

Seminole State College of Florida

Blue & Gold Card Terms & Conditions

Please read and acknowledge this Agreement before using Your Blue & Gold Card account. It contains the terms and conditions of the Blue & Gold Card account linked to Your Blue & Gold Card. By adding money, registering for online account access and/or using Your Blue & Gold Card account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Blue & Gold 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 Seminole State College of Florida (students), terminates employment (faculty/staff/employees) or the participant's Blue & Gold Card expires (other individuals).

1. Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us and Our each mean Seminole State College of Florida.
- c. Cardholder means an individual in whose name and for whose benefit a Blue & Gold Card is to be issued or has been issued by Seminole State College of Florida.
- d. Contributor means an individual other than the Cardholder who loads money to a Blue & Gold Card 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. College means Seminole State College of Florida.
- g. Service Provider means a third party contracted by Seminole State College of Florida that provides certain support and marketing services for Your Blue & Gold Card and Blue & Gold Card account.
- h. Blue & Gold Card means the Official Seminole State College of Florida ID Card issued by Seminole State College of Florida.
- i. Blue & Gold Card account means an account with pre-paid value that can be accessed using Your Blue & Gold Card.
- j. Card Program Website means the Website containing information about the Blue & Gold Card program.
- k. Web Account Care Center means the area of the Blue & Gold Card website where Cardholders may login and manage their individual Blue & Gold Card and Blue & Gold Card account.
- l. Card Payment Service means a service whereby a Cardholder can access value associated with one or more Blue & Gold Card accounts linked to his/her Blue & Gold Card.
- m. Registration means the electronic process used by Cardholder to set-up online Blue & Gold account access at the Blue & Gold Card Program Website.
- n. Accepting Location means a point-of-sale location that is authorized to accept the Blue & Gold Card for the purchase of goods and services.
- o. Web User Account means the account that enables You to access and manage Your Blue & Gold Card account via the Web Account Care Center.

2. Blue & Gold Card Description

- a. Official Seminole State College of Florida identification.
- b. Access device for any meal plan accounts.
- c. Access device for one or more prepaid Blue & Gold Card accounts.

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3. Eligibility

- a. You are an authorized member of Seminole State College of Florida.
- b. You have the following data on record with Seminole State College of Florida: First Name, Last Name, Date of Birth.
- c. 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.
- 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.
- e. If You do not agree with all of these statements, You cannot activate and/or use the Blue & Gold Card feature of Your Blue & Gold Card.

4. Contact information

If You have questions regarding Your Blue & Gold Card account You may call 407-708-2531, e-mail IDcard@seminolestate.edu, use the contact us form on www.seminolestate.edu/IDcard/contact/ or write to:

Seminole State College of Florida
Attn: Card Services in Auxiliary Services
100 Weldon Blvd.
Sanford, FL 32779-6199

5. Card Accounts

Your Blue & Gold Card can be linked with and used to access money in Pre-Paid Accounts. There is no credit card, credit account or deposit account associated with the Blue & Gold Card. Blue & Gold Card 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.

Seminole State College of Florida is not acting as a trustee, fiduciary or escrow with respect to money in Blue & Gold Card accounts, but is acting only as an agent and custodian. No interest, dividends or other earnings or return will be paid on any money loaded in Accounts. Money 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 Blue & Gold Card account at the Web Account Care Center. In order to register Your Blue & Gold Card account You must validate personal information, provide information from Your Blue & Gold Card account, agree to these Blue & Gold 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 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, Seminole State College of Florida has the right to terminate Your use of the Service and Seminole State College of Florida, 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

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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 Blue & Gold Card account secure. You will be responsible and liable for all instructions received at the Blue & Gold Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Seminole State College of Florida 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 Blue & Gold 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 Blue & Gold Card 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 Blue & Gold Card account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Seminole State College of Florida in electronic form. Electronic Communications may be posted on the pages within the Blue & Gold Card 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. Seminole State College of Florida 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 Seminole State College of Florida in writing at the address in the Contract Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, Seminole State College of Florida will terminate Your right to use the Blue & Gold Card 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 E-mail 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 Seminole State College of Florida with a correct and operational e-mail address. Seminole State 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 Seminole State College of Florida of any change in Your email.

Seminole State College will communicate to students and employees via the College-provided email account and is not responsible for any unread email communications to you.

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

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Accepting Locations All

11. Using the Blue & Gold Card Account

You may use the Blue & Gold Card for the following purposes:

- a. Pay for goods and services at accepting locations on and around campus/campuses.
- b. Obtain balances and review transaction activity online.
- c. Access telephone customer support
- d. Add money to Blue & Gold Card account using cash, credit card, or debit card.

11.1 Multiple Accounts

Your Blue & Gold Card 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 Blue & Gold Card 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 funds from more than one account to complete a single purchase.

11.2 Blue & Gold Account Spending & Add Money Limits

Account Rule	Limit
Daily Spend Limit	\$1000.00
Daily Self-Service Spend Limit	\$50.00
Minimum Value Online Add	\$10.00
Minimum Value Add Via Cash Loader	\$1.00
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$1,000.00

12. Adding Money to Blue & Gold Card Accounts

You, Contributors and Authorized Guest Users may add value to select Blue & Gold Card Accounts at the Web Account Care Center or by cash at the self-service machines, subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional money to Blue & Gold Card Accounts, in Our sole discretion. If any transfer of money to a Blue & Gold Card account becomes subject to any stop payment order or chargeback after money has been credited to the Blue & Gold Card account, regardless of whether You or someone else transferred the money to Your account, We will be entitled to recover:

- the full amount of the stopped payment or chargeback amount, plus
- any applicable fees, plus
- any additional costs, such as collection costs, and including, but not limited to, attorney/legal fees.

This will be accomplished by deducting the stopped payment amount or chargeback amount and the applicable fees and additional costs, from the Blue & Gold Card account. If there are insufficient funds in the Blue & Gold Card Account, We are authorized to pursue any other collection activities We deem necessary. If You are a student, this includes collection from your non-Title IV financial aid resources.

12.1 Money Availability

Credit Card, debit Card, and cash payments will be made available to the Cardholder on the same business day as the payment is received.

12.2 Quick Add Money

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Contributors (i.e. parents, family, friends) can add money to Your Blue & Gold Card account via the Blue & Gold Card Program Website without logging into Your account by entering unique personal information and following prompts on the web site. You acknowledge and agree that Contributors may add money to Your Blue & Gold Card account 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 Blue & Gold Card 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 Your Blue & Gold Card

You must have sufficient money available in Your Blue & Gold Card account to pay for each transaction. Each time You use Your Blue & Gold Card account, the amount of the transaction will be debited from the Account. You may not spend more money than You have on any given Account. Should Your purchase amount exceed the remaining balance in Your Blue & Gold Card account, You are responsible for providing a secondary form of payment to complete the transaction.

14. Blue & Gold Card Receipts

You agree to sign a receipt for any transaction made with Your Blue & Gold Card account where requested by the accepting location. You might not receive a receipt at self-service locations such as vending, network printing and copy machines.

15. Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the balance available in Your eligible Blue & Gold Card 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 balance in Your Blue & Gold Card 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 balance present now or in the future on this Blue & Gold Card Account or any other Blue & Gold Card accounts or Payment methods You have on file at Seminole State College of Florida, (ii) suspend Your Blue & Gold Card account until payment on negative account is made in whole. All financial obligations for tuition, 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.

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

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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. 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 Blue & Gold Card account use with individual locations may be tracked and recorded by Us so that You may participate and benefit from these programs.

17. Lost or Stolen Blue & Gold Cards

You agree to notify us immediately if (i) Your Blue & Gold Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Blue & Gold Card account without Your permission. You may be responsible for the unauthorized use of the Blue & Gold Card account if You fail to immediately notify Us that the Blue & Gold Card has been lost or stolen. You can suspend Your Blue & Gold Card account at the Web Account Care Center, or by calling us at Card Services: 407.708.2531. When Your Blue & Gold Card has been reported lost or stolen, We will suspend the Blue & Gold Card account to prevent unauthorized use. You may also request a replacement card. There is a card replacement fee. See **22. Service Fees**.

17.1 Re-Activating Blue & Gold Card Account

If You find Your Blue & Gold Card after it has been reported lost, You may reactivate the Blue & Gold Card 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 Blue & Gold Card account at the Web Account Care Center.

18. Disputes/Returns

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

19. 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:

- 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.

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 accountholder's account within 10 business days for the amount of the discrepancy, so that the account holder will have use of the value during the time it takes us to complete Our investigation. If the account

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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 ten business days after We finish Our investigation. You may ask for copies of the documents used in the investigation.

20. Account Refunds

Eligible refunds are processed upon request and will be completed within 4-6 weeks of a written request. Refund requests must be submitted in writing to:

Seminole State College of Florida
Blue & Gold Card Services
Auxiliary Services
100 Weldon Blvd.
Sanford, FL 32773

No refunds will be issued if Cardholder has a pending financial obligation to the College. Pending financial obligations must be satisfied prior to a Blue & Gold Card being granted.

1. Refund to You
 - a. You may request a refund of Your Blue & Gold Card account balance when You graduate, withdraw or leave Seminole State College of Florida. Proof of withdrawal or dismissal is required.
 - b. Refund requests from faculty and staff are accepted at any time.
 - c. Refunds are processed when:
 - i. The accounts balance is greater than \$10.00 AND
 - ii. A written refund request is submitted.
 - d. No refunds will be issued for amounts of \$10 or less.
 - e. Refund methods:
 - i. ACH: Refund will be posted to the bank account provided. A valid

routing and account number will be required.

- ii. Credit Card: If a credit card was used to add value to Blue & Gold Card 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.

21. Unclaimed Property

If You do not use Your Blue & Gold Card account for a period of one (21) year, it will be terminated. After the date of termination, We will use the information You provided to try to send You any funds that We are holding in custody for You. If that information is not correct, and We are unable to complete the payment to You, Your funds will be considered abandoned and will be escheated according to Florida abandoned property statutes.

22. Service Fees

We will charge You the fees and charges per this Blue & Gold Card Terms & Conditions document. All fees and charges will be deducted automatically from the Blue & Gold Card balance at the time the fee or charge is incurred. However, if the Blue & Gold Card balance is insufficient to pay the fees, you will be assessed the fees and directed to pay it to Seminole State College. Fees are subject to change at our sole discretion.

- a. A Card replacement fee of \$10 applies under the following circumstances. Payment of the fee must be received by Seminole State College prior to issuance of the replacement card.
 - Lost card.

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- Stolen card. However, if you provide a police report, you will not be charged the replacement fee.
- Damaged or broken cards. ID cards that break or become unreadable due to punched holes or damage.

b. Returned Check Fee: \$25.00

23. Cancellation; Suspension of Use

Seminole State College of Florida and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Blue & Gold Card and/or Blue & Gold Card account. Seminole State College of Florida may refuse to issue a Blue & Gold Card or may revoke the Blue & Gold Card privileges with or without cause or notice. The Blue & Gold Card at all times remains the property of Seminole State College of Florida and may be repossessed by Seminole State College of Florida at any time. If You would like to cancel use of the Blue & Gold Card or Blue & Gold Card accounts, You may do so by contacting Seminole State College of Florida in writing at IDcard@seminolestate.edu or

Seminole State College of Florida
Attn: Card Services in Auxiliary Services
100 Weldon Blvd.
Sanford, FL 32779-6199

Upon cancellation of the Blue & Gold Card privileges, the Blue & Gold Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Blue & Gold Card. You agree to surrender the Blue & Gold Card 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 Blue & Gold Card 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 Your 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 location refuses to honor the Blue & Gold Card.

25. Disclosure of Account information to Third Parties

We will disclose information to third parties about Your Blue & Gold Card 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.

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- e. in order to prevent or investigate possible illegal activity
- f. in order to issue payment authorizations for transaction on the Blue & Gold Card account, or
- g. where otherwise provided by law or Our privacy policy.

26. 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.