

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 Office, located in Student Center, 104 Donaghey Ave., Conway, Arkansas 72035. A copy of this disclosure is also available at uca.edu/bearcard.

1. THE BEARCARD

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

- a. All students, faculty, staff and university affiliated must be in possession of a current BearCard at all times.
- b. The Card is the property of the University of Central Arkansas and is not transferable. Only the person to whom the Card has been issued is eligible to use the Card. Any transfer, alteration, falsification, or forgery of a Card may result in appropriate disciplinary action. In addition, fraudulent and illegal use of the Card may result in criminal charges.
- c. The Card may be confiscated from Cardholder as a result of inappropriate or illegal use.
- d. The picture for the UCA BearCard must show a clear, front view of the applicant's face. The applicant should have a neutral expression, with the mouth closed and eyes open, looking directly ahead. In general, the applicant's head, including both face and hair, should be shown from the top of the forehead (at the hairline) to the top of the chin on top and bottom and from hairline side-to-side. During the photo session, No hats, sunglasses, hand gestures or inappropriate clothing will be permitted. In addition, bangs (fringe) should not obscure the eyes or an unreasonable amount of the face. Head coverings are only acceptable due to religious beliefs or for medical reasons, provided the head covering does not: obscure or obstruct a full front view of the face; display any logo, insignia, symbol or regalia, word or words, letter, number or character, or any combination thereof, or graphic design other than the overall pattern of the fabric or material; and/or cast a shadow onto the face. The BearCard Office reserves the right to ask for additional verification showing religious or medical status. Eyeglasses worn on a daily basis can be worn for the photo; however, there should be no reflections from the eyeglasses that obscure the eyes. Dark glasses or nonprescription glasses with tinted lenses are not acceptable unless you need them for medical reasons.

2. LOST OR STODEN CARDS

A lost or stolen Card must be reported immediately in person at the BearCard Office 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 uca.edu/bearcard. Stolen Cards must be reported to the University of Central Arkansas Police Department at (501) 450-3111. If a BearCard is lost or stolen, Cardholders have 48 hours to report the lost or stolen card to the BearCard Office, UCAPD, and/or deactivate the Card online, and to report in person to the BearCard Office to obtain a replacement card.

3. REPLACEMENT CARDS

A charge of \$10.00 will be imposed for lost, stolen, or damaged cards. No charge will be imposed for a card that is inoperable or for a card on which the magnetic stripe no longer works due to normal usage. For a stolen card, no charge will be imposed if an official police report noting that your ID was stolen with your personal property is submitted at the time of your request. The BearCard Office 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 pre-deposited 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 of the Card from the BearCard Office. Deposits may be made as follows: (1) in person at the BearCard Office with cash, check, money order, or credit/check card; (2) by mail with a check or money order; (3) by telephone with a credit/check card; (4) online at uca.edu/bearcard with a credit/check card; or (5) at a campus Automatic Deposit Machine (ADM) located in Student Center or Torreyson Library 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: BearCard, Student Center 104, 201 Donaghey Ave., Conway, Arkansas 72035. In person deposits may be made in the BearCard Office. All deposits received in the BearCard Office before 4:30 p.m., done online, or done at an ADM will be credited to the Account immediately.
- g. Deposits may be made at any time in the amount of one U.S. dollar (US \$1.00) 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 or ID replacement be returned due to insufficient funds, the Cardholder's student account will be charged a \$15.00 fee. The Cardholder's student 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 Office. Once the Card is reported as lost or stolen, the Card (and its associated Account) will be deactivated.

7. MERCHANDISE 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 their association with the University.
- b. The BearCard Office 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. Students, faculty, and staff refunds may be issued for accounts and may be requested at the BearCard Office. The Cardholder will be issued a check or direct deposited into their bank account. The amount issued will be the remaining balance.

9. RECEIPTS AND STATEMENT

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 through the **BearBucks website**.

10. ERROR RESOLUTION

- a. If there is an error on a receipt of activity statement or if the Cardholder would like more information about a specific transaction, the BearCard Office may be contacted by telephone at (501) 450-5818. The BearCard Office 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 Office 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 Office will make the necessary adjustments to the Cardholder's Account. If no error is found, the BearCard Office 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 Office will 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 are 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.

Updated: 7/7/2016