

BearCard/BearBucks Disclosure Statement

The undersigned, herein referred to as "Cardholder," hereby opens a BearBucks Account, herein referred to as "Account," and agrees to be bound by all of the terms and conditions set forth herein. The Account will be administered by the BearCard Center, located in Bernard Hall 207, 201 Donaghey Ave., Conway, Arkansas 72035. A copy of this disclosure is also available at uca.edu/uca/bearbucks.php.

1. THE BEARCARD. *The mechanism for accessing the Cardholder's Account shall be the BearCard, herein referred to as "Card." The Cardholder must present his/her Card at the time of use in order to purchase products or services.*

a. The Card is the property of the University of Central Arkansas and is nontransferable.

b. The Card may be confiscated from Cardholder as a result of inappropriate or illegal use.

2. LOST OR STOLEN CARDS.

a. A lost or stolen Card must be reported immediately in person at the BearCard Center or by telephone at (501) 450-5818, during the business hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. After business hours, lost or stolen cards may be deactivated online at bearbucks.uca.edu/1card. Lost or stolen Cards must be reported to the University of Central Arkansas Police Department at (501) 450-3111.

3. REPLACEMENT CARDS

a. All students, faculty, staff, and university affiliates must be in possession of a current BearCard at all times. If a BearCard is lost or stolen, Cardholders have 48 hours to report the lost or stolen card to the BearCard Office, UCPD, and/or deactivate it online, and to report in person to the BearCard Office to obtain a replacement card and. A charge of \$10.00 will be imposed for lost or stolen cards. No charge will be imposed for a card that is inoperable due to normal usage or for a card on which the magnetic stripe no longer works. The BearCard Center reserves the right to charge Cardholders for replacement cards in a situation where the card is unusable due to neglect or damage on the part of the Cardholder.

4. THE BEARBUCKS ACCOUNT.

a. The Account is a record of predeposited funds accessed by the Cardholder for the purpose of purchasing products and services.

b. There is no daily limit on the number of purchases that may be made and debited; however, no debits or charges shall exceed the amount of deposited funds.

c. No interest shall be paid on any balance in the Account.

d. The Cardholder understands and agrees that the Account shall not be used as a credit card or to obtain cash advances.

e. The Cardholder understands and agrees that the Account is nontransferable.

f. The Account will be activated automatically upon receipt by the BearCard Center of an initial and minimum deposit of ten U.S. dollars (US \$10.00). Deposits may be made as follows: (1) in person at the BearCard Center with cash, check, money order, or credit/check card; (2) by mail with a check, money order, or credit/check card; (3) by telephone with a credit/check card; (4) online at bearbucks.uca.edu/1card with a credit/check card; or (5) at a campus Automatic Deposit Machine (ADM) located in Christian Cafeteria, Torreyson Library, or the Student Center with a credit/check card or cash. All deposits received by mail will be credited to the Account by the following business day after receipt of payment in our office. Deposits can be mailed to: The BearCard Center, Bernard Hall 207, 201 Donaghey Ave., Conway, Arkansas 72035. In person deposits may be made in the BearCard Center. All deposits received in the BearCard Center before 4:30 p.m., done online, or done at an ADM will be credited to the Account immediately.

g. After initial activation, additional deposits may be made at any time in the amount of five U.S. dollars (US \$5.00) or more.

5. FEES. *There are no charges assessed to the Cardholder for any transaction(s); however, should a check presented for deposit to an Account be returned due to insufficient funds, the Cardholder's account will be charged a \$15.00 fee. The Cardholder's Account will be deactivated until sufficient funds are deposited by the Cardholder.*

6. UNAUTHORIZED PURCHASES.

If a Card is lost or stolen, the Cardholder is responsible for unauthorized Account purchases until the Card is reported as lost or stolen to the BearCard Center or the University of Central Arkansas Police Department. Once the Card is reported as lost or stolen, the Card (and its associated Account) will be deactivated.

7. REFUNDS AND RETURNS. *Merchandise may be accepted for return in accordance with the refund policy in effect at the place of purchase of the product(s) or service(s).*

8. ACCOUNT CLOSURE AND REFUNDS

a. The Account will be closed if the Cardholder ends his/her association with the University.

b. The BearCard Center reserves the right to close any Account that is inactive for twelve (12) months or more. Funds on inactive accounts will be forfeited to the university.

c. Refunds may be issued for accounts with a balance of \$30.00 or greater and may be requested at the BearCard Center. A \$30.00 administrative fee is charged to all accounts closed that have a balance greater than \$30.00 and to which a refund is issued. No refunds will be issued for balances of less than \$30.00. Students have the option of being issued a check or having a credit issued to their Student Account. The amount issued is the balance remainder, minus the administrative fee. Faculty/staff will be issued a check for the balance remainder, minus the administrative fee.

9. RECEIPTS AND STATEMENTS. *If the point of sale terminal is equipped to provide a receipt, the Cardholder will either receive a receipt as a matter of course or upon request. It is the Cardholder's responsibility to ensure that the receipt is correct. A statement of account activity is available in real-time at bearbucks.uca.edu/1card.*

10. ERROR RESOLUTION.

a. If there is an error on a receipt or activity statement or if the Cardholder would like more information about a specific transaction, the BearCard Center may be contacted by telephone at (501) 450-5818. The BearCard Center may require that the Cardholder submit a written notification within ten (10) business days of it being brought to our attention.

b. When making a request for an adjustment to the Account, the Cardholder must furnish the following information: (1) the Cardholder's name and Account number; (2) a description of the transaction in question and explanation of the discrepancy; and (3) the dollar amount of the transaction in question.

c. The BearCard Center will investigate the Cardholder's request and provide a written decision to the Cardholder within ten (10) business days. If an error is found, the BearCard Center will make the necessary adjustments to the Cardholder's Account. If no error is found, the BearCard Center will provide the Cardholder with a written explanation within three (3) business days of the conclusion of the investigation. The Cardholder may request copies of the document(s) used to conduct the investigation.

11. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES. *Information about the Cardholder's Account will be disclosed to third parties only for the following reasons: (1) in order to complete a transaction; (2) in order to comply with a government agency or court order; (3) in conjunction with all other cardholder accounts in the aggregate but not specific in regard to any individual's account; or (4) with Cardholder's written permission.*

12. CHANGES IN TERMS AND CONDITIONS. *The terms and conditions of this Agreement are effective and remain binding until the Cardholder is otherwise notified in writing. If any changes are made to the terms and conditions, the BearCard Center shall provide the Cardholder with notice of change(s) at least twenty-one (21) days in advance of the effective date. Prior notice need not be given where immediate change in terms and conditions is necessary to maintain or restore the security of the Account.*

13. GOVERNING LAW. *This agreement shall be governed by and construed in accordance with the laws of the State of Arkansas*