

Florida State College at Jacksonville Essential Card Terms & Conditions

Effective As of 08/11/10

Read and acknowledge this Agreement before using your Essential Bucks account. It contains the terms and conditions of the Essential Bucks account linked to Your Florida State College at Jacksonville Essential Card. By adding value, and/or using the Essential Bucks account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Essential Bucks account. Please read this agreement. The term of this agreement begins when these terms are acknowledged and ends when the participant becomes inactive from Florida State College at Jacksonville (students) or terminates employment (faculty/staff/employees).

1 Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us and Our each mean Florida State College at Jacksonville.
- c. Business Office: The College's on campus/center office where students have the ability to make Cash deposits to your Essential Bucks Card Account.
- d. Cardholder means an individual in whose name and for whose benefit a Florida State College at Jacksonville Essential Card is to be issued or has been issued by Florida State College at Jacksonville.
- e. College means Florida State College at Jacksonville.
- f. Connections: The College's online student portal.
- g. Service Provider means a third party contracted by Florida State College at Jacksonville that provides certain support services for Your Florida State College at Jacksonville Essential Card and Essential Bucks account.
- h. Essential Card and Florida State College at Jacksonville Essential Card means the Official Florida State College at Jacksonville ID Card issued by Florida State College at Jacksonville to Cardholders.
- i. Essential Bucks account means an account with pre-paid value that can be accessed using Your Florida State College at Jacksonville Essential Card.
- j. ID Card Website means the Website containing information about the Florida State College at Jacksonville Essential Card Program.
- k. Essential Bucks account center means the area of the Connections Portal where Cardholders may login and manage their individual Florida State College at Jacksonville Essential Card and Essential Bucks account.
- l. Service means a card payment service whereby a Cardholder can access value associated with Essential Bucks account linked to his/her Florida State College at Jacksonville Essential Card.
- m. Accepting Location means an on campus point-of-sale location that is authorized to accept Essential Bucks for the purchase of goods and services.
- n. Essential Bucks Account means the account that enables You to access and manage Your Essential Bucks account via the Connections portal.

2 Florida State College at Jacksonville Essential Card Description

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

- a. Official Florida State College at Jacksonville Identification
- b. Access device for Essential Bucks account to be used for on campus pay for printing and copying.
- c. Access to the Florida State College at Jacksonville library system.

3 Eligibility

- a. You are an active student, faculty, staff or employee of Florida State College at Jacksonville.
- b. You have the following data on record with Florida State College at Jacksonville: 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, Your card privileges can be revoked and You cannot use the Essential Bucks Account feature of Your Essential Card.

4 Contact Information

You can get support regarding the Essential Card and Essential Bucks account by visiting the College Website at www.fscj.edu/idcard

5 Florida State College at Jacksonville Essential Card Account

Your Essential Card can be used to access value in Your Essential Bucks account. There is no credit card, credit account or deposit account associated with the Essential Card. Essential 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 Card related services.

Florida State College at Jacksonville is not acting as a trustee, fiduciary or escrow with respect to value in Essential Card 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 Password & Security

You should not reveal Your Connections login information or password to anyone else. You must safeguard and protect the confidentiality of Your password to keep Your Essential Bucks account secure. You will be responsible and liable for all instructions received at the Connections portal. Florida State College at Jacksonville is not responsible for losses incurred by the Cardholders as the result of their misuse of passwords.

7 Unauthorized Use

If You use, or attempt to use Your Essential Card or the Service for purposes other than permitted uses, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, Your Essential Bucks account will be terminated and You may be subject to damages and other penalties, including criminal prosecution where available.

8 Electronic Statements & Communications

To the fullest extent permitted by applicable federal and Florida law, this Agreement and any other agreements, notices or other communications regarding Your Essential Bucks account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Florida State College at Jacksonville in electronic form. Electronic Communications may be posted on the pages within the Connections portal and/or delivered to Your College assigned 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. Florida State College at Jacksonville 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 Florida

State College at Jacksonville in writing. If You revoke Your consent to receive Communications electronically, Florida State College at Jacksonville will terminate Your right to use the Essential Bucks account.

9 Correct Email and Mailing Address

You agree and warrant that You have access to the Internet and to a current functional Florida State College at Jacksonville email address. Florida State College at Jacksonville will not be liable for any costs You incur for maintaining Internet access.

10 Using the Florida State College at Jacksonville Essential Card Account

You may use the Essential Card for the following purposes:

- d. Pay for print and copy services at accepting locations on campuses
- e. Obtain balances online.
- f. Access telephone customer support.
- g. Add value to Essential Bucks account using a campus Payment Station, VISA/MasterCard/Discover Credit Card, debit card online or by cash at any College Business Office.

10 Florida State College at Jacksonville Essential Bucks Account Spending &-Value Add Limits

Account Rule	Limit
Minimum Value Add	\$5
Maximum Value Add	\$50
Minimum Transaction Amount	\$0.10
Maximum Transaction Amount	\$50

11 Adding Value to Essential Bucks Accounts

You may add value to Your Essential Bucks Account via a campus Payment Station, the Quick Add Value link accessed via your Connections login or via a cash payment at the Business Office.

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

11.1 Value Availability

Credit Card, Debit Card and Cash Payments will be made available to the Cardholder immediately as the payment is received.

12 Making Purchases with Florida State College at Jacksonville Essential Card

You must have sufficient value available in Your Essential Bucks account to pay for each transaction. Each time You use Your Essential Bucks 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 Essential Bucks account, you will not be allowed to complete the transaction.

13 Overdrafts & Negative Accounts

The College will suspend Your Essential Bucks account until payment on negative account balance 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 or a diploma, or before the student is allowed to register for additional classes. It appears you have the same sentence in this paragraph twice . I have deleted one of the sentence above.

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 owed by You to the College and authorize the College to deduct such amounts from Your Account to the extent permitted by law. You authorize the College to take this action without notice or demand to You.

14 Lost or Stolen Florida State College at Jacksonville Essential Cards

Lost, damaged or stolen cards can be replaced at Essential Card issuance stations with replacement fee receipt from a Business Office. There is a card replacement fee of \$10.

15 Disputes/Returns

If You fail to receive the pay for print or copy service for which you paid, You must dispute the issue before leaving the pay for print/copy location. Administrative staff at each of the print/copy locations will reprint or copy Your print material that either jammed, failed to print, or was not readable if Your account was charged for the cost. If you fail to notify staff at the print location of a problem, you are not entitled to a credit or refund.

16 Error Resolution

If You think Your current balance is wrong, please request the transactional history on your account from the campus business office. We must hear from you no later than 60 days after we made available the transaction history upon which the problem or error appeared. Upon review of Your transactional history, if You contend that a transaction was not made by You, then you must file a written dispute with the Campus Dean of Student Success. Your dispute must include the following: Because an invalid print or copy transaction requires theft of your Essential Card and Your Connections ID and password, both your Connections access and Essential Card will immediately be suspended until disputed charge is resolved. If an error has occurred, your Essential Bucks account will be credited for the amount of the original error. We will make best efforts to complete our investigation within 30 business days after the dispute has been received.

If we decide that there was no error, we will send you a written explanation within 3 business days after we complete our investigation.

You cannot dispute a transaction based on failure of a print job to print satisfactorily. As stated above, unsatisfactory print or copy issues must be addressed at the time of printing and at the print location.

17 Account Refunds

Eligible refunds are processed upon request and will be completed within 2 weeks of a written request. Refund requests must be submitted in writing to the campus business office. Refunds are sent direct deposit to the bank account listed by you as your official College refund account. To receive a refund of your Essential Bucks account balance You must:

Complete BRSR Form 29, Request for Refund of Essential Bucks Balance.

You must have graduated OR be withdrawn for more than 2 terms.

Refund requests from faculty and staff are accepted at any time but limited to a total of 4 refunds per year.

You must have at least \$5 remaining in Your Essential Bucks account. You cannot owe a debt to the College. Debts owed to the College will be satisfied first before a refund is processed to You. No refunds will be made for amounts less than \$5.

18 Card Replacement Fee

The College will charge You the fee set forth below. The fee will be processed by the Business Office.

Card Replacement \$10.00/Card

Fees are subject to change as approved by the District Board of Trustees of Florida State College at Jacksonville.

19 Cancellation; Suspension of Use

Florida State College at Jacksonville, in its sole and absolute discretion, may limit, suspend or cancel Your use of the Essential Card and/or Essential Bucks account. Florida State College at Jacksonville may refuse to issue an Essential Card or may revoke the Essential Card privileges with or without cause or notice. The Essential Card at all times remains the property of Florida State College at Jacksonville and may be revoked, suspended, deactivated or repossessed by Florida State College at Jacksonville at any time. You agree not to use or attempt to use an expired, revoked or otherwise invalid Essential Card. You agree to surrender the Essential Card to us upon request.

20 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Essential Bucks 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 of Florida 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:

- h. If, through no fault of ours, You do not have enough money in Your account to make the transfer.
- i. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- j. If, through no fault of ours, there is a delay in transferring data between computer systems.
- k. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

21 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Essential Bucks account or the transactions You make only:

- l. where it is necessary for completing transactions
- m. in order to comply with government agency or court orders
- n. 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.
- o. in order to prevent or investigate possible illegal activity
- p. in order to issue payment authorizations for transaction on the Essential Bucks account; or
- q. where otherwise provided by law..

22 Changes in Terms and Conditions

The College reserves the right to change the terms of this Agreement at the sole discretion of the College. 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 after the College has 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, the College 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.