

'Gate Card Terms and Conditions

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Listed below are the terms and conditions governing the usage of your Gate Card:

The Card:

The Card is your identification for the University. The Card is the property of Colgate University, is issued by Colgate University to Cardholder only, and is non-transferable. Use of the Card may be revoked at University's sole discretion for violation of University policies and procedures. Faculty and staff must relinquish the card upon separation from the University. Guests of the University who are issued or purchase a Card are subject to the same terms and conditions as Community members.

The Card must be presented upon request at the time of use to obtain services or to establish official University status. Community members may be required by University Officials to produce their ID cards to verify personal identification, and should carry their Card at all times. The card is to be used only by the person to whom it is issued. Only the Cardholder can present the Card for debit and other privileges. Cards will be confiscated if presented by someone other than the Cardholder. There is no provision for a signature on the Card. Additional identification or signature may be required for certain purposes. Colgate University Rules and Regulations govern the use of the Card. Misuse of the Card may be referred for disciplinary action.

Fees:

The card is issued free of charge, but a fee is assessed to replace lost cards. If you present a check for payment or deposit, and the check is subsequently returned for any reason, we will charge a returned check fee and your account could be deactivated. The University will use all legal recourse to collect amounts due including, but not limited to, the placement of a hold on student records. Your Account may be reactivated upon restitution; however, you could lose the right to make payments via check. We will charge a fee for replacing lost, stolen or damaged cards and this fee may be changed from time to time.

The Debit Account:

The debit feature of the Card is optional. A Cardholder will activate the Card Debit Account upon initial deposit. Access to funds placed on the Card debit account is solely by means of the Card. Activation of the Card Debit Account signifies agreement with these Terms and Conditions. This account is a record of your money deposited with us and available to you for purchasing products and services wherever the Card is accepted. You do not earn interest, you may not use the Card to obtain cash and you may not transfer your account to another person.

Deposits to your Card Debit Account may be made in the form of cash, credit card or check. Cash will be accepted at the CSVT (Card Systems Value Terminal) machines located in O'Connor and Case Library. Cash will also be accepted at the Accounting Office. Credit card and check deposits may be made in-person at the Accounting Office or by-mail. Checks must be payable to Colgate University. Funds deposited via check will not be available on the account until they have been received and processed. There is no limit on the frequency of credit cards, cash or check deposits. Funds are immediately available for deposits made by credit card or cash.

Positive balances that remain on the Card Debit Account for faculty, staff and student Cardholders will carry forward to the next term or year. Positive balances that remain on cards that have no activity after 12 months will be assessed a monthly maintenance fee. Card account balances are non-interest bearing. There are no charges for using your Card Debit Account.

In general, there are no limitations on the number of times the Card Debit Account may be used for purchases or the dollar amounts of those purchases, so long as Cardholder maintains an adequate balance in Cardholder's account, except for limited-use cards issued for special events.

However, we may set limits on some transactions to prevent stolen card abuse (e.g.vending/laundry/copiers).

Meal Plans:

The Card is the only means by which to access your meal plan privileges and must be presented for admission to University dining facilities in accordance with the terms and conditions of your meal plan program. Questions regarding meal plans should be directed to Sodexo Marriott.

Shortages/Negative Amounts:

It is the Cardholder's responsibility to keep track of spending in their Card Debit Account. If the Cardholder attempts to use the Account when there are not enough funds in the Card Debit Account, the transaction will not be permitted. However, should the rare occasion arise when, due to a systems problem or otherwise, a purchase occurs with not enough funds in the Card Debit Account (creating a "shortage" or "negative amount"), the "owed" funds will automatically be deducted from the next deposit. Alternatively, the Accounting Office will bill for a negative balance that is on the system for more than five (5) business days and assess a \$15 fee. The Accounting Office is entitled to freeze any funds remaining in a Card Debit Account in the event a check or credit card charge submitted to us in payment is returned unpaid. Repeated cases of shortages or negative amounts will be grounds for cancellation of participation in the Card Debit Account Program. In the event the University must retain a collection agency to collect negative amounts from the Cardholder, the Cardholder may be assessed, in addition to the negative amount, a credit collection fee.

Lost/Stolen or Unauthorized Card Usage:

You agree to immediately report a lost or stolen Card to the Campus Safety Department Office anytime, the Accounting Office during business hours or via the 'Gate Card web site. **You may be responsible for all usage of your Card prior to reporting its loss or theft to the Campus Safety Department Office, the Accounting Office or the web site.** The University will not reactivate a Card reported lost or stolen if it is recovered. You must come to the Campus Safety Department Office during business hours to obtain a replacement card. You will be charged the current fee for replacing lost, stolen or damaged cards. A police report does NOT waive this charge when replacing a stolen card. Students, Faculty and Staff may pay for the replacement fee with a Card Debit Account, cash or check.

Refunds and Returns:

Cash refunds will not be issued for returned merchandise purchased with the Card; instead, Card Debit Accounts will be credited for the amount of the return. Merchandise must be returned to the location where the goods and services were purchased and returns are subject to the return policy of the merchant. The University will not be responsible if any merchant refuses to honor the Card or for any other problem you may have with a merchant. Incorrect charges resulting from malfunctioning vending, laundry or copier units should be reported to the Accounting Office.

Receipts and Statements:

Receipts will be available for goods or services purchased with the Card at attended point-of-sale locations and for deposits made in person. It is your responsibility to ensure that the receipt is correct. The University reserves the right to make appropriate adjustments or corrections to the amounts on Card Debit Accounts. Any such adjustment or correction will be fully disclosed in an account statement. An account statement listing recent transactions will be generated upon your personal request at the Accounting Office. Account history can be viewed at on-line via the 'Gate Card web site.

Account Closure:

Upon withdrawing or graduating, you may, at no cost to you, choose to close your account by notifying the Accounting Office. Withdrawals for any reason other than withdrawing or graduating may be requested at the end of each semester, with a \$20.00 fee assessed. In all cases, if there

are charges on a student account, they must be paid before refunds are issued. Refunds will be issued through normal University procedures. If an account remains inactive for more than 12 months, a \$5.00 per month service fee will be assessed. The University reserves the right to close any account that is inactive for more than twelve (12) months.

Error Resolution:

If you suspect an error on a receipt or Account statement, or if you would like more information about a specific transaction, you may contact the Accounting Office by telephone at (315) 228-7413 or by mail at James B. Colgate Hall, 13 Oak Drive, Hamilton NY 13346.

Errors on receipts from local on and off-campus merchants should be first addressed with that merchant. In addition, if the Cardholder is unable to resolve the error with the merchant, follow the steps below:

- Errors on receipts must be reported to the Accounting Office no later than sixty (60) days after the error appears. Errors that are reported orally must be followed by a written notification within ten (10) business days.
- Cardholder name, identification number, transaction description, transaction date and dollar amount must be provided when errors are reported.
- The Accounting Office will investigate recorded errors. The results of the investigation will ordinarily be made available within ten (10) business days of notification; however, if needed the University may take up to forty-five (45) days to conduct the investigation.
- The Accounting Office will correct errors within 24 hours of determination and Cardholders will be notified. If no error is found, a written explanation will be provided within three (3) business days after the close of the investigation.
- In the event a merchant places a hold or deducts an amount different from the amount of purchase(s), the Accounting Office will work with the cardholder and the merchant to address the discrepancy.

Copies of any documentation considered by the University during the investigation will be provided upon written request.

Disclosure:

We will disclose information about your Account to third parties for only the following reasons: (1) in order to complete a transaction requested by you; (2) in order to comply with a court order; (3) to fulfill a lawful University department or program request; (4) in conjunction with all other cardholder accounts in the aggregate but not specific in regard to your account; or (5) with your written permission.

Changes in Terms and Conditions:

The University reserves the right to change these Terms and Conditions and to make reasonable changes in the procedures set forth in these Terms and Conditions regulating the use of the Card. These changes will apply to all Cards in circulation and use at the time of the institution of the changes.

Other Policies:

If the Accounting Office fails to complete a transfer to or from an account in accordance with this Agreement, the Office will be liable for direct and documented losses or damages that result from the error in an amount not to exceed the amount of the transfer. The University will not be liable if through no fault of the Accounting Office there are insufficient funds to complete a transfer, there is documented system failure or there are circumstances beyond the Accounting Offices' control (such as fire, flood, earthquake, civil disturbance, etc.), which prevent the transfer.

The University will comply with all applicable laws and University policy regarding the use of information or stored images.

Disclaimer:

Only the latest card printed is valid. Access to University facilities may be denied if your account is frozen by the University for administrative reasons, you deactivate your account or if your card's magnetic stripe is damaged and will not scan.

Colgate University is not liable for any changes made to your Card Debit Account after it is lost or stolen.

Colgate University accepts no liability for excess charges or less than satisfactory services provided by merchants using the Card system. However, the Accounting Office will work with you to resolve such claims if you are unable to resolve them directly with the merchant.