



Action Card Office

Electronic Fund Transfer Terms and Conditions

A University of Alabama Action Card debit account allows the cardholder to electronically authorize transfers of funds for payment for goods and services at participating locations. Any purchases made with cardholder's Action Card at authorized locations (whether located on or off campus) will be deducted automatically from cardholder's debit card account at the time of purchase.

ACTION CARD BUSINESS OFFICE INFORMATION

Location: 451 Campus Drive E
Campus Drive Deck
Room 170
Hours: Monday-Friday, 8:00 AM to 5:00 PM
(All university holidays are observed.)
Phone: (205) 348-2288 or 1 800 474-2288
Web: actcard.ua.edu
Address: The University of Alabama
Action Card Office
Box 870355
Tuscaloosa, AL 35487-0355

DISCLOSURE FOR ELECTRONIC FUND TRANSFERS

1. The use of the Action Card is subject to all the terms, conditions, rules and regulations contained in the Action Card Electronic Funds Transfer Agreement.
2. The cardholder agrees that the Action Card shall be the property of the University of Alabama and must be returned to University officials upon request. It should be carried at all times by the cardholder. This card is non-transferable. Unauthorized use, tampering, or alteration may result in disciplinary action. There is no charge to the cardholder for use of the Action Card by the University.
3. The cardholder agrees to use and maintain the University issued Action Card to access their Action Card debit account funds for payment of services at participating locations. A list of participating locations is available online at actcard.ua.edu or a listing can be provided at the Action Card Office.
4. Cash withdrawals from cardholder's Action Card debit account(s) are not permitted.

DELIVERY AND ELIGIBILITY

1. Delivery by the cardholder, to the Action Card physical or virtual office, via campus kiosks located in University Libraries and Ferguson Center, or to the Bama Dining Office, located in Lakeside Dining, of payment for an Action Card Bama Cash debit account, constitutes a deposit to that Action Card debit program. Delivery by the cardholder, to the Bama Dining Office, located in Lakeside Dining, of payment for an Action Card Dining Meals debit account, constitutes a deposit to that Action Card debit program. The Action Card debit account will be automatically activated upon receipt by the University of the deposit listed in the application. A Dining Dollars debit account will be automatically established for undergraduate freshman and transfer students in accordance with paragraph, "Eligibility" below.
2. Eligibility:
 - a. Voluntary Debit Accounts: Bama Cash and Dining Meals are each optional debit card accounts which are available to individuals who are eligible for an Action Card debit card. Individuals who are eligible for an Action Card debit card account include students, faculty and staff, retirees, adjunct faculty, alumni, community, vendors, dependents and special programs affiliated with the University.

- b. Dining Dollars Debit Account: Undergraduate students who are enrolled at the University of Alabama in a regular program for the first time since the Summer term of 1996 are charged a \$325 food service fee for each Fall and Spring semester in which they are enrolled for nine or more hours and a \$100 food service fee for each Summer term in which they are enrolled for five or more hours. The food service fee is billed on the student account in the Office of Student Receivables and for student accounts financially cleared and confirmed, the food service fee is automatically credited by the first day of classes to the student's Action Card debit account as Dining Dollars for student use. For student accounts financially cleared and confirmed by the Office of Student Receivables after the first day of classes, the student's Action Card debit account will be automatically credited at the next scheduled download of information between the Office of Student Receivables and Action Card Office. Married students and students who qualify as heads of household are entitled to an exemption from this required food service fee. Requests for exemption from this mandatory food service fee must be in writing and approved by the University before the Dining Dollars charge will be removed from the cardholder's debit and/or student account. Dining Dollars exemption guidelines are outlined under REFUNDS below.

ACTIVATION

1. Initial Activation: Cardholder's debit card account will be activated automatically upon receipt by the University of the initial minimum deposit. The initial minimum deposit amount is \$10 for office and online web deposits and \$1 for deposits initiated via campus kiosks. If cardholder's initial deposit check is returned for non-payment, a \$30 charge will be assessed on the cardholder's student account and cardholder's Action Card debit account will be automatically deactivated. Should cardholder have made purchases prior to the University receiving notification of the initial deposit check returned for non-payment, the dollar value for such purchases will be immediately assessed on the cardholder's student account. All Action Card debit account deposits made by approved credit cards must be authorized by the credit card company prior to the University's acceptance of the deposit and activation of the Action Card debit account. Dining Meals can be purchased and activated for a selected number of meals per week or term based on cardholder's meal plan selection on the Dining Meals debit account application. For the Dining Dollars program, the per semester charge will be billed to the cardholder's student account and then automatically credited to the cardholder's Action Card Dining Dollars debit account for student accounts financially cleared and confirmed by the Office of Student Receivables.
2. Additional Deposits: After initial activation of any optional debit card account, additional deposits to that debit account may be made at any time. Additional deposits may be added to an existing Bama Cash account in any increments of \$1 or above for deposits at the Action Card Office, Bama Dining Office and campus kiosks while additional online web deposits may be added for \$10 or above. If the cardholder's check is returned for non-payment, a \$30 charge will be assessed on cardholder's student account and the balance in cardholder's Action Card debit account will be reduced by the amount of the returned check. Should the cardholder have made purchases prior to the University receiving notification of the check returned for nonpayment and those funds were drawn upon payment of these purchases, the dollar value for these purchases will be immediately assessed on the cardholder's student account. With regard to Dining Meals weekly reset debit accounts, a cardholder may change the level of the meal plan at any time during the current semester for a \$35 Change Fee for each

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requested change. Any change in meal plan levels to a lower price meal plan level will not result in a cash refund to the cardholder but the price differential between the two meal plans will be transferred to the cardholder's student account at the Office of Student Receivables and credited against any outstanding amounts on the cardholder's student account. Thereafter, a refund check for any remaining funds will be forwarded to the last known permanent address of the cardholder. (See REFUNDS below) With regard to Dining Meals semester reset debit accounts, a cardholder may purchase an additional meal membership program at any time during the semester.

3. Transfers from Dining Meals Program: Any cardholder who is required to purchase a mandatory food program from an official University sanctioned student organization may request within a seven (7) day period following the official bid day for the official University sanctioned student organization a cancellation of the Dining Meals Program. The required mandatory food service program from the official University sanctioned student organization must be equal to or exceed the University's Bama Dining program. Proof of the mandatory food program must be presented to the Bama Dining Office in Lakeside Dining. The amount of the transfer from cardholder's Dining Meals debit account will be calculated by subtracting from the initial Dining Meals deposit the value of the meal plan meals served but not consumed as of the time of the request prorated on a weekly basis.

USAGE

1. Dining Dollars debit account may be for a la carte and vending machine food and beverage purchases at authorized locations. A list of authorized locations can be found on the Action Card website (actcard.ua.edu) or a listing is available at the Action Card Office. Dining Dollars Fall semester balances carryover to the Spring semester. See REFUNDS below for information on credit requests.
2. Bama Cash may be used for food and beverage, vending, laundry and other non-food purchases at authorized locations. A list of authorized locations can be found on the Action Card website (actcard.ua.edu) or a listing is available at the Action Card Office. For Bama Cash authorized a la carte purchases and selected campus vending machine food and beverage purchases, the Action Card debit account system will first attempt to complete the purchases using funds in cardholder's Dining Dollars account if cardholder has such an account; if cardholder does not have a Dining Dollars debit account or if funds in that account are insufficient to complete the transaction, the system then attempts to complete the purchase using funds in cardholder's Bama Cash account if cardholder has such an account; if cardholder does not have a Bama Cash account or if funds in that account are insufficient to complete the transaction, the transaction will be denied for payment. For non-food purchase transactions from authorized vendors and/or food purchases from non Bama Dining authorized locations, the system only uses funds in cardholder's Bama Cash account; if cardholder does not have a Bama Cash account or if funds in that account are insufficient to complete the transaction, the transaction will be denied for payment.
3. Dining Meals
 - a. Weekly Reset Meal Accounts: Meals that are provided by meal plans purchased through a Dining Meals debit account are served in the University's Burke, Lakeside, Bryant and Fresh Food Company dining halls. Seventeen (17) meals are served Sunday through Saturday during the Fall and Spring semesters and fifteen (15) meals are served Monday through Friday during the Summer terms. Students are allowed a maximum of three (3) meals per day, once meal per meal period up to the total weekly meals purchased by the cardholder. Unused meals do not carry over from week to week. Meal plans are non-transferable, either in part or whole. Guest transactions may be paid for with either Dining Dollars or by Bama Cash.
 - b. Semester Reset Meal Accounts: Meals that are provided by meal plans purchased through a Dining Meals debit account are served in the University's Burke, Lakeside,

Bryant and Fresh Food Company dining halls. Unused meals from the fall semester roll to the spring semester. All meal plans expire on the last day of class of the spring semester. Remaining meals will not rollover to summer or the following fall semester. Students are allowed unlimited meals per day for each meal period up to the total semester meals purchased by the cardholder. Meal plan members may pay for each guest transaction using one meal count from their semester meal plans total purchased for the current term.

REFUNDS

1. Transfer to Student Account: Subject to certain conditions outlined herein, when a refund credit request for Bama Cash or Dining Dollars, is received, the refund credit amount, if any, from the debit account(s) is transferred to the Office of Student Receivables and credited against any outstanding amounts on the cardholder's student account; and thereafter a refund check for any remaining funds will be forwarded to the last known permanent address of the cardholder. Refund credits are not effective until approved by the University. For cardholders without a student account at the Office of Student Receivables, the refund credit request is processed directly by the Action Card Office and a refund check will be issued to cardholder's last known address. No cash refunds will be authorized.
2. Bama Cash Debit Accounts: Requests for credit from cardholders for unspent Bama Cash account will be accepted, in writing, in the Action Card Office, 451 Campus Drive E (Campus Drive Deck) or Bama Dining Office, 133 Burke East, between April 15th and July 1st and processed only after the last day of published final examinations for the spring semester if the cardholder was enrolled in the Spring semester. Written requests must include the cardholder's name, account number and signature. 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. If the cardholder was enrolled for a Summer term only, requests for credit will be accepted between August 1 and September 15 and processed after the last day to late register for the Fall 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 credit at any time in the term other than the end of the Spring semester. When a request is received, any unspent funds are forwarded to The Office of Student Receivables and credited against any outstanding amounts on the cardholder's account. Cardholder must contact the Office of Student Receivables, at (205) 348-5350, regarding refund requests on Student Receivables accounts. No cash refunds will be authorized.
3. Inactive Accounts: 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 will be charged an annual fee of \$25. Debit account activity will be reviewed annually every May and the account fee will be assessed, where appropriate, to the cardholder debit account in May of each year.
4. For requests for credit from cardholders where the cardholder does not have established a Student Receivables account (such as faculty, staff, retirees and affiliate group members), the cardholder may submit refund requests in writing at any time during the year and needs to allow 30 days processing time. Requests for refunds must be submitted to the Action Card Office at 451 Campus Drive E (Campus Drive Deck), Box 870355, Tuscaloosa, AL 35487-0355. The refund credit request is processed directly by the Action Card Office and a refund check will be issued to cardholder's last known address. No cash refunds will be authorized.
5. Dining Meals Debit Accounts: Dining Meals debit account refund credit requests will be processed and made according to the Refund section above or when the cardholder officially withdraws from the University. The refund credit amount is calculated by dividing the number of weeks remaining in the current semester as of the date the written refund credit request is received by the Bama Dining Office

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by the total number of weeks in the semester and multiplying that result by the initial deposit for the Dining Meals Account. Consistent with Student Receivables policy of Proration of Tuition and Housing Charges, no refunds will be given after the eighth week (100% charge) of the term. Refund credit requests must be submitted in writing to the Bama Dining Office at Lakeside Dining, Box 870389, Tuscaloosa, AL 35487-0389.

6. Dining Dollars Accounts

- a. Exemption Requests: Cardholder appeals for exemption for Dining Dollars must be filed with and approved by the University in order to remove the charge from the students account. Once a decision is made to exempt, the exemption is final for the cardholders stay at the University. Application forms for an exemption for Dining Dollars are available through Auxiliary Services at 1-205-348-5686. Once the exemption is filed and notification of the decision has occurred, further written appeal of the decision must occur within thirty (30) days to the Food Service Appeals Committee. If desired, a personal appearance before the committee, with the written statement, can be scheduled. Auxiliary Services should be contacted for a hearing date. Decisions by the Appeals Committee are final.
- b. Refund Requests: All requests for credit must be submitted in writing to the Bama Dining Office. Fall semester balances in Dining Dollars carryover to the Spring semester. Any unspent funds remaining in Dining Dollars after Spring semester will be transferred to the cardholders Bama Cash account. Any unspent funds remaining in Dining Dollars after Summer II will be transferred to the cardholders Bama Cash account. Students who do not wish to have the automatic transfer between Dining Dollars and Bama Cash can request that the unspent balance be credited to their student account in Student Receivables. Requests for credit from cardholders for unspent Dining Dollar account funds will be accepted, in writing, in the Bama Dining Office, Lakeside Dining, between April 15th and July 1st 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. If the cardholder was enrolled for a Summer term only, requests for credit will be accepted between August 1 and September 15 and processed after the last day to late register for the Fall semester or after the cardholder graduates, officially withdraws, is administratively withdraws, suspended or leaves the University. Proof of withdrawal, graduation, administrative withdrawal, or suspension is required prior to processing a request for credit at any time in the term other than the end of the Spring semester. Credits on Action Card accounts for Dining Dollars are processed when a written request for credit is submitted. When a request is received, any unspent funds are forwarded to The Office of Student Receivables and credited against any outstanding amounts on the cardholder's account. Cardholder must contact the Office of Student Receivables, at (205) 348-5350, regarding refund requests on Student Receivables accounts. No cash refunds will be authorized.

CARDHOLDER RESPONSIBILITIES

The Action Card cardholder is responsible for all cardholder authorized transactions. This includes any transactions that are completed when the cash registers/terminals/readers are not in direct communication with the system

processor for whatever reason or when there are insufficient funds in the cardholder's Action Card debit account(s). 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 cardholders 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 added to the cardholder's student account at The Office of Student Receivables for billing and collection.

NOTIFICATION AND REPLACEMENT PROCEDURES FOR LOST/STOLEN CARDS OR UNAUTHORIZED CARD USE

Call the Action Card Office IMMEDIATELY, locally at (205) 348-2288 or toll-free at 1 800 474-2288, to report any lost or stolen cards or unauthorized card usage. Telephones are answered 24 hours/7 days a week (including University holidays). Notice can be given by phone, by person or in writing. Notice may be given in person at the Action Card Office located at 451 Camus Drive E (Campus Drive Deck) during regular business hours. Notice in writing may be given to: Action Card Office, The University of Alabama, Box 870355, Tuscaloosa, AL 35487- 0355. Upon receiving notice of a lost or stolen card or unauthorized card use, the cardholder's Action Card will be deactivated.

When reporting a lost or stolen card or unauthorized card use, cardholder should provide the following information:

1. Cardholder's name, address, and account number;
2. Any information that may help in preventing unauthorized card use or further losses;
3. Contact telephone number where cardholder can be reached.

Replacement Action Cards can be obtained Monday-Friday from 8:00 AM until 5:00 PM (except during University holidays) at the Action Card Office located in 451 Campus Drive E (Campus Drive Deck). A \$30 replacement card fee will be charged by the University. For cardholders with student accounts at the Office of Student Receivables, the fee will be billed to their student account in the Office of Student Receivables. For all other cardholders, the \$30 fee must be paid at the time of card issuance. Acceptable payment methods are cash, check, credit cards (Visa, MasterCard, Discover) Bama Cash or University departmental transfer form.

Should it be necessary, temporary Action Cards can be obtained at no charge from the Action Card Office or, during non-business hours, from the Department of Public Safety, located at 1110 Jackson Avenue, (205) 348-5454. Temporary Action Cards are good for only a short, pre-established time and will offer the same privileges as cardholders regular Action Card to allow a cardholder to temporarily access campus services. Off campus merchants may require an additional form of ID when cardholder initiates a transaction at their site. When cardholder obtains a replacement Action Card, cardholder will be required to return the temporary card to the Action Card Office or a fee of \$10 will be assessed to the cardholder. Payment of the fee will be assessed in the same manner as replacement card fees.

ACTION CARD CARDHOLDER'S LIABILITY FOR UNAUTHORIZED PURCHASES

If cardholder believes his/her Action Card has been lost or stolen, cardholder should report at once such loss or theft to the Action Card Office. Failing to make a report of a lost or stolen Action Card may result in cardholder losing all funds in cardholder's debit account(s). If cardholder believes his/her Action Card has been lost or stolen, and cardholder notifies the Action Card Office within two (2) business days after cardholder learns of the loss or theft, then cardholder can lose no more than \$50.00 if someone used the Action Card without cardholder's permission. If cardholder does not report the loss or theft of his/her Action Card to the Action Card Office within two (2) business days after cardholder learns of the loss or theft, and the University can prove it could have stopped someone from using cardholder's Action Card without permission if cardholder had reported the loss or theft, cardholder could lose as much as

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\$500.00. In both cases cardholder's maximum liability for unauthorized use may be further limited by the amount of unauthorized transfer(s) that actually occur.

If cardholder fails to notify the Action Card Office within 60 days of a statement transmittal on which an unauthorized transaction(s) FIRST appears, then cardholder may not get back any funds lost after the 60 days if the University can prove that it could have stopped someone from using cardholder's Action Card without permission if cardholder had reported the discrepancy to the Action Card Office in time. If a delay in notifying the University was due to extenuating circumstances, such as extended travel or hospitalization, the time periods specified above for notifying the Action Card Office may be extended to a reasonable time. The University's business days are Monday through Friday, excluding University holidays.

DISCLOSURE OF INFORMATION TO THIRD PARTIES

The University may disclose information to third parties about the cardholder's account or the transfer made: (a) in order to comply with court orders or other applicable laws; (b) if the cardholder gives written permission; (c) where it is necessary for completing transactions; or (d) in order to verify the existence and condition of cardholder's account for a third party.

LIMITATIONS ON FREQUENCY AND/FOR DOLLAR AMOUNTS OF TRANSFERS

Subject to the limitations outlined below, cardholder may use the Action Card debit feature for an unlimited number of purchases as long as such use does not exceed the funds unavailable in cardholders debit account. There are pre-established daily dollar and/or usage limits on unattended debit card readers and daily meal limits, period limits, or purchased weekly or semester total limits on Dining Meals debit accounts. There are no daily dollar and/or usage limits on attended debit card readers as long as cardholder does not exceed the funds available in cardholder's account. Examples of an unattended debit card reader are snack and drink vending machines. Should cardholder exceed the pre-established daily dollar limit on an unattended debit card reader, the transaction will be denied even though there are funds in cardholders debit account. For Dining Meals weekly accounts, the pre-established daily limits are a maximum of 3 meals per day and one meal per meal period up to the weekly meal totals on the weekly meal plan purchased by the cardholder. For Dining Meals semester accounts, the pre-established limits are a maximum of the semester meal plan purchased by the cardholder.

CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

The College does not charge for the use of the Action Card. The Action Card Office reserves the right to charge a fee for the replacement of a lost or stolen card.

DOCUMENTATION OF TRANSFERS

If a point-of-sale terminal is equipped to provide a receipt, the cardholder will receive a receipt at the time of the purchase indicating the amount, type, location and date of the transfer. The cardholder also will receive periodic online account statements detailing the Action Card debit account activity for the preceding time period's activities for both attended and unattended debit card reader locations. Balances given by Action Card readers may not reflect any outstanding non-electronic account activity. Cardholder will be required to sign a receipt upon delivery of goods for telephone orders cardholder places to authorized vendors and will be given a copy of that receipt showing the amount to be transferred from cardholder's account.

UNIVERSITY'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If the University does not complete a transfer to or from the cardholder's debit card account within a reasonable period of time or in the correct amount according to the University's agreement with cardholder, the University may be liable to cardholder, to the extent permitted by Alabama law, for all damages proximately caused 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 Action Card computer system; (d) if the Action 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. 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.

ERROR RESOLUTION PROCEDURES

As soon as cardholder believes there is a discrepancy with an Action Card debit account transaction as shown on cardholder's statement or receipt or cardholder desires more information about a transaction listed on the statement or receipt, cardholder should promptly contact the Action Card Office but in any event no later than sixty (60) days after the date of the statement on which the discrepancy first appears. Cardholder may contact the University's Action Card Office in person at 451 Campus Drive E (Campus Drive Deck), by mail at Box 870355, Tuscaloosa, AL 35487-0355, or by telephone at (205) 348-2288. When contacting the Action Card Office, cardholder should furnish the following information: (a) cardholder's name and account number; (b) description of the transaction in question and a detailed explanation of the discrepancy; and (c) the dollar amount of the questioned transaction. If a cardholder makes a verbal inquiry, the University may require the cardholder to send the cardholder's question or inquiry in writing within 10 business days to the Action Card Office. The University will tell the cardholder the results of the investigation within 10 business days after the University hears from the cardholder and will correct promptly any error which was discovered. If the University needs more time to investigate a discrepancy, it may take up to 45 days to investigate the discrepancy. If the University requires such additional time it will recredit the cardholder's account within the 10 business days for the amount of the discrepancy, so that the cardholder will have the use of the funds while the University completes its investigation. If the cardholder is asked to report the discrepancy in writing and the Action Card Office does not receive the written report within 10 business days, the University may not recredit the account. If the University decides there was no error, it will send the cardholder a written explanation within 3 business days after the University finishes its investigation. The account holder may request and receive copies of the documents that were used in the investigation.

CHANGE IN TERMS NOTICE

The University shall mail or deliver written notice at least twenty-one (21) days before the effective date of any change in a term or condition if the change would cause increased fees or charges, increased liability for the cardholder, decrease the types of available electronic fund transfers, or impose stricter limitations on the frequency or dollar amounts of transfers. Prior notice need not be given where an immediate change(s) in terms or conditions is necessary to maintain or restore the security of an electronic fund transfer system or account. However, if a change is to be made permanent, the University shall provide written notice of the change to the cardholder on or with the next regularly scheduled periodic statement or within thirty (30) days, unless such disclosure would jeopardize the security of the system or account.

THIS NOTICE DESCRIBES IMPORTANT INFORMATION REGARDING YOUR RIGHTS. PLEASE RETAIN THIS DISCLOSURE FOR YOUR RECORDS.

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