

Terms and Conditions, Everett Community College “EvCC Card”

Please read and acknowledge this Agreement before using your **EvCC Card**. It contains the terms and conditions of the **EvCC Card**. By adding value to your EvCC Card, registering for online account access and/or using your EvCC Card account, you agree to be bound by the terms and conditions contained in this agreement, which will govern your use of the EvCC Card 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 Everett Community College (students), terminates employment (faculty/staff/employees) or the participant’s EvCC Card expires.

Card Registration

You can register for online account access to your EvCC Card account at the Web Account Care Center. In order to register Your EvCC Card account You will need to validate personal information, provide information from your EvCC Card, agree to these EvCC Card 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, Everett Community College has the right to terminate your use of the service and Everett 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.

Disclosure of information to third parties

We will disclose information to third parties about your EvCC Card 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 banking account; or
- g. where otherwise provided by law or our privacy policy.

Eligibility

- a. You are an authorized student or staff member of Everett Community College .
- b. You have the following data on record with : 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.

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 card use with individual locations may be tracked and recorded by us so that you may participate and benefit from these programs.

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 EvCC Card account secure. You will be responsible and liable for all instructions received at the EvCC Card Program Website that are accompanied by your password, regardless of whether those instructions actually come from You. Everett Community College 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 EvCC 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 EvCC Card account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.

Cancellation; Suspension of Use

Everett Community College and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel your use of the EvCC Card and/or Banking account. Everett Community College may refuse to issue a EvCC Card or may revoke the EvCC Card privileges with or without cause or notice. The EvCC Card at all times remains the property of Everett Community College and may be repossessed by at any time. If you would like to cancel use of the EvCC Card, you may do so by contacting in writing at, EvCC Campus Card Service Center – PO Box 1305 Doylestown PA 18901. If you have remaining funds in your bank account on the card, you should withdraw those funds before cancelling your card. Upon cancellation of the EvCC Card privileges, the EvCC Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid EvCC Card. At all times, you shall surrender the EvCC Card to us upon request.

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 a right to terminate this agreement in a manner provided for herein.

If you do not agree with all of these statements, you cannot activate and/or use some of the DEBIT card account features of your EvCC Card.

Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us and Our each mean Everett Community College.
- c. Cardholder means an individual in whose name and for whose benefit a EvCC Card is to be issued or has been issued by .
- d. College means Everett Community College.
- e. Service Provider means a third party contracted by that provides certain support and marketing services for Your EvCC Card and EvCC Card account
- f. EvCC Card means the Official ID Card issued by Everett Community College to Cardholder.
- g. EvCC Card account means an account that can be accessed using Your EvCC Card.
- h. Card Program Website means the Website containing information about the EvCC Card Program.
- i. Web Account Care Center means the area of the EvCC Card Program Website where Cardholders may login and manage their individual EvCC Card and EvCC Card account.
- j. Registration means the electronic process used by Cardholder to set-up online EvCC Card account access at the EvCC Card Program Website.
- k. Web User Account means the Cardholder account that enables a Cardholder to access and manage their EvCC Card account via the Web Account Care Center.