College of Charleston
Employee Cougar Card Agreement 05/15/2006

The undersigned herein referred to as "Cardholder" hereby opens a Cougar Cash 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 Cougar Card Office, a division of the Business Affairs division of College of Charleston, located at the College of Charleston, Cougar Card Office, 66 George Street, Charleston, S.C. 29424.

1. **The Cougar Cash Account-** (a) The Account is a record of pre-deposited funds accessed by the Cardholder for the purchase of products and services. 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. No interest shall be paid on any balance in the Account. (b) The Cardholder understands and agrees that the Account shall not be used as a credit card to obtain cash advances. (c) The Cardholder understands and agrees that the Account is non-transferable. (d) The Account will be activated after a minimum deposit of $10. Deposits may be made as follows: (1) in person at the Cougar Card Office with cash, check, money order, and / or MasterCard, Visa, Discover Card or American Express. Deposits may be made during office hours, M-F between 8:30a.m. and 5:00p.m. A Cougar Card deposit form must be signed and turned into Cougar Card Services with each deposit to activate the deposited funds.

2. **Fees-** There are no charges assessed to the Cardholder for any transactions; however, a check presented for deposit to an Account, which is returned due to insufficient funds, will result in a $25 service charge.

3. **The Cougar Card –** The mechanism for accessing the Cardholder's Account shall be the Cougar Card, 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 College of Charleston, and is non-transferable. (b) The Card may be confiscated from the Cardholder as a result of inappropriate or illegal use.

4. **Lost, Stolen or Damaged Cards –** (a) A lost, stolen, or unauthorized Card must be reported immediately in person at the Cougar Card Office, or by telephone at (843) 953-1100 during normal working hours M-F 8:30 a.m. to 5:00 p.m. and after hours to Public Safety in person or by telephone at (843) 953-5609. The Cardholder will be responsible for all usage of the Card prior to proper notification to the Cougar Card Office or Public Safety as provided herein.

5. **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 or service. Refunds shall be credited to the Cardholder's Account. No cash refund will be made for any purchase made with the Card.

6. **Account Closures**- (a) The Account will be closed if the Cardholder ceases to be an employee of the College of Charleston. (b) Cougar Card Services will refund the account balance only after receipt of a written request. No refunds will be issued for Account balances of $10 or less. (c) The College of Charleston Cougar Card Office reserves the right to close any Account that is inactive for eighteen (18) months or more. Unclaimed balances in Accounts that are inactive for more than eighteen (18) months will be re-claimed.

7. **Receipts and Statements –** If the point-of-sale terminal is equipped to provide receipts, 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. An activity statement listing all transactions will be generated upon request at the College of Charleston Cougar Card Office.

8. **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 College of Charleston Cougar Card Office may be contacted by telephone at (843) 953-1100 or by mail within sixty (60) days of the error date. *I*n the event of verbal notification of an error, the College of Charleston Cougar Card Office may require that the Cardholder submit written notification within ten (10) business days. (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 College of Charleston Cougar Card Office will investigate the Cardholder's request and provide a written decision to the Cardholder within 10 business days. If an error is found, the Cougar Card Office will make the necessary adjustment to the Cardholder's Account. If no error is found, the College of Charleston Cougar Card Office will provide the Cardholder with a written explanation within three (3) days of the conclusion of the investigation. The Cardholder may request copies of the document(s) used to conduct the investigation.

9. **Disclosure Of Account Information To Third Parties** Information about the Cardholder's Account will be disclosed to the 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's Accounts in the aggregate but not specific in regard to any individual's Account, (4) with Cardholder's written permission.

10. **Changes in Terms and Conditions –** The terms and conditions of the agreement are in effect and remain binding until the Cardholder is otherwise notified in writing. If any changes are made to the terms and conditions, the College of Charleston Cougar Card Office shall provide the Cardholder with notice of changes 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.

11. **Governing Law –** This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Note: A cardholder who is unsure of fees, policies or procedures, should call (843) 953-1100 or visit www.cofc.edu/auxiliaryservices/cougar for clarification.

Cut or tear along dotted line.

Last Name **First Name** **MI** **CWID**

By my signature below, I acknowledge receipt of and agree to abide by the terms and conditions of the Employee Cougar Card Agreement.

Depositor's Signature (Must be signed to be valid) **Date**

Revised 05/15/2006