



International House Terms & Conditions

Please read and acknowledge this Agreement before using your I-House Access account. It contains the terms and conditions of the I-House Access account linked to Your University of California Berkeley Identification Card. By adding value, registering for online account access and/or using Your I-House Access account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the I-House Access account. Please read this agreement. The term of this contract begins when these terms are acknowledged and ends when the participant moves out of International House.

1 Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us and Our each mean International House.
- c. Cardholder means an International House resident in whose name and for whose benefit a University of California Berkeley Identification Card, or a Temporary CCure I-House Entry Card has been issued by the University of California Berkeley or International House.
- d. Contributor means an individual other than the Cardholder who loads value to an I-House Access 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.
- f. Service Provider means a third party contracted by International House that provides certain support for Your University of California Berkeley Identification Card, or a Temporary CCure I-House Entry Card and I-House Access account
- g. I-House Access account means an account with pre-paid value that can be accessed using Your University of California Berkeley Identification Card, or a Temporary CCure I-House Entry Card, which may have one or more accounts.
- h. Card Program Website means the Website containing information about the I-House Access Account Program.
- i. Web Account Care Center means the area of the I-House Access Program Website where Cardholders may login and manage their individual I-House Access account.
- j. Card Payment Service means a service whereby a Cardholder can access value associated with one or more I-House Access accounts linked to his/her University of California Berkeley Identification Card, or a Temporary CCure I-House Entry Card.
- k. Registration means the electronic process used by Cardholder to set-up online I-House Access account access at the I-House Access website.
- l. Accepting Location means a point-of-sale location that is authorized to accept the I-House Access account for the purchase of goods and services.
- m. Web User Account means the account that enables You to access and manage Your I-House Access account via the Web Account Care Center.
- c. You are at least eighteen (18) 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 I-House Access Account feature of Your University of California Berkeley Identification Card or CCure I-House Entry Card.

4 Contact Information

If You have questions regarding Your I-House Access account, please call the I-House Cashier at 510-642-9464 or email ihaccounting@berkeley.edu. You may also get support by visiting Our Website at ihouse.campuscardcenter.com

5 Card Accounts

Your University of California Berkeley Identification Card, or a Temporary CCure I-House Entry 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 these cards. I-House Access account funds are aggregated in a bank account maintained by International House. Cardholder, Card and Account information are kept on computer systems maintained by International House and Service Providers contracted by International House. You agree and give International House 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.

International House is not acting as a trustee, fiduciary or escrow with respect to value in I-House Access 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).

6 Registration

You can register for online account access to Your I-House Access account at the Web Account Care Center. In order to register Your I-House Access account You must validate personal information, provide information from Your University of California Berkeley Identification Card, or a Temporary CCure I-House Entry Card, agree to these I-House Access 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, International House has the right to terminate Your use of the Service and International House, 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.

2 I-House Access Description

Your University of California Berkeley Identification Card, or a Temporary CCure Entry Card is a multiple function card that can be used for the following applications:

- a. Official International House Identification
- b. Access device for board plan and café flex dollar accounts.
- c. Access device for one or more pre-paid I-House Access accounts.

3 Eligibility

- a. You are an authorized member of International House.
- b. You have the following data on record with International House: First Name, Last Name, Date of Birth



7 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 I-House Access account secure. You will be

responsible and liable for all instructions received at the I-House Access Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. International House 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 University of California Berkeley Identification Card, or a Temporary CCure Entry 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 I-House Access 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 I-House Access account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from International House in electronic form. Electronic Communications may be posted on the pages within the I-House Access 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. International House 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 International House in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, International House will terminate Your right to use the I-House Access 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.

10 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 International House with a correct and operational email address. International House 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 International House of any change in Your email.

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

11 Using the I-House Access Account

You may use the University of California Berkeley Identification Card, or a Temporary CCure Entry Card for the following purposes:

- a. Pay for goods and services at accepting locations in International House
- b. Obtain balances and review transaction activity online.
- c. Add value to I-House Access account using a credit card or debit card.

You may only have one I-House Access Account. We reserve the right to restrict the use of Accounts to certain qualifying locations. When authorizing an International House purchase, we will search for funds in Your eligible Account. You agree that We may use value from more this one account to complete a single purchase.

11.1 I-House Access Account Spending &-Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$50
Minimum Value Add	\$1.00
Maximum Value Add	\$100
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$100
Accepting Locations	Laundry, Printing

12 Adding Value to I-House Access Accounts

You, Contributors and Authorized Guest Users may add value to your I-House Access Account at the Web Account Care Center, subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional value to I-House Access Accounts, in Our sole discretion. If any transfer of value to a I-House Access account becomes subject to any stop payment order or chargeback after value has been credited to the I-House Access 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 I-House Access account.

12.1 Value Availability

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

12.2 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your I-House Access account via the I-House Access 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 a saved Payment Method is determined to be invalid for any reason We may 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 Web Account Care Center.



12.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your I-House Access 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 I-House Access

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

14 I-House Access Receipts

You agree to sign a receipt for any transaction made with Your I-House Access account where requested by the accepting location. You may not receive a receipt at dining halls and certain self-service locations such as vending, laundry and copy machines.

15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible I-House Access 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 I-House Access 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 I-House Access account or any other Accounts or Payment Methods You have on file at International House, (ii) suspend Your I-House Access account until payment on negative account is made in whole. All financial obligations for the I-House Access account, room, board, fees and other costs and charges of a resident of International House must be satisfied in full before the resident will be permitted to receive a refund of his or her security deposit.

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.

16 Lost or Stolen Cards

You agree to notify us immediately if (i) Your University of California Berkeley Identification Card, or a Temporary CCure Entry Card has been lost or stolen or (ii) You believe someone has made a purchase using Your I-House Access account without Your permission. You may be responsible for the unauthorized use of the I-House Access account if You fail to notify Us that the University of California Berkeley Identification Card, or a Temporary CCure Entry Card has been lost or stolen. You can suspend Your I-House Access account at the Web Account Care Center or by calling us at 510-642-9464 or by contacting the International House Cashier at ihaccounting@berkeley.edu. When Your University of California Berkeley Identification Card, or Temporary CCure Entry Card has been reported lost or stolen, We will suspend the I-House Access account to prevent unauthorized use. You will need to request a replacement card, which may carry a fee.

16.1 Re-Activating I-House Access Account

If You find Your University of California Berkeley Identification Card, or Temporary CCure Entry Card after it has been reported lost, You may re-

activate the I-House Access 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 I-House Access account at the Web Account Care Center.

17 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the I-House Access account with the International House Department that is responsible for the goods or service. If You are entitled to a refund for any reason for goods or services obtained with the I-House Access account, You agree to accept credits to the I-House Access account in place of cash.

18 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 the International House Cashier at 510-642-9464 or send an email to ihaccounting@berkeley.edu as soon as possible.

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 notifying us in writing You must:

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

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 decide that there was no error, We will send You a written explanation within three business days after We finish Our investigation.

19 Account Refunds

Eligible refunds are processed upon request or when a resident moves out of International House and will be completed within 4-6. Refund requests must be submitted in writing to IHaccounting@berkeley.edu.

I. Refund to You:

- a. You may request a refund of your I-House Access account balance otherwise it will be refunded when you move out of International House.
- b. Refunds are processed when:
 - i. The accounts balance is \$10.01 or more AND
 - ii. A written refund request is submitted or the Resident has moved out of International House.
- c. No refunds will be issued for amounts less than \$10, any balances less than \$10 will be transferred to the I-House Council Socially Responsible Scholarship Fund for residents with financial need.

d. Refund Methods:

i. Checks: Refund checks will be mailed to Your mailing address on file unless a specific address is provided with the refund request. We are not responsible for lost or misdirected mail, or for Your failure to notify Us of a change of address, or for Your failure to arrange mail forwarding with the United States Postal Service;

ii. Credit Card: If a credit card was used to add value to I-House Access the refund can be posted to the same credit card if: 1. the add value was performed within the last 6 months and 2. refund amount is less than last add value transaction and 3. The credit card account is still valid.



20 Inactivity

If You do not use or re-load a I-House Access account for three (3) consecutive calendar months, the Account will be considered inactive and will be refunded and closed. If a I-House Access account is inactive and has zero value it will be closed.

21 Cancellation; Suspension of Use

International House and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the University of California Berkeley Identification Card, or Temporary CCure Entry Card and/or I-House Access account. International House may refuse to issue an I-House Access account or may revoke the privileges with or without cause or notice. You agree not to use or attempt to use an expired, revoked or

otherwise invalid University of California Berkeley Identification Card, or Temporary CCure Entry Card. You agree to surrender the University of California Berkeley Identification Card, or a Temporary CCure Entry Card to us upon request.

We reserve the right to assess an Account Closing Fee.

22 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your I-House Access 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:

- a. 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.
- c. If, through no fault of ours, there is a delay in transferring data between computer systems.
- d. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- e. If an accepting department refuses to honor the I-House Access account.

23 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your I-House Access account or the transactions You make only:

- 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 I-House Access account; or
- g. where otherwise provided by law or Our privacy policy.

24 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.