



# Lion Loot Terms & Conditions

Please read and acknowledge this Agreement before using your Lion Loot account. It contains the terms and conditions of the Lion Loot account linked to Your Mane Card. By adding value, registering for online account access and/or using Your Lion Loot account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Lion Loot 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 University of North Alabama (students), terminates employment (faculty/staff/employees) or the participant's Mane Card expires (other individuals). **The Mane Card is non-transferable. The use of another student's Mane Card is a violation of the Student Code of Conduct. If it is determined that the holder of the Mane Card permitted another student to use their Mane Card, both parties will be in violation of the Student Code of Conduct.**

## 1 Definitions

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

## 2 Mane Card Description

Your Mane Card is a multiple function card that can be used for the following applications:

- a. Official University of North Alabama Identification
- b. Access device for meal plan accounts.
- c. Access device for one or more pre-paid Lion Loot accounts.
- d. Access device to fee based privileges.

## 3 Eligibility

- a. You are an authorized member of University of North Alabama.
- b. You have the following data on record with University of North Alabama: 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.

If You do not agree with all of these statements, You cannot activate and/or use the Lion Loot Account feature of Your Mane Card.

## 4 Contact Information

If You have questions regarding Your Mane Card or Lion Loot account You may call 256-765-4924, email [manecard@una.edu](mailto:manecard@una.edu) or write to Mane Card Office, 1 Harrison Plaza, UNA Box 5132, Florence, Alabama, 35632. You may also get support by visiting Our Website at <https://una.edu/manecard>.

## 5 Card Accounts

Your Mane 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 the Mane Card. Lion Loot 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.

University of North Alabama is not acting as a trustee, fiduciary or escrow with respect to value in Lion Loot 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 Lion Loot account at the Mane Card Account Center. In order to register Your Lion Loot account You must validate personal information, provide information from Your Mane Card, agree to these Lion Loot 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, University of North Alabama has the right to terminate Your use of the Service and University of North Alabama, 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 password to keep Your Lion Loot account secure. You will be responsible and liable for all instructions received at the Mane Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. University of North Alabama 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 Mane 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 Lion Loot 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 Lion Loot account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from University of North Alabama in electronic form. Electronic Communications may be posted on the pages within the Mane 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. University of North Alabama 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 University of North Alabama in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, University of North Alabama will terminate Your right to use the Lion Loot 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 University of North Alabama with a correct and operational email address. University of North Alabama 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 University of North Alabama of any change in Your email.

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

## 11 Using the Lion Loot Account

You may use the Mane Card for the following purposes:

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

### 11.1 Multiple Accounts

Your Mane 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 Mane 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 value from more than one account to complete a single purchase.

## 12 Adding Value to Lion Loot Accounts

You, Contributors and Authorized Guest Users may add value to select Mane Card Accounts at the Mane Card Account 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 Mane Card Accounts, in Our sole discretion. If any transfer of value to a Lion Loot account becomes subject to any stop payment order or chargeback after value has been credited to the Lion Loot 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 Lion Loot 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 Lion Loot account via the Mane Card 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 Mane Card Account Center.

### 12.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your Lion Loot 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 Mane Card Account Center.

## 13 Making Purchases with Lion Loot

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

## 14 Lion Loot Receipts

You agree to sign a receipt for any transaction made with Your Lion Loot 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 Lion Loot 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 Lion Loot 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 Lion Loot account or any other Mane Card Accounts or Payment Methods You have on file at University of North Alabama, (ii) suspend Your Lion Loot account 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.



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 Mane Cards

You agree to notify us immediately if (i) Your Mane Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Lion Loot account without Your permission. You may be responsible for the unauthorized use of the Lion Loot account if You fail to notify Us that the Mane Card has been lost or stolen You can suspend Your Lion Loot account at the Mane Card Account Center or by calling us at 256-765-4924 or by contacting the Mane Card Office When Your Mane Card has been reported lost or stolen, We will suspend the Lion Loot account to prevent unauthorized use. You may also request a replacement card. A \$15.00 fee will be charged for all card replacements.

### 16.1 Re-Activating Lion Loot Account

If You find Your Mane Card after it has been reported lost, You may re-activate the Lion Loot account if a new card has not been issued. You can re-activate Your Lion Loot account at the Mane Card Account Center or by visiting Mane Card Office.

## 17 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Lion Loot account with the merchant or location that accepted the Mane Card. If You are entitled to a refund for any reason for goods or services obtained with the Lion Loot account, You agree to accept credits to the Lion Loot 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 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:

- Include the account holder name and account number
- Describe the transaction in question and explain as clearly as possible the discrepancy.
- 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 account holder's account within 10 business days for the amount of the If the account 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 three business days after We finish Our investigation. You may ask for copies of the documents used in the investigation.

## 19 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:  
UNA Mane Card Office  
1 Harrison Plaza

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Box 5132  
Florence, AL 35632

### 1. Refund To You:

- You may request a refund of your Lion Loot account balance when you graduate, withdraw or leave University of North Alabama. Proof of withdrawal or dismissal is required.
- Refunds are processed when:
  - The accounts balance is \$15.00 or more AND
  - A written refund request is submitted
- A \$10.00 refund service fee will be deducted from the refund.
- No refunds will be issued for a value of \$5.00 or less.
- Refund Methods:
  - 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;
  - Student Bill: Refund will be posted as a credit to Your student bill if there has an outstanding balance.

## 20 Inactivity

If You do not use or re-load a Lion Loot account for twelve (12) consecutive calendar months, the Account will be considered inactive and will be closed. Accounts are reset May 31<sup>st</sup> of each year.

## 21 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 Lion Loot balance at the time the fee or charge is incurred.

Returned Payment/Check	\$30.00/each
Card Replacement	\$15.00/Card
Refund Service Fee	\$10.00/each

Fees are subject to change at our sole discretion.

## 22 Cancellation; Suspension of Use

University of North Alabama and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Mane Card and/or Lion Loot account. University of North Alabama may refuse to issue a Mane Card or may revoke the Mane Card privileges with or without cause or notice. The Mane Card at all times remains the property of University of North Alabama and may be repossessed by University of North Alabama at any time. If You would like to cancel use of the Mane Card or Lion Loot accounts, You may do so by contacting the University of North Alabama in writing at UNA Mane Card Office, UNA Box 5132, Florence, AL 35630. Upon cancellation of the Mane Card privileges, the Mane Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Mane Card. You agree to surrender the Mane Card to us upon request.

We reserve the right to assess an Account Closing Fee.

## 23 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Lion Loot 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 location refuses to honor the Mane Card

## **24 Disclosure of Account Information to Third Parties**

We will disclose information to third parties about Your Lion Loot 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 Lion Loot account; or
- g. where otherwise provided by law or Our privacy policy.

## **25 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.