



Terms And Conditions Agreement

INTRODUCTION

The MSC MAVcard serves several purposes. First and foremost, it is your Mesa State College ("MSC or the "College") identification and activity card. In addition, the card enables MSC to keep track of your College meal plan use. You may also use your MSC MAVcard as a prepaid debit card for purchases made by electronic fund transfers using funds deposited in your MSC MAVcard Flex Account or MAVmoney Account.

APPLICATION

To obtain a MSC MAVcard, you must complete a MSC MAVcard APPLICATION FORM and submit it to the MSC MAVcard Office together with a driver's license or other photo ID. Students must be registered degree seeking for classes and faculty/staff must show proof of employment. Your signature on the MSC MAVcard Application Form and acceptance of a MSC MAVcard constitutes your agreement to the terms and conditions listed on the Application Form and in this Agreement.

IDENTIFICATION CARD

Your MSC MAVcard identifies you as a student or employee at Mesa State College. It is the property of the College and cannot be lent or transferred to another person, and should be carried at all times to verify your identity to MSC officials.

ACTIVITY CARD

A MSC MAVcard allows currently enrolled MSC students and College employees to attend or participate in College activities such as athletic events, Activities Council events, and student elections. The card also grants students and employees access to campus facilities and programs such as the Outdoor Program, the Tomlinson Library, and the Student Recreation Center. (Note: students and employees may also have to purchase a ticket, pay a fee, and/or satisfy additional eligibility requirements to attend certain events, participate in certain activities, or access certain programs or facilities.)

RESIDENTIAL MEAL PLAN CARD

If you have purchased a College residential meal plan, your MSC MAVcard verifies your eligibility for meals and enables MSC to keep track of your meal plan use.

Any MAVmoney Account money is non-refundable as outlined in the Food Service Contract. Any money let over after fall semester is available for spring semester for enrolled students. At the end of the Academic Year, if a balance remains it is non-refundable.

DEBIT CARD

You may use your MSC MAVcard as a debit card to make purchases at locations with on-campus card readers or point-of-sale terminals. There are two accounts you may deposit money into. One account is the MAVmoney Account. This is a FOOD SERVICE ONLY account. In the MAVmoney Account you have options of the type of plan you would like to purchase. The second account is the MAVcard Flex Account. This account can be used anywhere on campus where the MAVcard is accepted including the bookstore, the business office, Outdoor Program, Student Recreation Center, Tomlinson Library, MAVprint and parking services.

When you make purchases with your MSC MAVcard, the amount of the purchase (including any applicable taxes) will be electronically debited to a MSC MAVcard ACCOUNT held for you by the College. Your MSC MAVcard cannot be used as a debit card until you validate your card, deposit funds in either of your two MAVcard Accounts, and the College credits the deposit to the accounts. Making a deposit to your MSC MAVcard account is VOLUNTARY. If you do not deposit funds in your MSC MAVcard Account, your MSC MAVcard will not be validated as a debit card and cannot be used to make purchases.

IMPORTANT INFORMATION ABOUT VALIDATING YOUR MSC MAVcard AND THE SPECIFIC TERMS AND CONDITIONS THAT GOVERN ITS USE AS A DEBIT CARD APPEAR IN THE ATTACHED DISCLOSURE STATEMENT. **PLEASE READ THE DISCLOSURE STATEMENT CAREFULLY BEFORE DECIDING TO VALIDATE YOUR MSC MAVcard AS A DEBIT CARD!** IF YOU HAVE ANY QUESTIONS CONCERNING THE DISCLOSURE STATEMENT OR THIS AGREEMENT, CONTACT THE MSC MAVcard OFFICE IN THE COLLEGE CENTER OR AT **970.248.1059** FOR MORE INFORMATION.

A. YOUR MSC MAVcard IS A DEBIT CARD, NOT A CREDIT CARD

Your MSC MAVcard is not a credit card and cannot be used for expenditures that exceed your then-current MSC MAVcard Account(s) balance. However, please refer to SHORTAGES AND NEGATIVE AMOUNTS for information about debits that exceed your account balance.

B. YOUR MSC MAVcard CAN BE USED AS AN ATM CARD

Your MSC MAVcard CAN be used at ATMs if you have signed up for a FREE Checking Account with Wells Fargo Bank. Please see the Customer Service representative for Wells Fargo in on campus for all details relating to the program. Cash withdrawals from ATMs using your MAVcard are available only from a Wells Fargo Bank Account.

C. HOW TO MAKE DEPOSITS TO YOUR MSC MAVcard ACCOUNT (s).

You may make deposits to your MSC MAVcard Account(s) by cash, personal check, or credit card. Non-cash deposits will be credited to the appropriate MAVcard account when the College receives good funds from your bank or credit card issuer. If the College agrees to credit your account before your check or credit card charge has cleared, you understand and agree that you will be liable to MSC if your check or credit card charge is returned unpaid. In addition, the College may bill you or deduct \$25 from your MSC MAVcard Account to cover the cost of handling unpaid checks or credit card charges.

There is no minimum balance in any of the MSC MAVcard Accounts. Deposits may be made at the MSC MAVcard Office or the Business Office in Lowell Heiny Hall (FLEX only).

Deposits may not be accepted to any of the MAVcard Accounts if the cardholder's general account with the College is past due.

- D. NO INTEREST WILL ACCRUE OR BE PAID ON FUNDS HELD IN YOUR MSC MAVcard ACCOUNT(S).
You understand and agree that NO interest or other earnings or funds deposited in your MSC MAVcard Account(s) will accrue or be paid or credited to you by MSC.

CORRECTIONS

MSC reserves the right to correct the balance credited to your MSC MAVcard Account(s) if it believes that a clerical or accounting error occurred. Any corrections to your account will be reported to you in your periodic statement. If you have a question about a correction or believe that the correction was wrong, contact the MSC MAVcard Office about your concerns. Please refer to "Your Right to Receive Documentation of Transfers—Periodic Statements" and "In Case of Errors or Questions about Electronic Fund Transfers" in the DISCLOSURE STATEMENT for more information.

SHORTAGES AND NEGATIVE AMOUNTS

You are responsible for keeping track of the expenditures you make with your MSC MAVcard. Of you try to make a purchase when there are insufficient funds in your MSC MAVcard Account(s), the card reader, point-of-sale terminal, or cashier will generally not accept the transaction. However, a system malfunction or human error may sometimes result in a debit that exceeds the balance in your account—creating a "shortage" or "negative amount". You understand and agree that you are liable to MSC for any shortages or negative amounts in your MSC MAVcard Account. If MSC bills you a negative amount, you agree to repay the amount promptly. You also agree that MSC may, in its discretion, offset a negative amount against subsequent deposits to your account. In the event that MSC is forced to retain an attorney to collect a negative amount from you, you will be liable for the negative amount plus MSC's reasonable attorney fees and any interest permitted by law.

Repeated shortages or negative amounts may be grounds for cancelling your MSC MAVcard Account. For any account with a shortage or negative amount, the College may charge an Overdraft fee of \$33 of the shortage or negative amount, whichever is greater.

FUNDS AVAILABILITY

Funds paid by cash or credit card will be available in either your MAVcard FLEX Account or one of the MAVmoney Accounts within a half-hour on a regular College business day. Funds paid by check may be subject to a 72-hour hold until the check clears the cardholder's bank.

REFUNDS

Funds remaining in your MSC MAVcard Account at the end of an academic or fiscal year will be carried over to the next academic or fiscal year until you graduate, officially withdraw, or terminate your employment. When you graduate, terminate your employment, or if you withdraw from the College, or if MSC terminates this agreement, you may request a refund of the balance in your MAVcard FLEX Account less any outstanding debits and/or fees. Requests for refunds must be made in writing and accompanied by proof of graduation, official withdrawal, or termination of employment. A processing fee of 10% or \$20, whichever is greater, will be subtracted from the value of remaining meals and MAVmoney to make up your total refund value. The total refund value will then be credited to your student account through the Business Office and a check will be mailed to your permanent address that you have on file with the Business Office.

NO other refunds or cash advances of any kind are permitted from your MSC MAVcard Account.

INACTIVE ACCOUNTS

Your MSC MAVcard Account will be closed if there has been no account activity (e.g., debits or deposits) for 365 consecutive calendar days. If and when an inactive account is closed, the MSC MAVcard can no longer be used as a debit card and this agreement will be terminated effective on the date the account is closed.

CHANGE IN TERMS AND CONDITIONS

MSC reserves the right to make changes in terms and conditions described in this Agreement. Changes in these terms and conditions will apply to all MSC MAVcard then in circulation and to all then active MSC MAVcard Accounts and will supersede the terms and conditions in effect when the card was issued and/or validated. MSC will notify you of any changes in these terms and conditions and of the date on which the changes will become effective. In addition, you are entitled to prior notice of certain changes in the terms and conditions described in the DISCLOSURE STATEMENT. Please refer to the "Change of Terms Notice" in the DISCLOSURE STATEMENT for more information.

CANCELLATION OF AGREEMENT

MSC reserves the right to cancel this Terms and Conditions Agreement and revoke any or all of the rights or privileges granted to you if you violate College rules, policies, or procedures; if you violate the terms of the MSC MAVcard Application form or if any information on the form is inaccurate; or if you breach this Agreement in any way.

APPLICABLE LAW

Terms and Conditions Agreement is governed by the law of the State of Colorado and applicable federal statutes and regulations