

# CENTENARY COLLEGE CYCLONE CARD

## TERMS AND CONDITIONS

### 1. Purpose and Scope

1.1 The Cyclone Card is the official campus identification card for all Centenary College students, faculty and staff members. It is required for all active members of the Centenary College community.

(a) Rights and privileges associated with the Card are contingent upon the cardholder's status as a student, faculty member, staff member or other person affiliated with the Centenary College community. The Card is valid so long as the cardholder is enrolled as a student, employed as a faculty or staff member, or otherwise affiliated with the College as set forth herein. Subject to the provisions of paragraphs 3.11 relating to withdrawal of Cyclone Dollar balances and 3.12 relating to Inactive Cyclone Dollar Accounts, the Card is void upon termination of the Cardholder's status as a student, faculty member, staff member or affiliated person.

(b) Rights and privileges associated with the Card are personal to the cardholder and may not be transferred.

(c) The Card is the property of Centenary College and must be surrendered upon request.

(d) By accepting the issuance of the Card, Cardholder agrees to be bound by the following Terms and Conditions, including any subsequent amendment of these Terms and Conditions by the College.

1.2 The Card will be used for identification and security purposes within the College community, including but not limited to physical access, access to library facilities and services, and access to the Meal Plan.

(a) The Card must be carried at all times and presented to a Centenary College official upon request.

(b) A lost or stolen Card must be replaced within 48 hours.

(c) Photo images taken for the card become part of the cardholder's Centenary College educational or personnel record and may be used by the College for official purposes.

1.3 The Card may also be used as a medium of payment for goods and services on and off campus as set forth herein.

1.4 All other versions of the Centenary College identification card will be invalid after September 30, 2007.

## 2. **Eligibility and Issuance**

2.1 The Card will be issued upon the presentation of the prescribed documentation to:

- (a) Students enrolled at the College
- (b) Faculty and staff members employed by the College
- (c) Affiliated persons, including:
  - (i) Permanent employees of Contractors working on campus; and
  - (ii) Temporary visitors using campus facilities for educational

purposes.

2.2 The Card is issued upon enrollment or employment. The initial Card is issued at no charge.

2.3 The Card will show the status of the cardholder. Individuals with more than one status will be issued a Card showing their primary status.

- (a) Staff members who take classes will be issued a Card as staff members.
- (b) Graduate student teaching assistants will be issued a Card as students.

2.4 The Card will bear the name of the cardholder as it appears in the records of the College.

- (a) Titles will not be shown.
- (b) In the event of a change of name that is recorded in the records of the College, a replacement Card will be issued at no charge.
- (c) Clerical errors by the College will be corrected by the issuance of a replacement Card at no charge.

2.5 Persons applying for issuance of the Card must present a government issued photo id such as a passport, civilian or military identity card, or driver's license.

2.6 Persons applying for the card must be photographed.

- (a) Photographs must show an unobstructed frontal view of the face.
- (b) Except as provided in subparagraph (c) no hat, headband, scarf, sunglasses or other article that obscures any portion of the face may be worn, except that eyeglasses may be worn.

(c) Hats or headgear worn daily for religious reasons may be worn if the applicant submits a signed statement verifying that the item is worn daily for religious reasons, except that no headgear or scarf may obscure any portion of the face.

### 3. **Cardholder Accounts**

3.1 The Card may be used as a payment medium for two stored value accounts:

- (a) Cyclone Dollars
- (b) Tilly's Bucks

3.2 Tilly's Bucks are made available to resident students, in accord with these Terms and Conditions, as a component of the meal plan.

3.3 A Cyclone Dollar Account is established by the deposit of funds to the Cardholder's Account. By making a deposit into a Cyclone Dollar Account, the Cardholder agrees to be bound by the terms and conditions governing Cyclone Dollars.

(a) No fee is charged for the establishment, maintenance or use of the Cyclone Dollar Account.

(b) No interest is paid on balances in the Cyclone Dollar Account.

(c) Except as provided in paragraph 3.11 governing closure, the Cardholder may not directly or indirectly withdraw cash from a Cyclone Dollar Account.

(d) The maximum balance permitted in the Cyclone Dollar Account is \$350.00. The College reserves the right to modify the maximum balance.

3.4 As provided herein, Cyclone Dollars may be used to purchase goods and services at

- (a) Point of Sale terminals on campus; or
- (b) Participating Merchants.

3.5 Deposits may be made to the Cardholder's Cyclone Dollar Account by credit card, cash or check as follows:

(a) Deposits may be made by Visa, Master Card or Discover Card on-line at [www.centenarycollege.edu/onecard](http://www.centenarycollege.edu/onecard) or at the Finance Office during normal business hours. The minimum deposit by credit card is \$20.00.

(b) Deposits by cash or check may be made at the Finance Office during normal business hours. Deposits by cash or check may be made in increments of \$5.00 up to the maximum balance of the Account.

(c) The College reserves the right to change minimum and maximum deposit amounts.

(d) In the event that a deposit by check is returned for non-sufficient funds, closed Account or any other reason:

(i) The amount of the returned check will be debited from the Cardholder's Account. In the event that this creates a deficiency in the Account, further activity will not be permitted until the deficiency is paid. Any deficiency shall be considered a debt to the College subject to the provisions of the Course Catalog governing unpaid debts to the College.

(ii) The Cardholder will be assessed a \$15 charge, which may be debited to the Cardholder's Account.

(iii) The Account will be flagged NSF until the Cardholder pays the amount of the returned check.

(iv) After the amount of the returned check and the returned check charge are paid, the Account will be flagged NCK. In the discretion of the College, no further deposits by personal check will be allowed for a period of two years.

(v) The Cardholder will be notified by e-mail that a check has been returned.

3.6 Statement and balance information is available to the Cardholder as follows:

(a) Attended Point of Sale locations on-campus can provide the Cardholder with the Cardholder's current balance of Cyclone Dollars and a transaction receipt at the time of the transaction.

(b) Unattended Point of Sale locations on-campus will inform the Cardholder whether there is a sufficient balance available for the transaction.

(c) The Cardholder may obtain a historical statement of the prior 90 days activity on-line at [www.centenarycollege.edu/onecard](http://www.centenarycollege.edu/onecard).

3.7 The College reserves the right to set limits for the amount of each transaction and the number of transactions within a given period at Unattended Point of Sale locations on-campus. There is no limit on the number and amount of transactions at Attended Point of Sale locations.

3.8 The College reserves the right to enter agreements with one or more off-campus Participating Merchants to accept the Card in payment for goods and services. The premises of a Participating Merchant will be identified by a sign in a form approved by the College

(a) A Participating Merchant is not an agent of the College. The College does not inspect or review the premises, facilities, goods or services of any Participating Merchant.

The College makes no recommendation, representation or warranty of any kind with respect to the availability, quality or otherwise of any goods or services offered by a Participating Merchant or with respect to the premises and personnel of any Participating Merchant. The College is not liable to any Cardholder or third person for any act or omission of any Participating Merchant with respect to the Card or otherwise.

(b) It is the responsibility of the Cardholder to determine whether any Participating Merchant will accept the Card in payment for any transaction. The College does not represent or warrant to the Cardholder that a Participating Merchant will accept the Card in payment for any goods or services.

(c) Any dispute between the Cardholder and a Participating Merchant is the sole responsibility of the Cardholder. The College will not withhold payment from a Participating Merchant or adjust a Cardholder's Account with respect to any dispute between the Cardholder and a Participating Merchant relating to goods or services provided by the Participating Merchant to the Cardholder.

(d) Subject to the provisions of paragraph 3.3(d) that cash may not be directly or indirectly withdrawn from a Cyclone Dollar Account, the return policy of the Participating Merchant shall govern the return or credit of any goods or services provided by the Participating Merchant to the Cardholder. The College makes no representation or warranty with respect to the return policy of any Participating Merchant.

### 3.9 Disputes will be resolved as follows:

(a) The Cardholder must review and verify the history of all deposits and transactions at least monthly.

(b) Apparent errors with respect to charges or deposits must be reported not later than 60 days after the date that the transaction appears on the historical statement of the Cardholder's transactions. No adjustment will be made with respect to any transaction reported more than 60 days after that date.

(i) If the Cardholder makes an oral report of an apparent error, a report in writing must be made within 10 business days thereafter. A written report does not include a report by e-mail.

(ii) Oral and written reports will be made to the Finance Office.

(iii) The written report of the apparent error shall include:

- (1) The Cardholder's name and identifying number
- (2) The dollar amount of the transaction
- (3) The date and location of the transaction
- (4) A description of the transaction

(5) A short, clear explanation of the discrepancy.

(c) The Finance Office will investigate any apparent error reported within the time provided in subparagraph (b).

(i) The Cardholder agrees to provide information reasonably necessary to the investigation.

(ii) If the apparent error relates to a charge by a Contractor or Participating Merchant, the College will forward the report to the Contractor or Participating Merchant for investigation. The Finance Office will mediate a dispute between a Cardholder and a Contractor with respect to a Contractor's charge. However, the College is not financially responsible for any error by a Contractor or Participating Merchant.

(d) The result of the investigation will be reported to the Cardholder no later than 45 business days after written notice of the apparent error. In the event that the result of the investigation is reported later than 45 business days after the written notice, the Cardholder's Account will receive provisional credit for the amount of an apparently erroneous charge, subject to the result of the investigation.

(e) The result of the investigation will be final.

(i) In the event that the investigation discloses an error with respect to a charge or deposit, the error will be corrected and the Cardholder notified within 24 hours of the determination.

(ii) In the event that the investigation does not disclose an error, the Cardholder will be provided with a written explanation of the result within 3 business days of the close of the investigation.

(f) In the event that the investigation does not disclose an error, the College may charge the Cardholder for any amount provisionally credited to the Cardholder's Account pending the completion of the investigation.

3.10 Refunds shall be governed as follows:

(a) No cash refunds are permitted with respect to goods or services purchased from a Cyclone Dollars Account.

(b) The Account will be credited for the return of goods purchased on-campus in accord with the return policy of the entity that operates the Point of Sale.

(c) The return of goods to a Participating Merchant is the responsibility of the Cardholder. Return of goods to a Participating Merchant shall be for credit to the Cardholder's Account, subject to the return policy of the Participating Merchant.

3.11 Closure of the Account shall be governed as follows:

(a) Faculty/staff and affiliated persons may close the Cyclone Dollars Account only upon sabbatical or termination of their status.

(b) Students may close the Cyclone Dollars Account only upon termination of active student status through graduation, voluntary or involuntary withdrawal or Leave of Absence. Balances of students not attending the summer session will continue until the fall semester.

(c) Closure will be permitted only upon written request including documentation of the qualifying change in status.

(d) Requests to close the Account will not be processed until the Cardholder has satisfied all debts due to the College. The College reserves the right to apply funds in the Account to the satisfaction of debts due to the College at closure.

(e) Funds from the closed account will be by check issued to the name of the Cardholder and mailed to the Cardholder's home address in the College's records. Subject to subparagraph 3.11(e) the check will be mailed within 30 days of the written request for withdrawal.

3.12 The balance of Inactive Accounts shall be disposed of as follows:

(a) No Account will be identified as Inactive unless

(i) There has been no Cardholder initiated transaction in the Account for more than 12 consecutive months and

(ii) With respect to a student Account, the Cardholder is no longer in the status of an active student due to graduation, voluntary or involuntary withdrawal or Leave of Absence.

(b) The College will provide written notice to the Cardholder's last known address, including but not limited to the home address in the College's records, that the Account has been designated as Inactive.

(c) An Inactive Account shall incur a maintenance fee of \$5.00 per month, commencing in the 13<sup>th</sup> month from the last Cardholder initiated transaction.

(d) The Cardholder may withdraw the balance of an Inactive Account at any time in accord with paragraph 3.11.

(e) The College may apply funds in an Inactive Account to the satisfaction of debts due the College prior to withdrawal of the balance by the Cardholder.

(f) Any balance remaining in the Account after 36 months from written notice to the Cardholder that the Account has been designated as Inactive shall be processed in accordance with the New Jersey Unclaimed Property Act, N.J.S.A. 46:30B-1 et seq.

#### 4. **Lost, Stolen or Damaged Cards**

4.1 To protect the Card from damage, the Cardholder will:

- (a) Keep the Card out of contact with electronic or magnetic devices that can affect the Card's magnetic stripe, including direct contact with other magnetic strip cards.
- (b) Keep the Card in the protective sleeve or plastic holder provided when the Card is issued.
- (c) Refrain from bending, folding or piercing the Card or affixing stickers or objects to it.
- (d) Refrain from modifying the Card in any manner.
- (e) Keep the Card out of contact with chemicals, detergents or excess water.
- (f) Refrain from submerging the Card.

4.2 The Cardholder must report the loss or theft of the Card immediately upon detection.

- (a) Any charges on a lost or stolen Card are the responsibility of the Cardholder.
- (b) The Cardholder must report a lost or stolen Card online at [www.centenarycollege.edu/onecard](http://www.centenarycollege.edu/onecard).
- (c) A Card reported as lost or stolen by the Cardholder will be deactivated immediately. A deactivated Card cannot be used for any function.
- (d) Once deactivated, a Card cannot be reactivated and must be replaced as provided in paragraph 4.3.

4.3 A replacement will be issued for any Card reported by the Cardholder as lost, stolen or damaged.

- (a) A fee of \$10 will be charged for the issuance of a replacement Card.
- (b) Any balance in the Cardholder's Account will be transferred to the replacement Card. The Card reported as lost, stolen or damaged will be void.
- (c) In the event that the Cardholder recovers a Card previously reported as lost or stolen, the Cardholder will surrender that Card to the Finance Office.

4.4 The College is not liable for any direct, indirect or consequential damage resulting from the loss or theft of Card, including but not limited to any purchase made using the Card or any access to College property or facilities made by use of the Card.



## 5. **Misuse**

5.1 It is Misuse for the Cardholder to:

- (a) Give, lend or transfer the Card to any other person.
- (b) Use the Card or allow it to be used in any manner to permit any person unauthorized access to or use of the property, facilities or services of the College.
- (c) Modify the Card in any way that could affect its function.
- (d) Access, except within the course of employment by the College, information relating to the Account of any other Cardholder.
- (e) Use a Card issued to any other Cardholder for any purpose.
- (f) Use the Card directly or indirectly in any manner to purchase alcohol, tobacco, or any goods, services, articles or substance which it is unlawful for the Cardholder to purchase.
- (g) Use the Card directly or indirectly in any manner to facilitate an unlawful act.
- (h) Use the Card directly or indirectly in any manner to facilitate the acquisition of goods or services through misrepresentation, fraud or theft.
- (i) Knowingly make any false statement to the College, any Contractor or any Participating Merchant in connection with the Card.

5.2 In the event of any act of Misuse, the College may take any appropriate action in its discretion, including but not limited to:

- (a) Disciplinary action in accord with the Student Code of Conduct.
- (b) Criminal prosecution or civil litigation.
- (c) Taking possession of the Card.
- (d) Requiring restitution to any person injured by Misuse of the Card.

5.3 The Cardholder is financially responsible for any charges incurred as a result of the Cardholder's knowing participation in the Misuse of a Card issued to any person.

5.4 Except as otherwise provided by law, the College is not liable for the Misuse of the Card or for the unauthorized or fraudulent use of the Card by any person.

## 6. **General Provisions**

6.1 The capitalized terms used in these Terms and Conditions shall have the following meaning:

“Account” shall mean the Cardholder’s Cyclone Dollars Account or Tilly’s Bucks Account as indicated by context.

“Card” shall mean the Cyclone Card

“Cardholder” shall mean the individual to whom a Cyclone Card has been issued by the College.

“College” shall mean Centenary College.

“Contractor” shall mean the food service contractor, the vending contractor, the bookstore contractor, the laundry contractor or any similar person who furnishes provides goods or services on-campus pursuant to a contract with the College in furtherance of the educational mission of the college.

“Cyclone Dollars” shall mean funds deposited in a Cyclone Dollar Account by or on behalf of a Cardholder.

“Cyclone Dollar Account” shall mean the balance of Cyclone Dollars available to a Cardholder for use in accord with these Terms and Conditions.

“Finance Office” shall mean the Finance Office of the College.

“Inactive Account shall” mean an Account that meets the criteria of paragraph 3.12(a).

“Leave of Absence” has the meaning defined in the Student Handbook.

“Misuse” shall mean the acts set forth in paragraph 5.1 and any other unauthorized, unlawful, fraudulent or criminal use of the Card by any person.

“Point of Sale” shall mean a location at which the Card is accepted in payment for goods or services. An “Attended Point of Sale” is one at which an attendant receives and processes the Card. An “Unattended Point of Sale” is one at which the Card is received and processed by a terminal without the intervention of an attendant.

“Participating Merchant” shall mean a vendor, not affiliated with the College, that has agreed to accept the Card in payment for goods or services as specified in its agreement with the College. “Participating Merchant” does not include a Contractor.

Tilly’s Bucks” shall mean the non-transferrable funds made available to students participating in the resident student meal plan that may be used to purchase items available for sale in Tilly’s Snack Bar, or to purchase guest meals in the upstairs dining room or Equine Center snack bar. Unspent Tilly’s Bucks expire at the end of each semester.

“Tilly’s Bucks Account” shall mean the balance of Tilly’s Bucks available to the Cardholder.

6.2 The Cyclone Card is issued in furtherance of the educational mission of the College. These Terms and Conditions shall be construed to further that purpose, and they shall therefore be construed consistently with all other written by-laws, regulations, policies and procedures of the College, including but not limited to the Catalog, the Student Handbook, and

the Student Code of Conduct. Where appropriate the singular includes the plural and the plural the singular, and the masculine and feminine gender one another. Section headings shall not be considered in the construction or interpretation of these terms and conditions.

6.3 These Terms and Conditions govern the relationship between the Cardholder and the College. They are not intended to confer any rights or benefits on any third person.

6.4 The College reserves the right to alter any term or condition contained herein at any time.