### Terms and Conditions, OneCard

Please read and acknowledge this Agreement before using your OneCard account. It contains the terms and conditions of the OneCard account linked to your OneCard. By adding value to your OneCard, registering for online account access and/or using your OneCard account, you agree to be bound by the terms and conditions contained in this agreement, which will govern your use of the OneCard account. Please read this agreement carefully.

The OneCard serves as your college Identification Card. It can be used to check-out library materials, and to access discounts at participating businesses as those are negotiated by the college. If you choose, you can open and link the card to a pre-paid US Bank debit MasterCard account. When you register your card, you will also have the option of choosing to have your financial aid disbursements directly deposited to your pre-paid US Bank debit MasterCard account.

If you choose to have your financial aid disbursements directly deposited into a pre-paid debit MasterCard account, or to open a pre-paid debit MasterCard account without a financial aid disbursement, you will be required to sign US Bank's terms and conditions for that account and will be personally responsible for any banking fees that you may incur while using the card. If the College discovers that the electronic transmission for a financial aid disbursement will result in an overpayment of financial aid due and payable, the College shall have the authority to immediately terminate any transfer made.

When you register your card, you will also have the option of having your financial aid disbursement directly deposited to a personal checking or savings account of your own choice.

Additional services may be added to your OneCard in the future. The college will provide you with additional information regarding those services as they become available.

## **Definitions**

The following definitions apply to the terms in this Agreement.

- a. "You" and "Your" each mean the Cardholder.
- b. "We," "Us" and "Our" each mean Kern Community College District.
- c. "Cardholder" means an individual in whose name and for whose benefit a OneCard is to be issued or has been issued by Kern Community College District.
- d. "College" means Kern Community College District.
- e. "Service Provider" means a third party contracted by Kern Community College District that provides certain support and marketing services for Your OneCard.
- f. "OneCard" means the Official Kern Community College District ID Card issued by Kern Community College District to Cardholder.

- g. "OneCard account" means a DEBIT CARD account that can be accessed using Your OneCard.
- h. "Card Program Website" means the Website containing information about the OneCard Program. https://kccd.campuscardcenter.com
- i. "Web Account Care Center" means the area of the OneCard where Cardholders may login and manage their individual OneCard. https://kccd.campuscardcenter.com
- j. "Registration" means the electronic process used by Cardholder to set-up online OneCard account access at the OneCard Program Website.
- k. "Web User Account" means the Cardholder account that enables a Cardholder to access and manage their OneCard account via the Web Account Care Center.

## **Contract Term**

The term of this contract begins when you acknowledge this account by adding value to your OneCard, registering for online account access and/or by using your OneCard, and ends when the participant graduates or withdraws from Kern Community College District (students), terminates employment (faculty/staff/employees) or the participant's OneCard expires.

### **Card Registration**

You can register for online access to your OneCard account at the Web Account Care Center, located at https://bellevue.campuscardcenter.com/ch/login.html. To register your OneCard account you will need to validate personal information, provide account information on your OneCard, agree to these OneCard account Terms & Conditions, and create a web user account including a login and password.

### **Terms of Use**

Through your acknowledgement of this Agreement and in consideration for the use of your OneCard service, 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, Kern Community College District has the right to terminate your use of the service and Kern Community College District 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 OneCard account under the following circumstances:

- 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 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. where otherwise provided by law or College policies governing employee or student privacy.

## **Eligibility**

To participate in the OneCard service, you must meet all of the following criteria:

- a. You must be enrolled as a student or employed as a staff member of Kern Community College District; and
- b. You must have the following data on record with Kern Community College District: First Name, Last Name, Date of Birth; and
- c. You must be at least thirteen (13) years of age, if you are under eighteen (18) your parent or legal guardian must review and acknowledge these terms and conditions on your behalf, and
- d. You must acknowledge 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 certain participating businesses and service providers. 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 OneCard secure. You will be responsible and liable for all instructions received at the OneCard Program Website that are accompanied by your password, regardless of whether those instructions actually come from you. Kern Community College

District is not responsible for losses incurred by Cardholders resulting from their disclosure and/or misuse of confidential information or password.

#### **Unauthorized Use**

If you use, or attempt to use your OneCard 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 OneCard will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available, and to employee or student disciplinary proceedings.

### **Cancellation; Suspension of Use**

Kern Community College District and its service providers, in their sole and absolute discretion, may limit, suspend or cancel your use of the OneCard and/or Banking account. Kern Community College District may refuse to activate a OneCard or may revoke the OneCard privileges with or without cause or notice. The OneCard at all times remains the property of Kern Community College District and may be repossessed by Kern Community College District at any time. If you would like to cancel use of the OneCard, you may do so by contacting Kern Community College District in writing at Kern Community College District, Campus Card Program, 2100 Chester Ave., Bakersfield, CA 93301. If you have remaining funds in your bank account on the card, you should withdraw those funds before cancelling your account. You agree not to use or attempt to use an expired, revoked or otherwise invalid OneCard. At all times, you shall surrender the OneCard 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 OneCard.