Charger Card Terms of Use
Disclosure Statement

Charger Card Office Information

Table 1. Charger Card Office location, hours, and contact information

Location:	301 Sparkman Drive	Hours:	Monday-Friday, 8:15am – 5pm
	Charger Union		*(All University holidays are observed)*
	Room 131	Phone:	(256) 824-2720
Address:	Charger Union Room 131	Web:	UAH Charger Card website
	301 Sparkman Drive	Social Media:	Instagram – UAH Charger Card
	Huntsville, AL 35899		

Charger Card

- The use of any credential form of the Charger Card is subject to all terms, conditions, rules, and regulations contained in this Charger Card Disclosure Statement. Unless otherwise noted, all references herein to “UAH,” “The University of Alabama in Huntsville,” or “the University” mean The Board of Trustees of the University of Alabama, by and through The University of Alabama in Huntsville.
- Charger Card credential forms may consist of, but are not limited to, physical card, mobile card and/or Watch or other types of wearable credential(s). The term “Charger Card” as used in this document will cover all officially issued credential forms by the University of Alabama’s Charger Card Office used to access Charger Card services, accounts, events, and facilities.
    - The Charger Card is the University’s official photo identification card.
- **By using a Charger Card in any manner, the cardholder agrees to comply with and be subject to the terms set forth in this Disclosure Statement.**
- The Charger Card Office has the right to determine eligibility to receive a Charger Card and, if issued, the credential type of Charger Card produced.
    - Charger Card Mobile First process for eligible student credential requests

- Eligibility is defined as either confirmed enrollment for the current active term or current eligibility based on enrollment for an upcoming Orientation session, first time UAH Graduate student upcoming term enrollment, or first time UAH Online student enrollment.
    - Details on access to online mobile card credential services for provisioning are accessed under https://www.uah.edu/chargercard/charger-card-mobile-id
        - Students are permitted one eligible phone plus one eligible watch/wearable device.
            - iOS device eligibility can be found at https://www.uah.edu/chargercard/charger-card-mobile-id
            - Android device eligibility can be found at https://www.uah.edu/chargercard/charger-card-mobile-id
            - iOS devices are titled Charger Card in Apple Wallet and Android devices are titled Charger Card in Google Wallet or Samsung Wallet
        - Transact Campus eAccounts mobile app is required to be loaded and retained on the eligible mobile card device for provisioning and retention of the mobile card credential.
        - There are no Charger Card fees associated for eligible mobile card provisioning for a new or replacement mobile card credential.
- Mobile First means all new students receive access to the mobile card program as their official UAH ID card unless the student instead requests a physical card.
    - Dual mobile card and physical card credentials will not be issued to a student.
    - For damaged mobile devices, Charger Card, during regular business hours, may issue a temporary physical card to the student for a limited time to allow them time to either repair or replace their damaged device.
- Should a student not have an eligible device, the student may choose to have a physical card printed for an additional fee charged to their student account.
        - If the student receives a physical card, the Charger Card Office will de-activate mobile card access on their account until they notify the Charger Card Office they have an eligible device. The physical card must be returned if the student wishes to have mobile card access reactivated on their account.
        - There is a Charger Card fee associated with replacement of a physical Charger Card credential. Charger Card print fees can be located at https://www.uah.edu/chargercard/charger-card-mobile-id

For lost physical cards for students who do not have an eligible device, Charger Card staff, during regular business hours, may issue a temporary physical card for a limited time to allow the student time to either find or replace their physical card. See **Notification and Replacement Procedures for Lost/Stolen Card or Unauthorized Card Use** section below.

- Charger Card Mobile First process for eligible Faculty and Staff credential requests.
    - Eligibility is defined as current UAH employment as determined by UAH Human Resources criteria.
        - Details on access to online mobile card credential services for provisioning are accessed under https://www.uah.edu/chargercard/charger-card-mobile-id
            - Transact Campus eAccounts mobile app is required to be loaded and retained on the eligible mobile card device for provisioning and retention of the mobile card credential
        - Faculty and staff are permitted one eligible phone plus one eligible watch/wearable, as well as a physical card
            - iOS device eligibility can be found at https://www.uah.edu/chargercard/charger-card-mobile-id
            - Android device eligibility can be found at https://www.uah.edu/chargercard/charger-card-mobile-id
            - iOS devices are titled Charger Card in Apple Wallet and Android devices are titled Charger Card in Google Wallet or Samsung Wallet
        - Physical cards are available [SR4.1] for faculty, staff, and third-party personnel as necessary for their work environment.
        - There are no Charger Card fees associated for eligible mobile card provisioning for new or replacement mobile card credentials.
        - For lost physical cards and/or lost mobile devices for faculty and staff, Charger Card, during regular business hours, may issue a temporary physical card for a limited time to allow the employee time to either find or replace their physical card. See Notification and Replacement Procedures for Lost/Stolen Card or Unauthorized Card Use section below.
- Multi-factor authentication is required through use of your myUAH login/password and DUO for any mobile card activity such as create, suspend, resume, or remove from the Wallet.
- Create, suspend, resume, or removal of mobile cards can be completed by following the instructions found at https://www.uah.edu/chargercard/charger-card-mobile-id for Charger Card in Apple Wallet or Charger Card in Google Wallet or Samsung Wallet

    - Other UAH approved and issued wearable NFC chip technology is limited to participation in a UAH approved function or activity and restricted to the start and stop dates assigned to the specific function or activity.

- Replacement of credentials are authorized for current term student enrollment or current UAH employment based on the Mobile First processes listed above for student and faculty/staff categories. For other customer categories, verification of current need for a Charger Card for campus services will be verified. The Charger Card Office has the right to determine eligibility to receive a replacement Charger Card and, if issued, the credential type of Charger Card produced.

        - A current and valid government issued photo ID, such as a state driver's license, state ID card, US government ID, or passport is required for identification validation for receipt of a cardholder's first Charger Card credential and may be required for replacement credential requests. Validation of identity documents will mainly occur electronically under secure cardholder multi-factor authentication logins and in-person if necessary.

- The cardholder agrees that the Charger Card is the property of the University of Alabama in Huntsville and must be returned to University officials upon request for physical card credentials and/or services suspended or retired for mobile credential(s). The cardholder also understands and agrees that the University can cancel or terminate a card's services or credentials at any time, in its sole discretion.

- The University may require presentation of the cardholder's Charger Card credential for identification, access to multiple University services, events, and facilities, as well as access to Charger Card debit card funds for on and off campus authorized locations.

    - For identification requests:

        - For mobile card credentials within iOS devices, open the Wallet folder on the device and select the Charger Card to display. For Android devices, open Google Wallet or Samsung Wallet on the devices and select the Charger Card to display.

            - A photo of the mobile Charger Card is not accepted

        - For physical card credentials, the cardholder's latest and active physical Charger Card is presented

    - For access to services where Charger Card is required

        - For physical card credential, tap the Charger Card at the Charger Card reader

        - For mobile card credentials, place your mobile device near the Charger Card reader

- The latest Charger Card credential type received by the cardholder should be carried at all times by the cardholder.

- Handle your physical Charger Card with care as it does contain internal components.

- Your Charger Card credential(s) are non-transferable, are for personal use only, and may not be shared.

    - Violation of this is subject to disciplinary action

- Unauthorized use, tampering, or alteration of the Charger Card credentials may result in disciplinary action.

- Violation of University policy may result in loss of Charger Card privileges.
- There is no charge by the University to the cardholder for use of the Charger Card credential(s).
- Cash withdrawals from the cardholder's Charger Card debit account(s) are not permitted.
- Damage to a physical Charger Card credential, other than normal wear and tear, as determined by Charger Card personnel, will result in a card replacement fee.
- UAH Bursar's Office student financial policies can be located at https://www.uah.edu/bursar/billing-and-payment

Terms for Adding Your Student Identification to a Third-Party Digital Wallet

These Terms for Adding Your Student Identification to a Third-Party Digital Wallet (the "Terms") apply when adding your school-issued identification card ("Student ID") to a digital wallet on an eligible iOS or Android based device or other payment service managed or owned by a third party ("Digital Wallet"). In these Terms, "you" and "your" refer to the holder of the Student ID, and "we," "us," and "our" refer to The Board of Trustees of The University of Alabama, by and on behalf of The University of Alabama in Huntsville.

When you add your Student ID to a Digital Wallet, you agree to these Terms:

1. Service. We have entered into an agreement with Illumia (formerly Transact Campus) to allow eligible recipients of a Student ID to provision their Student ID to a Digital Wallet on an iOS and Android based device. The Digital Wallet will permit you to use your device to (i) make contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using a mobile card and (ii) access certain facilities ("Service"). By placing your iOS- or Android-based device near a merchant's contactless-enabled point-of-sale terminal or reader, you are authorizing the payment for the merchant's products or services with the Digital Wallet through the Service.

2. Adding Your Student ID. You can add an eligible Student ID to a Digital Wallet by reviewing instructions found at https://www.uah.edu/chargercard/charger-card-mobile-id. Only Student IDs that we determine are iOS and Android eligible can be added to a Digital Wallet. We may determine eligibility criteria in our sole discretion. We reserve the right to terminate our participation in the Service, a Digital Wallet, or with a Digital Wallet provider at any time and the right to designate a maximum number of Student IDs that may be added to a Digital Wallet.

3. Your Student ID Does Not Change. The terms and agreement that govern your Student ID and enrollment with us do not change when you add your Student ID to the Digital Wallet. Prior student application and enrollment agreements you have agreed to are incorporated by reference as part of these Terms. The Digital Wallet simply provides another way for you to make purchases or other transactions or access certain facilities with the Student ID.

4. Fees. We do not charge you any additional fees for adding your Student ID to the Digital Wallet or using your Student ID in the Digital Wallet. The Digital Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Student ID information transmitted by a Digital Wallet and you shall comply with any and all applicable tax laws in connection therewith.

5. We Are Not Responsible for the Digital Wallet. We are not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet service to you. We are only responsible for supplying information securely to the Digital Wallet provider to allow usage of the Student ID in the Digital Wallet. We are not responsible for any failure of the Digital Wallet, for any errors, delays caused by or the inability to use the Digital

Wallet for any transaction. We are not responsible for the performance or non-performance of the Digital Wallet provider or any other third parties regarding any agreement you enter into with the Digital Wallet provider or associated third-party relationships that may impact your use of the Digital Wallet. We are not responsible for the security of your data in a Digital Wallet or any breach of that data.

6. Transaction History. You agree and acknowledge that the transaction history displayed in the Digital Wallet solely represents our authorization of your Digital Wallet transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the Digital Wallet provider's transaction history in connection with use of your Student ID in the Digital Wallet may be preliminary and/or incomplete, and may not match the transaction amount that ultimately clears, settles, and posts to your Student IDs' billing statement or other relevant billing statement, which shall be deemed the prevailing document.

7. Contacting You Electronically and by email or through Your Mobile Device. You consent to receive electronic communications and disclosures from us in connection with your Student ID and the Digital Wallet. You agree that we can contact you by email at any email address you provide to us or through the mobile device on which you have provisioned for the Student ID. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

8. Removing Your Student ID from the Digital Wallet. You should contact the Digital Wallet provider on how to remove a Student ID from the Digital Wallet. You have the option of utilizing the removal feature on the Digital Wallet directly or may contact the Charger Card Office for assistance. We can also block or retire a Student ID in the Digital Wallet from purchases or other card related transaction types at any time.

9. Governing Law and Disputes. If any disagreement arises between the parties hereto relating to the interpretation or implementation of any part of these Terms, the parties shall first attempt to amicably resolve such dispute by agreement between them. The Board of Trustees of the University of Alabama does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama and Ala. Code § 36-1-12 (1975). Any claim against The Board of Trustees of the University of Alabama must be made through the Alabama State Board of Adjustment. Any provisions of this Agreement that may be considered a consent to suit or a waiver of immunity by The Board of Trustees of the University of Alabama is hereby stricken and rendered null and void. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to these Terms and any dispute involving The Board of Trustees of the University of Alabama.

10. Ending or Changing these Terms; Assignments. We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. Your use of a Student ID in a Digital Wallet after we have made such changes available will be considered your agreement to the changes. We will provide notice if required by law. Furthermore, subject to applicable law, at any time we may (i) terminate your use of any Student ID in connection with a Digital Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Student IDs in connection with a Digital Wallet, (iii) change a Student IDs' eligibility for use with a Digital Wallet and/or (iv) change the Student ID authentication process. You cannot change these terms, but you can terminate these Terms at any time by removing your Student ID from the Digital Wallet. You may not assign these Terms.

11. Privacy. You agree that we may share your information with the Digital Wallet provider, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your Student ID transactions, and to improve our ability to offer these services. We do not control the

privacy and security of your information that may be held by the Digital Wallet provider and that is governed by the privacy policy given to you by the Digital Wallet provider.

12. Notices. We can provide notices to you concerning these Terms and your use of a Student ID in the Digital Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you.

13. Limitation of Liability; No Warranties. WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A STUDENT ID TO A DIGITAL WALLET, OR YOUR ACCESS OR USE OF A DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL DIGITAL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL WALLETS.

14. Questions. Contact information: See information on Page 1, Charger Card Office Information

Charger Card Accounts

The cardholder agrees to use and maintain the University issued Charger Card credential(s) to access their Charger Card account(s) funds for payment of services at authorized locations. The Charger Card cardholder is responsible for all authorized transactions. This will include transactions where communications are down, and the transaction completes once communications are re-established.

There are no daily dollar and/or usage limits on Charger Card debit card transactions as long as the cardholder does not exceed the funds available in the cardholder's Charger Card debit account.

Dining Dollars

Dining Dollars [Charger Card account types](#) : Dining Dollars can be used at all on-campus dining locations. During the Fall and Spring semesters, additional Dining Dollars may be purchased. The Commuter Meal Plan entirely consists of Dining Dollars. Dining Dollar balances will carry over from the Fall semester to the Spring semester. Any remaining Dining Dollar funds will expire at the end of the Spring semester.

a. Dining Dollars funds are accessed by the student's Charger Card credential(s). Dining Dollars funds will automatically download to the student's Charger Card Dining Dollars debit account, and become available for purchases at authorized participating locations (see below), based on the following criteria:

    i. University's semester import start date;

    ii. Student is enrolled in at least 12 credit hours for the current semester;

    iii. Student meets eligibility requirements listed above.

    For eligible students who purchase the Commuter Meal Plan after the semester import start date, Dining Dollars funds will be automatically credited to the student's Dining Dollars account at the next regularly scheduled import. Imports are scheduled nightly. Funds are available immediately upon import to the student's Charger Card account.

b. Participating locations include: All UAH Dining locations UAH dining locations list , including all approved on-campus dining locations, approved food trucks and off campus merchants, and some campus vending and snack machines

c. Dining Dollars Fall semester balances carryover to the Spring term.

d. Additional funds can be added to Dining Dollars accounts. See the FLEX section below for information on the voluntary Charger Card debit account deposit option.

e. For student's Charger Card accounts, where the student has both Dining Dollars and Charger Bucks accounts, at any authorized Dining Dollars locations (1b above), the Charger Card system will first attempt to use Charger Bucks funds for payment. If cardholder has insufficient Charger Bucks funds for the purchase, the Charger Card system will then attempt to use Dining Dollars funds for payment. Should both accounts have insufficient funds for the payment, the transaction will be denied by the Charger Card reader.

f. Any purchases made with the cardholder's Charger Card, at on and off-campus participating authorized locations, will automatically be deducted from the cardholder's Charger Card debit account at the time of purchase. Should there be a delay in transmittal of the transaction payment funds, those funds will be deducted immediately upon receipt of resumption of connectivity between the Charger Card reader and the Charger Card system. On and off campus merchants may decline to accept transactions should there be an interruption of service between the reader and the Charger Card system.

    i. Should the cardholder's account contain insufficient funds, the cardholder will be notified to deposit funds to cover such transactions within five business days or, for currently enrolled students, the total due will be added to the cardholder's account at the Bursar's Office for billing and collection while, for non-enrolled students, the charges will be sent to the Bursar's Office for collection.

g. Funds can be deposited online from eAccounts (eAccounts online portal) under Transact eAccounts mobile app, or at the Bursar's Office (during normal business hours).

    i. $5 minimum deposit required for online and mobile app options

h. Debit cards, credit cards (Visa, MasterCard, Discover, American Express, Apple, Google, or Samsung Pay), check and cash accepted for deposits to FLEX and Dining Dollars.

    i. For returned checks for currently enrolled student accounts, a Returned Check Fee (per check) will be assessed on the student's account at the Bursar's Office and those deposit funds will be reversed.

        Should the cardholder have made purchases against those funds prior to the return check notification, the value of those purchases will be immediately assessed on the cardholder's account at the Bursar's Office.

    ii. For faculty, staff, programs, or group returned checks, a Returned Check Fee (per check) will be assessed with payment due to the Charger Card Office and those deposit funds reversed on the cardholder's Dining Dollars account.

Should the cardholder have made purchases against those funds prior to the return check notification, the value of those purchases will be immediately turned over to the Bursar's Office for collection.

i. eAccounts online and mobile app options provide the cardholder on demand detailed Dining Dollars transaction activity.

j. The Commuter Meal plan (includes only Dining Dollars) Exemption information and Request Form can be found at Charger Card forms page . Cardholder appeals for exemption from any meal plan must be filed with and approved by the University. If a decision to exempt is made, the exemption may only apply to the current semester (for online only or internship criteria) or may apply permanently (for medical or age criteria).

Charger Bucks

Charger Bucks Charger Card account types : A debit account included with all UAH Meal Plans except the Commuter Meal Plan. Charger Bucks can be used at all on-campus dining locations. Charger Bucks are a companion to on-campus Meal Plans. Charger Bucks cannot be purchased independently. Charger Bucks expire at end of each semester.

a. Charger Bucks funds are accessed by the student's Charger Card credential(s). Charger Bucks funds will automatically download to the student's Charger Card Charger Bucks debit account, and become available for purchases at authorized participating locations (see below), based on the following criteria:

   i. University's semester import start date;

   ii. Student will be living on campus for the current semester;

   iii. Student meets eligibility requirements listed above.

   For eligible students who purchase or change their Meal Plan after the semester import start date, Charger Bucks funds will be automatically credited to the student's Charger Bucks account at the next regularly scheduled import. Imports are scheduled nightly. Funds are available immediately upon import to the student's Charger Card account.

b. Participating locations include: All UAH Dining locations UAH dining locations list , including all approved on-campus dining locations, approved food trucks and off campus merchants, and some campus vending and snack machines

c. Charger Bucks balances expire at the end of each term.

d. Additional funds cannot be added to Charger Bucks accounts.

e. For student's Charger Card accounts, where the student has both Dining Dollars and Charger Bucks accounts, at any authorized Dining Dollars locations (1b above), the Charger Card system will first attempt to use Charger Bucks funds for payment. If cardholder has insufficient Charger Bucks funds for the purchase, the Charger Card system will then attempt to use Dining Dollars funds for payment. Should both accounts have insufficient funds for the payment, the transaction will be denied by the Charger Card reader.

f. Any purchases made with the cardholder's Charger Card, at on and off-campus participating authorized locations, will automatically be deducted from the cardholder's Charger Card debit account at the time of purchase. Should there be a delay in transmittal of the transaction payment funds, those funds will be deducted immediately upon receipt of resumption of connectivity between the Charger Card reader and the Charger Card system. On and off campus merchants may decline to accept transactions should there be an interruption of service between the reader and the Charger Card system.

iv. Should the cardholder's account contain insufficient funds, the cardholder will be notified to deposit funds to cover such transactions within five business days or, for currently enrolled students, the total due will be added to the cardholder's account at the Bursar's Office for billing and collection while, for non-enrolled students, the charges will be sent to the Bursar's Office for collection.

g. eAccounts online and mobile app options provide the cardholder on demand detailed Charger Bucks transaction activity.

h. The Meal plan (includes Charger Bucks) Exemption information and Request Form can be found at Charger Card forms page . Cardholder appeals for exemption from any meal plan must be filed with and approved by the University. If a decision to exempt is made, the exemption may only apply to the current semester (for online only or internship criteria) or may apply permanently (for medical or age criteria).

FLEX Funds

FLEX Charger Card account types : FLEX funds can be used at all on-campus dining locations as well as all vending machines, the university Bookstore, and WEPA print stations. During the Fall and Spring semesters, additional FLEX funds may be purchased. FLEX balances will not expire as long as a student is actively enrolled.

1.

a. FLEX funds are accessed by the student's Charger Card credential(s).

b. Participating locations include: All UAH Dining locations UAH dining locations list , including all approved on-campus dining locations, approved food trucks and off campus merchants, all campus vending and snack machines, the University Bookstore, and WEPA print stations.

c. Additional funds can be added to FLEX accounts.

d. For student's Charger Card accounts, where the student has both Dining Dollars, Charger Bucks, and FLEX accounts, at any authorized Dining Dollars locations (1b above), the Charger Card system will first attempt to use Charger Bucks funds for payment. If cardholder has insufficient Charger Bucks funds for the purchase, the Charger Card system will then attempt to use Dining Dollars funds for payment. Should all three accounts have insufficient funds for the payment, the transaction will be denied by the Charger Card reader.

e. Any purchases made with the cardholder's Charger Card, at on and off-campus participating authorized locations, will automatically be deducted from the cardholder's Charger Card debit account at the time of purchase. Should there be a delay in transmittal of the transaction payment funds, those funds will be deducted immediately upon receipt of resumption of connectivity between the Charger Card reader and the Charger Card system. On and off campus merchants may decline to accept transactions should there be an interruption of service between the reader and the Charger Card system.

i. Should the cardholder's account contain insufficient funds, the cardholder will be notified to deposit funds to cover such transactions within five business days or, for currently enrolled students, the total due will be added to the cardholder's account at the Bursar's Office for billing and collection while, for non-enrolled students, the charges will be sent to the Bursar's Office for collection.

f. Funds can be deposited online from eAccounts (eAccounts online portal) under Transact eAccounts mobile app, or at the Bursar's Office (during normal business hours).

i. $5 minimum deposit required for online and mobile app options

g. Debit cards, credit cards (Visa, MasterCard, Discover, American Express, Apple, Google, or Samsung Pay), check and cash accepted for deposits to FLEX and Dining Dollars.

i. For returned checks for currently enrolled student accounts, a Returned Check Fee (per check) will be assessed on the student's account at the Bursar's Office and those deposit funds will be reversed.

-Should the cardholder have made purchases against those funds prior to the return check notification, the value of those purchases will be immediately assessed on the cardholder's account at the Bursar's Office.

ii. For faculty, staff, programs, or group returned checks, a Returned Check Fee (per check) will be assessed with payment due to the Charger Card Office and those deposit funds reversed on the cardholder's Dining Dollars account.

-Should the cardholder have made purchases against those funds prior to the return check notification, the value of those purchases will be immediately turned over to the Bursar's Office for collection.

h. eAccounts online and mobile app options provide the cardholder on demand detailed FLEX transaction activity.

2. Charger Card Student Debit Account Refund Policy:

   a. Fall balances in Dining Dollars carry over to the Spring semester. Any unspent funds remaining in Dining Dollars after Spring semester will expire and are non-refundable. Any unspent funds remaining in Dining Dollars after Summer semester will roll over to the Fall and Spring semesters. If the cardholder was enrolled for Fall semester only, their Dining Dollars will expire after the last day to late register for the Spring semester or after the cardholder graduates, officially withdraws, is administratively withdrawn, suspended or leaves the University.

   b. Fall balances in Charger Bucks expire after each semester and are non-refundable. If the cardholder graduates, officially withdraws, is administratively withdrawn, suspended or leaves the University, their Charger Bucks will expire at that time.

   c. Requests for refunds from cardholders of unspent FLEX account funds will be accepted after April 15th and processed only after the last day of published final examinations for the Spring semester if the cardholder was enrolled in the Spring semester. If the cardholder was enrolled for Fall semester only, requests for credit will be accepted after December 1 and processed after the last day to late register for the Spring semester or after the cardholder graduates, officially withdraws, is administratively withdrawn, suspended or leaves the University. Proof of withdrawal, graduation, administrative withdrawal, or suspension is required prior to processing a request for refund at any time in the term other than the end of Spring semester.

   d. Refunds on Charger Card accounts for FLEX funds are processed when the account balance is $1 or more and a written request for credit is submitted. **When a request is received, any unspent funds are forwarded to the Bursar's Office and credited against any outstanding amounts on the cardholder's account. You may then contact the Bursar's Office for further details on how to receive your refund.**

   e. Request of FLEX Refund Form can be found at [Charger Card forms page](#) .

   e. Refunds are not effective until approved by the University.

   f. Charger Card Non-Student Debit Account Refund Policy: Refund requests should be made in writing or emailed to the Charger Card Office [chargercard@uah.edu.](#)

   g. Inactive Charger Card FLEX Accounts: For cardholder debit accounts, in which no written request for refund has been received by the appropriate University office(s), and which remain inactive for one year, such accounts will be charged an annual fee of $25. Debit account activity will be reviewed annually, and the account fee assessed each year by July 30, where appropriate.

<u>Meal Plan Accounts on the Charger Card</u>

University purchased Meal Plans [UAH meal plans page](#) will be accessed by students, faculty, staff, and applicable special programs, by presenting the Charger Card credential at campus Meal Plan Dining Hall facilities to verify the cardholder has an active Meal Plan count and deduct the appropriate Meal Plan Count from the Meal Plan.

Student Meal Plans: For student purchased Meal Plans for a term, the appropriate Meal Plan counts purchased will automatically download to the student's Charger Card credential(s), and become available for Meal Plan purchases at campus Meal Plan locations [UAH dining locations list](#) based on the following criteria:

- University's semester import start date;

- Student is enrolled for the current semester;
- Student meets eligibility requirements listed above;
- Student account is billed for a meal plan by the Bursar's Office for the current import term.

For eligible students billed for a meal plan by the Bursar's Office for the current import term after the semester import start date, Meal Plan counts will be automatically credited to the student's Charger Card credential(s) at the next regularly scheduled import. Imports are scheduled nightly. Meal Plan counts are available for the semester based on the Meal Plan facility semester opening dates and upon import to the student's Charger Card account. Student meal plans contracts are for the Fall and Spring semesters with billing by semester on the student's account at the Bursar's Office. Summer is a separate contract purchase period (when Summer meal plans are available). For Dining Meal Plan transactions, the pre- established usage limit is the maximum of the semester Meal Plan type purchased by the cardholder or a twenty minute reuse delay for all access plans. Dining Services will determine the semester end dates for termination of meal plan account usage.

1. Undergraduate Meal Plan Policy can be found at https://www.uah.edu/policies/03-02-04-meal-plan-policy
2. Hours of Operation can be found at https://uah.sodexomyway.com/en-us/locations/
3. Housing Contracts https://www.uah.edu/housing/signup-contracts

Notification and Replacement Procedures for Lost/Stolen Card or Unauthorized Card Use

Call the Charger Card Office IMMEDIATELY at (256) 824-2720 to report lost or stolen credentials or unauthorized usage for all types of Charger Card credentials (physical card, mobile card or NFC wearable). For mobile credentials, information on suspending services is available at Charger Card mobile ID information page under the FAQ section. Do not wait to report your credential(s) lost or stolen. For after business hours and holidays, you will be directed to contact the UAH Police Department at 256-824-6596. Upon notice of a lost or stolen credential(s), that specific cardholder Charger Card credential(s) will be suspended and will not function at any Charger Card reader. Once a credential has been suspended but found at a later time, that credential can only be activated for a physical card if a replacement card has not been produced. To reactivate a physical Charger Card credential, the cardholder must come in person to the Charger Card Office during business hours and the cardholder should bring an official photo ID with them. For mobile card services, the cardholder can resume through contacting the Charger Card Office during business hours or in person with ID at the Charger Card Office during business hours.

Should a cardholder be eligible for a replacement physical Charger Card (See Charger Card section starting on page 1), those can be obtained during business hours at the Charger Card Office and must have an active University status. A $25 replacement card fee will be charged by the University. For cardholders with current term student accounts at the Bursar's Office, the fee is billed to their student account.

Temporary cards are available to students, faculty and staff with active University status, and allow you access to your card services, events and facilities, including debit accounts, for one week from issuance to allow you time to locate your Charger Card. Off campus Charger Card debit account merchants may opt to not accept temporary cards or require additional forms of ID. Cardholders are requested to bring their driver's license, or another form of ID, when requesting temporary Charger Cards. Cardholders with no picture ID available will be verified against their picture in the Charger Card's production system. Issuance of a temporary Charger Card to a cardholder is at the discretion of the University based on the ability to verify identity and current University status.

Temporary cards are issued at the Charger Card Office during business hours and are valid for 7 days from issuance. Temporary cards must be returned within 2 weeks from issuance (card is only valid for use for 7 days from issuance) or a $25 fee will be assessed the cardholder. For currently enrolled students, the fee will be billed to the student's account at

Student Account Services.

Charger Card Cardholder's Liability for Unauthorized Purchases

If the cardholder believes their Charger Card credential(s) has been lost or stolen, cardholder must report at once such loss or theft as noted under Notification and Replacement Procedures for Lost/Stolen Card or Unauthorized Card Use. Failure to notify the appropriate University authorities may result in cardholder losing all funds in cardholder's debit account.

With notification within two business days of cardholder learning of the lost or theft of their Charger Card, the cardholder can lose no more than $50 if someone used the Charger Card without cardholder's permission.

Should cardholder not report the loss or theft within 2 business days of learning of such loss or theft, and the University can prove it could have stopped someone from using cardholder's Charger Card credential(s) without permission, cardholder's liability for unauthorized purchases shall not exceed $500.

Should cardholder not report the loss or theft within 60 days of learning of such loss or theft, and the University can prove it could have stopped someone from using cardholder's Charger Card credential(s) without permission, cardholder's liability for unauthorized purchases may have no dollar limit.

For transaction inquiries by phone, the cardholder may be required to submit the information in writing within 10 business days to the Charger Card Office. The results of the Charger Card investigation will be provided to the cardholder within 10 days after the written submittal is received by the Charger Card Office and, if applicable, correct any errors. If additional time is necessary, we may take up to 45 days from receipt of the written inquiry to investigate the inquiry. If this is the case, we will recredit the cardholder's account within the 10 days of receipt of the written inquiry. If the University determines there was no error, a written explanation from the Charger Card Office will be emailed to the cardholder within three business days after the investigation is completed. The cardholder may request copies of the documents used in the investigation.

Error Resolution Procedures

Cardholder can access Charger Card debit account transaction history online at eAccounts https://www.uah.edu/chargercard/adding-money (eAccounts online) or through the eAccounts mobile app (this is the mobile app used and retained on the eligible device for mobile card provisioning). Should cardholder believe there is a discrepancy with a transaction or a receipt or would like more information regarding a transaction, contact the Charger Card Office immediately but no later than 60 days after the transaction has posted to the cardholder's eAccounts transaction history under eAccounts. The following information should be included in the request:

- Cardholder name and student number
- Description of the transaction(s) in question including merchant name, date, time, and amount
- Reason for the inquiry on the transaction

See above **Charger Card Cardholder's Liability for Unauthorized Purchases** section for important additional details.

Disclosure of Information

The University may disclose information to third parties about the cardholder's account, usage, or the transfer made: (a) in order to comply with court orders, applicable laws, or other legal obligations; (b) if the cardholder gives written permission; (c) where it is necessary for completing transactions or providing any other service to the cardholder; (d) in order to verify the existence and condition of cardholder's account for a third party; or (e) as reasonably necessary in order to detect fraud, theft, or other improper use of an Charger Card or related credentials.

The University may, in its sole discretion and without your consent, disclose your account information internally for use in matters related to the operation of the University or your University enrollment, employment, and/or affiliation, which includes, among other things, using your information in security, student conduct, and/or human resources matters.

Documentation of Transfers

If the point-of-sale terminal is equipped to provide a receipt, the cardholder will receive a receipt at the time of the purchase. The cardholder can access their Charger Card debit account transaction online at eAccounts (eAccounts online) eAccounts online portal or through the eAccounts mobile app (this is the mobile app used and retained on the eligible device for mobile card provisioning) for both attended and unattended reader's locations. Authorized merchant locations may require a signature for a Charger Card debit account transaction. Balances listed under eAccounts may not reflect any outstanding account activity where communications are temporarily unavailable.

If the University does not complete a transfer to or from the cardholder's debit account within a reasonable period of time or in the correct amount according to the University's agreement with the cardholder, the University may be liable to the cardholder, to the extent permitted by Alabama law, for all damages proximately cause thereby. However, in no event shall the University be liable to cardholder: (a) if, through no fault of the University's, there are insufficient funds in cardholder's account to complete the transfer or purchase; (b) if circumstances beyond the University's control such as fire, flood, power outage, other catastrophes, legal acts of public authorities, strikes, riots, or communications, equipment, or mechanical difficulties or failures which could not be reasonably foreseen prevent completion of the transfer of purchase, despite reasonable precautions which the University has or might have taken; (c) if, through no fault of the University, there is a delay in transferring data from one University computer system to the Charger Card computer system; (d) if the Charger Card reader was not working properly and cardholder knew about the malfunction when cardholder started the transfer or purchase; (e) cardholder's funds are subject to legal process or other encumbrance restricting such transfer; or (f) any other published exceptions. Alabama law will apply to any claim made against the University relating to, connected with, or arising from these terms of use or the use, attempted use, or possession of the Charger Card. Further, any claim for losses or damages may only be filed with the State of Alabama Board of Adjustment. Nothing contained herein shall be deemed or construed as a waiver of the sovereign immunity of the Board of Trustees of the University of Alabama.

- Should the cardholder's account contain insufficient funds, the cardholder will be immediately notified to deposit funds to cover such transaction(s) as soon as possible after the system is brought on-line and the transaction(s) downloaded to the cardholder's debit account. Should the cardholder not deposit the necessary funds within 5 business days, the cardholder agrees that the total due for all such transactions may be sent to the cardholder's student account at the Bursar's Office for collection.

Miscellaneous

1. Governing Law and Disputes. If any disagreement arises between the parties hereto relating to the interpretation or implementation of any part of these terms of use, the parties shall first attempt to amicably resolve such dispute by agreement between them. The Board of Trustees of the University of Alabama does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama and Ala. Code § 36-1-12 (1975). Any claim against The Board of Trustees of the University of Alabama must be made through the Alabama State Board of Adjustment. Any provisions of this Agreement that may be considered a consent to suit or a waiver of immunity by The Board of Trustees of the University of Alabama is hereby stricken and rendered null and void. Alabama law, without

regard to its conflicts of law provisions, shall exclusively apply to these terms of use and any dispute involving The Board of Trustees of the University of Alabama.

2. Limitation of Liability; No Warranties. WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A STUDENT ID TO A DIGITAL WALLET, OR YOUR ACCESS OR USE OF A DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL DIGITAL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL WALLETS.

<u>Amendment of Terms of Use</u>

The University reserves the right to amend the Charger Card terms of use from time to time and make reasonable changes to the procedures for card use, which will supersede the terms of use in effect at the time of card activation. Changes can be found at: https://www.uah.edu/chargercard