

# Laker1Card Terms & Conditions

Please read and acknowledge this Agreement before using your Laker1Card accounts. It contains the terms and conditions of the Laker Bucks account linked to your Southwestern Oregon Community College Laker1Card. By adding value, registering for online account access and/or using your Laker1Card or Laker Bucks account, you agree to be bound by the terms and conditions contained in this agreement, which will govern your use of the Laker1Card accounts. Please read this agreement. The term of this contract begins when these terms are acknowledged and ends when the participant graduates or withdraws from Southwestern Oregon Community College (students), terminates employment (faculty/staff/employees), or the participant's Southwestern Oregon Community College Laker1Card expires (other individuals).

## 1 Definitions

- a. "You" and "your" each mean the Cardholder.
- b. "We", "us" and "our" each means Southwestern Oregon Community College.
- c. "Cardholder" means an individual in whose name and for whose benefit a Southwestern Oregon Community College Laker1Card is to be issued or has been issued by Southwestern Oregon Community College.
- d. "Contributor" means an individual other than the Cardholder who loads value to a Laker1Card 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. "School" means Southwestern Oregon Community College.
- g. "Service Provider" means a third party contracted by Southwestern Oregon Community College that provides certain support and marketing services for your Southwestern Oregon Community College Laker1Card.
- h. "Southwestern Oregon Community College Laker1Card" means the Official Southwestern Oregon Community College ID Card issued by Southwestern Oregon Community College to Cardholder.
- i. "Laker Bucks account" means an account with pre-paid value that can be accessed using your Southwestern Oregon Community College Laker1Card. A Southwestern Oregon Community College Laker1Card may have one or more accounts.
- j. "Card Program Website" means the Website containing information about the Southwestern Oregon Community College Laker1Card Program and Laker Bucks account.
- k. "Web Account Care Center" means the area of the Southwestern Oregon Community College Laker1Card Program Website where Cardholders may login and manage their individual Southwestern Oregon Community College Laker1Card accounts.
- l. "Card Payment Service" means a service whereby a Cardholder can access value associated with one or more accounts linked to his/her Southwestern Oregon Community College Laker1Card.
- m. "Registration" means the electronic process used by Cardholder to set-up online Laker1Card account access at the Southwestern Oregon Community College Laker1Card Program Website.
- n. "Accepting Location" means a point-of-sale location that is authorized to accept the Laker1Card account for the purchase of goods and services.
- o. "Web User Account" means the account that enables you to access and manage your Laker1Card accounts via the Web Account Care Center.
- b. You have the following data on record with Southwestern Oregon Community College: First Name, Last Name, Date of Birth.
- c. You are at least ten (16) years of age.
- 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 account features of your Southwestern Oregon Community College Laker1Card.

## 4 Contact Information

If you have questions regarding your Southwestern Oregon Community College Laker1Card you may log-on to your account at <https://socc.campuscardcenter.com/ch/login.html> or call (541)888-7352 for more information.

## 5 Card Accounts

Your Southwestern Oregon Community College Laker1Card can be linked with and used to access value in Pre-Paid Account called "Laker Bucks". There is no credit card, credit account or deposit account associated with the Southwestern Oregon Community College Laker1Card. Laker Bucks account funds are aggregated in a bank account maintained by the College. Cardholder, Card and Account information are kept on computer systems maintained by the College and Service Providers contracted by the College. You agree and give the College 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.

Southwestern Oregon Community College is not acting as a trustee, fiduciary or escrow with respect to value in Laker1Card 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 Laker Bucks account at the Web Account Care Center. In order to register your Laker Bucks account, you must validate personal information, provide information from your Southwestern Oregon Community College Laker1Card, agree to these Laker1Card 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, Southwestern Oregon Community College has the right to terminate your use of the Service and Southwestern Oregon 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 should not reveal your account login information or password(s) to anyone else. You must safeguard and protect the confidentiality of your

## 2 Southwestern Oregon Community College Laker1Card Description

Your Southwestern Oregon Community College Laker1Card is a multiple function card that can be used for the following applications:

- a. Official Southwestern Oregon Community College Identification
- b. Access device for one or more pre-paid Laker1Card accounts
- c. Access device for Dining Services Meal Plan accounts (as applicable)
- d. Access device for Copy/Print Quota and Vending accounts.

## 3 Eligibility

- a. You are an authorized member of The Southwestern Oregon Community College School.

password to keep your Laker1Card accounts secure. You will be responsible and liable for all instructions received at the Southwestern Oregon Community College Laker1Card Program Website that are accompanied by your password, regardless of whether those instructions actually come from you. Southwestern Oregon 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 Laker1Card 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 Laker1Card accounts 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 Laker1Card accounts and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive all Communications from Southwestern Oregon Community College in electronic form. Electronic Communications may be posted on the pages within the Southwestern Oregon Community College Laker1Card 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. Southwestern Oregon 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 Southwestern Oregon Community College in writing at the address in the Contact Section of these Terms & Conditions. If you revoke your consent to receive Communications electronically, Southwestern Oregon Community College will terminate your right to use the Laker1Card.

You agree to inspect your electronic statements and to notify Southwestern Oregon Community College of any erroneous, improper or unauthorized transactions. If your electronic statement indicates transactions that you did not make, you agree to notify Southwestern Oregon Community College 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 Southwestern Oregon Community College with a correct and operational email address. Southwestern Oregon Community College 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 Southwestern Oregon Community College 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 Laker1Card Accounts

You may use the Southwestern Oregon Community College Laker1Card for the following purposes:

- a. Pay for goods and services at accepting locations on and around campus.
- b. Obtain balances and review transaction activity online.
- c. Add value to Laker1Card account using a check, credit card or debit card.

### 11.1 Multiple Accounts

Your Southwestern Oregon Community College Laker1Card may be associated with multiple Accounts. Each Account has its own policies and rules pertaining to acceptance, online account access and funds loading. We reserve the right to restrict the use of Accounts to certain qualifying locations. When authorizing a Southwestern Oregon Community College Laker1Card purchase, we will search for funds across all of your eligible Accounts in a

specific order consistent with our acceptance policies. You agree that we may use value from more than one account to complete a single purchase.

### 11.2 Laker1 Card Account Spending &-Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$500
Daily Self-Service Spend Limit	\$25
Minimum Value Add	\$20
Maximum Value Add	\$3,000
Minimum Transaction Amount	\$0.02
Maximum Transaction Amount	\$500
Accepting Locations	All

## 12 Adding Value to Laker1Card Accounts

You, Contributors and Authorized Guest Users may add value to select Southwestern Oregon Community College Laker1Card eligible 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 Southwestern Oregon Community College Laker1Card Accounts, in our sole discretion. If any transfer of value to a Laker1Card account becomes subject to any stop payment order or chargeback after value has been credited to the Laker1Card 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 Laker1Card account.

### 12.1 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.

### 12.2 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to your Laker Bucks account via the Southwestern Oregon Community College Laker1Card 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 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 Web Account Care Center.

### 12.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to your Laker1Card 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 Laker1Card

You must have sufficient value available in your Laker1Card accounts to pay for each transaction. Each time you use your Laker1Card accounts, 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 Laker1Card accounts, you are responsible for providing a secondary form of payment to complete the transaction.

## 14 Laker1Card Receipts

You agree to sign a receipt for any transaction made with your Laker1Card accounts where requested by the accepting location. You may not receive a receipt at the dining hall 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 Laker1Card accounts, 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 Laker1Card 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 Laker1Card account or any other Southwestern Oregon Community College Laker1Card Accounts or Payment Methods you have on file at Southwestern Oregon Community College, (ii) suspend your Laker1Card accounts 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 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 Laker1Card accounts' use at individual locations may be tracked and recorded by us so that you may participate and benefit from these programs.

## 17 Lost or Stolen Southwestern Oregon Community College Laker1Card

You agree to notify us immediately if (i) your Southwestern Oregon Community College Laker1Card has been lost or stolen or (ii) you believe someone has made a purchase using your Laker1Card without your permission. Any use of the card funds before a lost card is reported is the responsibility of the cardholder. You can suspend your Laker1Card at the Web Account Care Center or by contacting The Student First Stop Center at (541) 888-7352 M-F 10am – 4pm. If your Laker1Card is used for door access, you will need to contact those departments separately to deactivate the card. You may also request a replacement card. There is a card replacement card fee of \$10.

### 17.1 Re-Activating Laker1Card

If you find your Southwestern Oregon Community College Laker1Card after it has been reported lost, you may re-activate the Laker1Card 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 Laker1Card accounts at the Web Account Care Center. Once a replacement card is issued, no prior card may be re-activated.

## 18 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Laker1Card with the merchant or location that accepted the Southwestern Oregon Community College Laker1Card. If you are entitled to a refund for any reason for goods or services obtained with the Laker1Card, you agree to accept credits to the Laker1Card account in place of cash.

## 19 Error Resolution

The card owner is responsible for monitoring his/her account. All sales transactions incurred by the card owner are final at the time and point of sale. Any discrepancies must be reported at the time of purchase or the morning after the activity is noticed in writing to the Student First Stop Center. If an error has occurred, the affected transaction[s] will be adjusted.

## 20 Account Refunds

Refunds of positive Laker Bucks account balances greater than \$15 will be given only when the card owner no longer has an active relationship with Southwestern. Proof will be required. Partial withdrawals are not allowed. To receive a refund, you must not owe money to your College A/R account.

Eligible refunds are subject to a \$15 account refund and closing fee. Refunds will be completed within four to six weeks of a written request. Refund requests must be submitted in writing to: Southwestern Oregon Community College, Attn: Student First Stop Center, 1988 Newark Ave, Coos Bay, OR 97420.

## 21 Inactivity

Should 18 months pass in which no transactions take place and you the card owner are no longer affiliated with the Southwestern, you the card owner has never requested a refund, any funds remaining in the Laker Bucks account will be forfeited.

## 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 Laker1Card balance at the time the fee or charge is incurred.

Returned Payment/Check	\$25.00/each
Card Replacement	\$10.00/Card
Account Refund/Closing Fee	\$15.00/refund

Fees are subject to change at our sole discretion.

## 23 Cancellation; Suspension of Use

Southwestern Oregon Community College and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel your use of the Southwestern Oregon Community College Laker1Card account. The College may refuse to issue a Laker1Card or may revoke the Laker1Card privileges with or without cause or notice. The Laker1Card at all times remains the property of Southwestern Oregon Community College and may be repossessed by the College at any time. If you would like to cancel use of the Laker1Card account, you may do so by contacting Southwestern Oregon Community College in writing at Attn: Student First Stop Center, 1988 Newark Ave, Coos Bay, OR 97420. Upon cancellation the Laker1Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Laker1Card. You agree to surrender the Laker1Card 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 Laker1Card 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 your 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 Laker1Card.

## 25 Disclosure of Account Information to Third Parties

We will disclose information to third parties about your Laker1Card 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 Laker1Card account; or
- where otherwise provided by law or our privacy policy.