

C Cash Terms & Conditions

Please read and acknowledge this Agreement before using your C Cash account. It contains the terms and conditions of the C Cash account linked to Your C Card. By adding value, registering for online account access and/or using Your C Cash account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the C Cash account. Please read this agreement. The term of this contract begins when these terms are acknowledged and ends when the participant graduates or withdraws from Cleveland Community College (students), terminates employment (faculty/staff/employees) or the participant's C Card expires (other individuals).

1 Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us and Our each mean Cleveland Community College.
- c. Cardholder means an individual in whose name and for whose benefit a C Card is to be issued or has been issued by Cleveland Community College.
- d. Contributor means an individual other than the Cardholder who loads value to a C Cash account for a Cardholder.
- e. Authorized Guest User means an individual designated by the Cardholder to have online account management privileges at the Card Program Website.
- College means Cleveland Community College.
- g. Service Provider means a third party contracted by Cleveland Community College that provides certain support and marketing services for Your C Card and C Cash account
- h. C Card means the Official Cleveland Community College C Card issued by Cleveland Community College to Cardholder.
- C Cash account means an account with pre-paid value that can be accessed using Your C Card. A C Card may have one or more accounts.
- Card Program Website means the Website containing information about the C Card Program.
- Web Account Care Center means the area of the C Card Program
 Website where Cardholders may login and manage their individual
 C Card and C Cash account.
- Card Payment Service means a service whereby a Cardholder can access value associated with one or more C Cash account linked to his/her C Card.
- m. Registration means the electronic process used by Cardholder to set-up online C Cash account access at the C Card Program Website.
- Accepting Location means a point-of-sale location that is authorized to accept the C Cash account for the purchase of goods and services.
- Web User Account means the Cardholder account that enables a Cardholder to access and manage their C Cash account via the Web Account Care Center.

2 C Card Description

Your C Card is a multiple function device that can be used for the following applications:

- a. Official Cleveland Community College Identification
- b. Access device for board plan accounts.
- c. Access device for one or more pre-paid C Cash accounts.

3 Eligibility

- a. You are an authorized member of Cleveland Community College.
- You have the following data on record with Cleveland Community College: First Name, Last Name, Date of Birth
- c. You are at least thirteen 13 years of age, if you are under 18 your parent or legal guardian is responsible for reviewing and acknowledging these terms and conditions on your behalf.
- d. You agree that You have read and understood this Agreement and that You will be bound by and will comply with all of its terms and conditions.

If You do not agree with all of these statements, You cannot activate and/or use the C Cash Account feature of Your C Card.

4 Contact Information

If You have questions regarding Your C Card or C Cash account You may call 704-669-4024 email mycard@myclevelandcard.com or write to Cleveland Community College 137 S. Post Rd. Shelby, NC 28152. You may also get support by visiting Our Website at www.myclevelandcard.com.

5 Card Accounts

Your C Card can be linked with and used to access value in Pre-Paid Accounts. There is no credit card, credit account or deposit account associated with the C Card. C Cash account funds are stored in an aggregate bank account maintained by the College. Cardmember, Card and Account information are kept on computer systems maintained by Service Providers contracted by the College. You agree and give the College permission to share your personal information with such Service Providers in order that they can perform data processing required to provide these and other Card related services.

Cleveland Community College is not acting as a trustee, fiduciary or escrow with respect to value in C Cash accounts, but is acting only as an agent and custodian, no interest, dividends or other earnings or return will be paid on any value loaded in Accounts, value associated with Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

6 Registration

You can register for online account access to Your C Cash account at the Web Account Care Center. In order to register Your C Cash account You will need to validate personal information, provide information from Your C Card, agree to these C Cash account Terms & Conditions, and create a Web User Account including a login and password.

You agree to provide true, accurate and complete registration information and to maintain and promptly update Your information as applicable. You agree not to impersonate any other person or use a name that You are not authorized to use. If any information You provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Cleveland Community College has the right to terminate Your use of the Service and Cleveland Community College, its agents, suppliers, and subcontractors have the right to recover from You any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

7 Password & Security

You may not reveal Your account login information or password(s) to anyone else. You must safeguard and protect the confidentiality of Your password to keep Your C Cash account secure. You will be responsible and liable for all instructions received at the C Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Cleveland Community College is not responsible for losses incurred by the Cardholders as the result of their misuse of passwords.



8 Unauthorized Use

If You use, or attempt to use Your C Card or the Card Payment Service for purposes other than permitted uses (i.e. making payments, managing Your accounts), including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, Your C Cash account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available.

9 Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your C Cash account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Cleveland Community College in electronic form. Electronic Communications may be posted on the pages within the C Card Program Website and/or delivered to Your e-mail address. You may print a copy of any Communications and retain it for Your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not You have received or retrieved the Communication. Cleveland Community College reserves the right but assumes no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until You revoke Your consent by notifying Cleveland Community College of Your decision to do so by contacting us or by telephoning customer service. If You revoke Your consent to receive Communications electronically, Cleveland Community College will terminate Your right to use the C Cash account.

You agree to inspect Your electronic statements and to notify us of any erroneous, improper or unauthorized transactions. If Your electronic statement indicates transactions that You did not make, notify us immediately using the information of the Contact section of this agreement.

10 Correct Email and Mailing Address

You agree and warrant that You have access to the Internet and to your CCC student email.

If your mail or postal address changes, you must access the Web Account Care Center immediately and change your address.

11 Using the C Cash Account

You may use the C Card for the following purposes:

- Pay for goods and services at accepting locations on and around campus
- b. Obtain balances and review transaction activity online.
- c. Access telephone customer support.
- Add value to C Cash account using a check, credit card or debit card.

11.1 C Cash Account Spending &-Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$500
Daily Self-Service Spend Limit	\$20
Minimum Value Add	\$5
Maximum Value Add	\$500
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$750
Accepting Locations	All

12 Adding Value to C Cash Accounts

You, Contributors and Authorized Guest Users may add value to select C Card Accounts at the Web Account Care Center or by mail subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional value to C Card Account, in Our sole discretion. If any transfer of value to a C Cash account becomes subject to any stop payment order or chargeback after value has been credited to the C Cash account, We will be entitled to recover the full amount of the stopped or charged-back payment by deducting an equivalent amount from the C Cash account.

12.1 Value Availability

Credit Card, Debit Card, and Cash Payments will be made available to the Cardholder on the same business day as the payment.

12.2 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your C Cash account via the C Card Program Website without logging-in to Your account by entering unique personal information, then following prompts on the web site. You acknowledge and agree that Contributors may add value in this manner.

12.3 Saved Payment Methods

You and Authorized Guest Users may save payment methods on file for convenient future use. If the Payment Method is determined to be invalid for any reason We will notify You and ask that You update the payment method information. We reserve the right to remove invalid C Cards from Your account at Our discretion. You or Authorized Guest Users may edit saved payment methods at any time at the Web Account Care Center.

12.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your C Cash account on a recurring basis using a payment method saved on file. You or Authorized Guest Users may edit or delete these instructions at any time at the Web Account Care Center.

13 Making Purchases with C Cash

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

14 C Cash Receipts

You agree to sign a receipt for any transaction made with Your C Cash account where requested by the accepting location. You will receive a receipt for most transactions. You may not receive a receipt at certain self-service locations.



15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible C Cash account, the transaction will be declined. If, for any reason, a transaction is processed for more than the value in the C Cash account, You are liable for that entire amount and agree to pay any overdraft immediately on demand. We reserve the right to (i) automatically debit such overdrafts from any available value present now or in the future on this C Cash account, (ii) suspend Your C Cash account until payment on negative account is made in whole and (iii) All financial obligations for tuition, fees and other costs and charges of a student to all departments or enterprises of the College must be satisfied in full before the student will be permitted to receive transcripts, to receive a diploma, or register for or enter classes in any succeeding term.

16 Loyalty and Discount Programs

From time to time, We may, at Our sole discretion, offer loyalty and discount programs that allow You to accumulate and receive benefits, awards and discounts from accepting locations. You agree that Your C Cash account use with individual locations may be tracked and recorded by us so that You may participate and benefit from these programs.

17 Lost or Stolen C Cards

Tell Us AT ONCE if (i) Your C Card has been lost or stolen or (ii) You believe someone has made a purchase using Your C Cash account without Your permission. You may be responsible for the unauthorized use of the C Cash account if You fail to notify Us that the C Card has been lost or stolen You can suspend Your C Cash account at the Web Account Care Center or by calling us at 704-669-4024 or by contacting the Jim & Patsy Rose Library. When Your C Card has been reported lost or stolen, We will suspend the C Cash account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$5.

17.1 Re-Activating C Cash Account

If You find Your C Card after it has been reported lost, You may re-activate the C Cash account if (i) the re-activate request is received within two days of the card being suspended and (ii) a new card has not been issued. You can reactivate Your C Cash account at the Web Account Care Center.

18 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the C Cash account with the merchant or location that accepted the C Card. If You are entitled to a refund for any reason for goods or services obtained with the C Cash account, You agree to accept credits to the C Cash account in place of cash.

19 Error Resolution

If You think Your statement or receipt is wrong or if You need more information about a transaction listed on Your statement or receipt, please contact us as soon as You can using the information in the Contact section of this agreement.

We must hear from You no later than 60 days after We made available the First electronic statement on which the problem or error appeared. When calling or notifying us You must:

- a. Include the account holder name and account number
- Describe the transaction in question and explain as clearly as possible the discrepancy.
- c. Indicate the dollar amount of the transaction.

If an account holder makes an oral request, We may require that the account holder send the question in writing within 10 business days.

We will tell You the results of Our investigation within 10 business days after We hear from You and will correct any error promptly. If We need more time, We may take up to 45 days to investigate the discrepancy. If We decide to do this, We will re-credit the account holder's account within 10 business days for the amount of the discrepancy, so that the account holder will have use of the value during the time it takes us to complete Our investigation. If the account holder is asked to put the discrepancy in writing and We do not receive it within 10 business days, We may not re-credit the account.

If We decide that there was no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents used in the investigation.

20 Inactivity

If You do not use or re-load a C Cash account for six (6) consecutive calendar months, the Account will be considered inactive and You may be charged a monthly Inactivity Fee. If a C Cash account is inactive for six (6) consecutive months and has zero value it will be closed.

21 Unclaimed Property

If You do not access Your C Cash account for a period of one (1) year, it will be terminated and any funds remaining in the account will be unrecoverable.

22 Service Fees

We will charge You the fees and charges set forth on the Schedule of Fees and Charges attached hereto and incorporated herein by reference. All fees and charges will be deducted automatically from the C Cash balance at the time the fee or charge is incurred.

Returned Payment/Check \$35.00/each Card Replacement \$5.00/Card

23 Cancellation; Suspension of Use

Cleveland Community College and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the C Card and/or C Cash account. Cleveland Community College may refuse to issue a C Card or may revoke the C Card privileges with or without cause or notice. The C Card at all times remains the property of Cleveland Community College and may be repossessed by Cleveland Community College at any time. If You would like to cancel use of the C Card or C Cash accounts, You may do so by contacting the Cleveland Community College in writing at Jim & Patsy Rose Library, 137 S. Post Rd. Shelby, NC 28152. Upon cancellation of the C Card privileges, the C Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid C Card. At all times, You shall surrender the C Card to us upon request.

We reserve the right to assess an Account Closing Fee.

24 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your C Cash account within a reasonable period of time or in the correct amount according to our agreement with you, we will be liable, to the extent permitted by state law, for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, You do not have enough money in his or her account to make the transfer.
- b. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If, through no fault of ours, there is a delay in transferring data between computer systems.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- e. If an accepting location refuses to honor the C Card



25 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your C Cash account or the transactions You make:

- a. where it is necessary for completing transactions
- b. in order to comply with government agency or court orders
- c. if You give us Your written permission
- d. to carefully selected service providers who perform data processing, records management, collections, and other services for us, in order that they may perform those services.
- e. in order to prevent or investigate possible illegal activity
- f. in order to issue payment authorizations for transaction on the C Cash account; or
- g. where otherwise provided by law or Our privacy policy.