



MAVcard Terms and Conditions Agreement

INTRODUCTION

The CMU MAVcard serves several purposes. First and foremost, it is your Colorado Mesa University ("CMU" or the "University") identification and activity card. In addition, the card enables CMU to keep track of your University meal plan use. You may also use your CMU MAVcard by loading a prepaid amount of money to use at various places around campus.

APPLICATION

To obtain a CMU MAVcard, you must complete a CMU MAVcard APPLICATION FORM and submit it to the CMU MAVcard Office together with an official U.S. government issued photo ID. Students must be degree seeking (or noted as a Golden Scholar) and registered for classes and Faculty/Staff must present their HR check in form. Your signature on the CMU MAVcard Application Form and acceptance of a CMU MAVcard constitutes your agreement to the terms and conditions listed on the Application Form and in this Agreement.

IDENTIFICATION CARD

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

ACTIVITY CARD

A CMU MAVcard allows currently enrolled CMU students and University employees to attend or participate in University activities such as athletic events and Student Life events. The card also grants students and employees access to campus facilities and programs such as the Outdoor Program, the Tomlinson Library, and the Hamilton 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, COMMUTER, and FACULTY/STAFF MEAL PLAN CARD

If you have purchased a University residential or commuter meal plan, your CMU MAVcard verifies your eligibility for meals and enables CMU to keep track of your meal plan use.

Any residential meal plan MAVmoney left over after fall semester is available for spring semester for enrolled students. If a MAVmoney balance associated with a residential meal plan remains at the end of the Academic Year, it is non-refundable and forfeited on June 30th. For any Commuter or Faculty/Staff Meal plan, purchases can be made via the MAVcard website. For refund eligibility on Commuter or Faculty/Staff Meal plans, please refer to the Refund section at the bottom.

DECLINING BALANCE CARD

You may use your CMU MAVcard as a declining balance 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 and can be used at any food location on campus as well as a few participating off campus merchants. The second account is the FLEX money Account. This account can be used at any on campus department where the Flex is accepted including the bookstore, MAVprint, and Parking Services including pay to park machines.

When you make purchases with your CMU MAVcard, the amount of the purchase (including any applicable taxes) will be electronically declined from your CMU MAVcard ACCOUNT (Flex or MAVmoney) held for you by the University. Your CMU MAVcard cannot be used as a declining balance card until you deposit funds in either of the two MAVcard Accounts, and the University credits the deposit to the accounts. Making a deposit to your CMU MAVcard Account is VOLUNTARY. If you do not deposit funds in your CMU MAVcard Account, your CMU MAVcard will not be validated as a declining balance card and cannot be used to make purchases.

IMPORTANT INFORMATION ABOUT VALIDATING YOUR CMU MAVcard AND THE SPECIFIC TERMS AND CONDITIONS THAT GOVERN ITS USE AS A DECLINING BALANCE CARD APPEAR IN THE ATTACHED DISCLOSURE STATEMENT.

PLEASE READ THE DISCLOSURE STATEMENT CAREFULLY BEFORE DECIDING TO VALIDATE YOUR CMU MAVcard AS A DECLINING BALANCE CARD! IF YOU HAVE ANY QUESTIONS CONCERNING THE DISCLOSURE STATEMENT OR THIS AGREEMENT, CONTACT THE CMU MAVcard OFFICE IN THE UNIVERSITY CENTER OR AT 970-248-1059 FOR MORE INFORMATION.

A. YOUR CMU MAVcard IS A DECLINING BALANCE CARD, NOT A CREDIT CARD

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

B. YOUR CMU MAVcard CAN BE USED AS AN ATM and PIN-BASED DEBIT CARD

Your CMU MAVcard CAN be used at ATMs if you have signed up for a Checking Account with US Bank and linked your MAVcard to that account. Please contact a U.S. Bank representative for all of the details relating to this program. Cash withdrawals from ATMs using your MAVcard are available only from a U.S. Bank Account.

C. HOW TO MAKE DEPOSITS TO YOUR CMU MAVcard ACCOUNT (S).

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

There is no minimum balance in any of the CMU MAVcard Accounts. Deposits may be made at the CMU MAVcard Office or online.

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

D. NO INTEREST WILL ACCRUE OR BE PAID ON FUNDS HELD IN YOUR CMU MAVcard ACCOUNT (S).

You understand and agree that NO interest or other earnings on funds deposited in your CMU MAVcard Account(s) will accrue or be paid or credited to you by CMU.

CORRECTIONS

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

Repeated shortages or negative amounts may be grounds for canceling your CMU MAVcard Account. For any account with a shortage or negative amount, the University 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 money Account or one of the MAVmoney Accounts within a half-hour on a regular University 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 CMU MAVcard Account (excluding residential meal plans) 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. At the time you graduate, terminate your employment, or if you withdraw from the University, or if CMU terminates this agreement, you may request a refund of the balance in your MAVcard Accounts less any outstanding declining balances 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 directly deposited (if you have this setup with the Student Account/ HR Office) to your bank checking account or 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 CMU MAVcard Account.

INACTIVE ACCOUNTS

Your CMU MAVcard Account will be closed if there has been no account activity (e.g., declining balances or deposits) for 365 consecutive calendar days. If and when an inactive account is closed, the CMU MAVcard can no longer be used as a declining balance card and this agreement will be terminated effective on the date the account is closed. All remaining balances in CMU MAVcard Accounts will be zeroed out once account is closed.

CHANGE IN TERMS AND CONDITIONS

CMU reserves the right to make reasonable changes in terms and conditions described in this Agreement. Changes in these terms and conditions will apply to all CMU MAVcards then in circulation and to all then active CMU MAVcard Accounts and will supersede the terms and conditions in effect when the card was issued and/or validated. CMU will publish changes in these terms and conditions to the MAVcard website.

CANCELLATION OF AGREEMENT

CMU 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 University rules, policies, or procedures; if you violate the terms of the CMU 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.