



Crimson Cash Terms & Conditions

Please read and acknowledge this Agreement before using your Crimson Cash account. It contains the terms and conditions of the Crimson Cash account linked to Your Crimson Card. By adding value, registering for online account access and/or using Your Crimson Cash account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Crimson 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 Transylvania University (students), terminates employment (faculty/staff/employees) or the participant's Crimson Card expires (other individuals).

Definitions

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

Crimson Card Description

Your Crimson Card is your official Transylvania University identification as well as a multi-function card that can be used to access your meal plan and Dining Dollars, door access, and Crimson Cash.

Eligibility

- You are an authorized member of Transylvania University.
- You have the following data on record with Transylvania University: First Name, Last Name, Date of Birth
- You are at least sixteen 16 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.
- 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 Crimson Cash Account feature of Your Crimson Card.

Contact Information

If You have questions regarding Your Crimson Card or Crimson Cash account You may call (859) 233-8154, email CrimsonCard@transy.edu or write to the Crimson Card Office, Transylvania University, 300 N. Broadway, Lexington, KY 40508. You may also get support by visiting our website at <https://transy.campuscardcenter.com>.

Card Accounts

Your Crimson Card can be linked with and used to access value in a Prepaid Account. There is no credit card, credit account or deposit account associated with the Crimson Card. Crimson Cash account funds are aggregated in a bank account maintained by the University. Cardholder, Card and Account information are kept on computer systems maintained by the University and Service Providers contracted by the University. You agree and give the University permission to share your personal information with such Service Providers to enable them to perform data processing required to provide these and other Card related services.

Transylvania University is not acting as a trustee, fiduciary or escrow with respect to value in Crimson 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 individual Cardholder Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

Registration

You can register for online account access to Your Crimson Cash account at the Crimson Card Account Center <https://transy.campuscardcenter.com>. In order to register Your Crimson Cash account You must validate personal information, provide information from Your Crimson Card, agree to these Crimson 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, Transylvania University has the right to terminate Your use of the Service and Transylvania University, its agents, suppliers, and subcontractors have the right to recover from You any costs or losses incurred as a direct or indirect result of inaccurate or incomplete information.

Password & Security

You should 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 Crimson Cash account secure. You will be responsible and liable for all instructions received at the Crimson Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Transylvania University is not responsible for losses incurred by the Cardholders as the result of their misuse of passwords.

Unauthorized Use

If You use, or attempt to use Your Crimson 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 Crimson Cash account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available.

Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Crimson Cash account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Transylvania University in electronic form. Electronic Communications may be posted on the pages within the Crimson Card Program Website and/or delivered to Your email 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. Transylvania University 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 Transylvania University in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, Transylvania University will terminate Your right to use the Crimson 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, you agree to notify us immediately using the information of the Contact section of this agreement.

Correct Email and Mailing Address

You agree and warrant that You have access to the Internet and to a current functional personal email address. You have the sole responsibility for providing Transylvania University with a correct and operational email address. Transylvania University will not be liable for any undelivered email communications or any costs You incur for maintaining Internet access and an email account. You must promptly notify Transylvania University of any change in Your email.

If your mail or postal address changes, you must access the [Self-Service](https://selfserv.transy.edu/Student/Account/Login) <https://selfserv.transy.edu/Student/Account/Login> immediately and change your address.

Using the Crimson Cash Account

You may use the Crimson Card for the following purposes:

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

Adding Value to Crimson Cash Accounts

You, Contributors and Authorized Guest Users may add value to your Crimson Cash account at the Crimson Card Account Center <https://transy.campuscardcenter.com> or by mail, subject to the limitations provided herein.

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

Value Availability

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

Quick Re-Value

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

Saved Payment Methods

You and Authorized Guest Users may save payment methods on file for convenient future use. If a saved 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 or expired cards from Your account at Our discretion. You or Authorized Guest Users may edit saved payment methods at any time at the Crimson Card Account Center <https://transy.campuscardcenter.com>.

Making Purchases with Crimson Cash

You must have sufficient value available in Your Crimson Cash account to pay for each transaction. Each time You use Your Crimson 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 Crimson Cash account, you are responsible for providing a secondary form of payment to complete the transaction.

Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible Crimson Cash account, the transaction will be declined. For self-service transactions, your account must have a balance at least as high as the highest priced item available for sale at the self-service location. Your account will be charged only the amount of the purchase actually selected;

however, your transaction history may temporarily show the transaction at the higher amount. If, for any reason, a transaction is processed for more than the value in the Crimson 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 Crimson Cash account or any other Crimson Card Accounts or Payment Methods You have on file at Transylvania University, (ii) suspend Your Crimson Cash account until payment on negative account is made in whole. All financial obligations for tuition, room, board, fees and other costs and charges of a student to all departments or enterprises of the University 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.

If any funds to which You are not legally entitled are credited to Your Account by mistake or otherwise, You agree that such amounts are debts owing from You to Us and You authorize Us to deduct such amounts from Your Account to the extent permitted by law. You authorize Us to take this action without Notice or demand to You.

Lost or Stolen Crimson Cards

You agree to notify us immediately if (i) Your Crimson Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Crimson Cash account without Your permission. You may be responsible for the unauthorized use of the Crimson Cash account if You fail to notify Us that the Crimson Card has been lost or stolen. You can suspend Your Crimson Cash account at the Crimson Card Account Center <https://transy.campuscardcenter.com> or by calling us at (859) 233-8154 or by contacting the Crimson Card Office in Old Morrison Room 105. When Your Crimson Card has been reported lost or stolen, We will suspend the Crimson Cash account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$20.

Re-Activating Crimson Cash Account

If You find Your Crimson Card after it has been reported lost, You may reactivate the Crimson 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 re-activate Your Crimson Cash account at the Crimson Card Account Center <https://transy.campuscardcenter.com>.

Disputes/Returns

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

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 possible 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:

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

If You make an oral request, We may require You to send the question in writing within 10 business days.

We will make best efforts to complete Our investigation within 10 business days after We hear from You and will correct any error promptly. However, We may take up to 45 days to investigate the discrepancy. If We take more than 10 days to investigate a problem, We will re-credit the account holder's account within 10 business days for the amount of the 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.

Account Refunds

Any balance on your Crimson Cash account when you leave Transylvania University will first be applied to any outstanding balance you may owe to the University. Remaining Crimson Cash balances in excess of \$10 will be refunded to you. No refunds will be issued for amounts less than \$10. Refunds will be made by ACH to the bank account you provided to the University, or by check to Your mailing address on file unless a specific address if no bank account information is on file.

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 Crimson Cash balance at the time the fee or charge is incurred.

- Returned Payment/Check \$10.00/each
- Card Replacement \$20.00/Card

Fees are subject to change at our sole discretion.

Cancellation; Suspension of Use

Transylvania University and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Crimson Card and/or Crimson Cash account. Transylvania University may refuse to issue a Crimson Card or may revoke the Crimson Card privileges with or without cause or notice. The Crimson Card at all times remains the property of Transylvania University and may be repossessed by Transylvania University at any time. If You would like to cancel the use of the Crimson Card or Crimson Cash accounts, You may do so by contacting the Crimson Card Office in writing at Transylvania University, 300, N. Broadway, Lexington, KY. Upon cancellation of the Crimson Card privileges, the Crimson Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Crimson Card. You agree to surrender the Crimson Card to us upon request.

Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Crimson 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 instances including, but not limited to, the following:

- If, through no fault of ours, You do not have enough money in his or her account to make the transfer.
- 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.
- If an accepting location refuses to honor the Crimson Card

Disclosure of Account Information to Third Parties

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

- where it is necessary for completing transactions,
- in order to comply with government agency or court orders,
- if You give us Your written permission,
- 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,
- in order to prevent or investigate possible illegal activity,
- in order to issue payment authorizations for transaction on the Crimson Cash account; or
- where otherwise provided by law or Our privacy policy.

Changes in Terms and Conditions

We reserve the right to change the terms of this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without notice to You unless We are required by applicable law to provide You with advance written notice of the proposed change. In such instances, those changes will be effective immediately after We have provided You with the required advance written notice following the effective date stated in such notice. If, however, the change is made for security purposes, We will implement the change without any notice to You. If You do not accept any change to this Agreement, You have the right to terminate this Agreement in the manner provided for herein.