charleston, is non-transferable and may not be altered in any way. The Card provides access to events, facilities and services offered at the College. The Card should be in the Cardholder's possession while on campus and may be confiscated as a result of inappropriate use.

2. ID Photo

Photos are maintained by the College and considered directory information and are not confidential under the Family Education Rights and Privacy Act (FERPA). The photo is considered part of your official record at the College and may be shared with other College personnel and systems for official College business. Photos may be subject to disclosure to third parties under applicable state and/or federal laws.

3. Cougar Cash Account

The Account is a record of pre-deposited funds accessed by the Cardholder for the purchase of products and services and is non-transferable. There is no daily limit on the number of purchases however, no charges shall exceed the amount of deposited funds. No interest shall be paid on any balance in the Account. The Account shall not be used as a credit card, to obtain cash advances, or to purchase gift cards. For deposit options consult Cougar Card Services. A check deposit returned due to insufficient funds will result in a \$30 fee.

4. Lost, Stolen or Damaged Cards

A lost or stolen Card must be reported immediately as follows: In person at Cougar Card Services during service hours, Mon-Fri 9:00 a.m.-4:30 p.m. Students only may obtain a replacement Card after hours at Public Safety. Students and employees may deactivate a missing Card via the Cougar Card Portal or Mobile App. A replacement fee of \$20 will be imposed for students and contractors for lost, stolen or damaged Cards. No charge will be imposed for a Card that breaks due to normal wear and tear or is deemed defective as determined by inspection at Cougar Card Services.

5. Cardholder Liability

College of Charleston is not responsible for any loss or expense caused by theft, misuse or loss of the Card. Misuse of the Card will be reported to Public Safety and/or the Office of the Dean of Students and may result in disciplinary action.

6. Receipts and Statements

If the point-of-sale terminal is equipped to provide receipts, the Cardholder will either receive a receipt as a matter of course, or upon request. It is the Cardholder's responsibility to ensure the receipt is correct. An activity statement listing all transactions will be generated upon request at Cougar Card Services. Students and employees can access the Cougar Card Portal via MyCharleston to obtain sixty (60) days of transaction history and balance information.

7. Error Resolution, Refunds and Returns

If an error is identified on a receipt or statement, the Cardholder must contact Cougar Card Services in person or via email and furnish the following information: name, College ID number, description of the transaction and dollar amount. Cougar Card Services will investigate and notify the Cardholder within ten (10) business days. If an error is found, Cougar Card Services will make the necessary adjustments to the Cardholder's Account. The Cardholder may request copies of document(s) used to conduct the investigation. 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). Refunds shall be credited to the Cardholder's Account. No cash refunds will be made for any purchase made with the Card.

8. Account Closures

The Account will be closed if the Cardholder ceases to be a student or employee of the College or a contractor ceases to be an employee of the contracted agency. Cougar Card Services will refund the account balance only after receipt of a written request. No refunds will be issued for Account balances of less than \$10. Refunds will be issued to students who are graduating or have been granted a leave of absence or withdrawal by the Center for Academic Performance & Persistence and employees or contractors who are no longer employed. If the Cardholder has a direct deposit account established with the Treasurer's Office, the refund will be deposited to that account. Otherwise a check will be mailed to the Cardholder at the permanent address on record with the College or to the address as provided by the Cardholder. Cougar Card Services reserves the right to close any Account that is inactive for eighteen (18) months or more. Unclaimed balances in Accounts that are inactive for more than (18) months will be re-claimed.

9. Information Disclosure

Information about the Cardholder's Account will be disclosed to third parties only for the following reasons: to complete a transaction, in order to comply with a government agency or court order, in conjunction with all other Cardholder's Accounts in the aggregate but not specific in regard to any individual's Account, with the Cardholder's written permission.

10. Changes in Terms and Conditions

The terms and conditions of the agreement are in effect and remain binding until the Cardholder is no longer affiliated with the College. If changes are made to the terms and conditions pertaining to an active Cardholder, Cougar Card Services shall provide the Cardholder with notice of changes at least twenty-one (21) days in advance of the effective date. Prior notice need not be given where an immediate change in terms and conditions is necessary to maintain or restore the security of the Card, Cardholder or Account.

11. Governing Law

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