Pirate's Gold Disclosure Statement

The undersigned, herein referred to as "Cardholder," hereby opens a Pirate's Gold 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 SHU Campus ID Office, located in Duffy Hall, Room 63, South Orange, New Jersey, 07079.

1. THE PIRATE'S GOLD 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 among cardholders.
- f. The Account will be activated automatically upon receipt by the SHU Campus ID Office of an initial deposit. Deposits may be made as follows: (1) in person at the SHU Campus ID Office with cash, check, or money order: (2) by mail with a check, or money order: or (3) online with a credit/debit card. All deposits received by mail will be credited to the Account by the following business day after receipt.

2. FEES.

There are no charges assessed to the Cardholder for any transaction(s) using the card. If a check is presented for deposit to an Account, and returned due to insufficient funds, the cardholder will be assessed a \$35.00 returned check fee. The Cardholder's Pirate's Gold Account will be deactivated until sufficient funds are deposited by the Cardholder.

3. THE SHU PIRATE'S GOLD ACCOUNT.

The mechanism for accessing the Cardholder's Account shall be the SHU ID 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 Seton Hall University and is nontransferable.
- b. The Card may be confiscated from Cardholder as a result of inappropriate or illegal use.

4. LOST OR STOLEN CARDS.

- a. A lost or stolen Card must be reported immediately in person at the SHU Campus ID Office or by telephone at (973) 761-9771, during the business hours of 8:45 a.m. to 4:45 p.m., Monday through Friday. After business hours, contact the SHU Public Safety Office at (973) 761-9300, and then report in person to the SHU Campus ID Office on the following business day to receive a new card. The Card can also be reported lost or stolen using the Online Pirate's Gold Module that is associated with PirateNet. When this is used it will deactivate the Card immediately and to reactivate the Card, the cardholder must visit the SHU Campus ID Office in person.
- b. A charge of \$35.00 will be imposed for a lost card. If a card is stolen a report needs to be filed at SHU Public Safety and there will be no charge for a replacement. No charge will be imposed for a card that breaks due to normal usage or for a card on which the magnetic stripe no longer works.

5. 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 SHU Campus ID Office or the SHU Public Safety Office. Once the Card is reported as lost or stolen, the Card (and its associated Account) will be deactivated.

6. 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) and a credit will be placed on the cardholder's Account. Cash will not be given for returns or refunds.

7. ACCOUNT CLOSURE.

Accounts will be closed upon graduation (unless continuing on to graduate studies or appointment to employee status), withdrawal from the termination of employment for non-student employees. There will be no cash withdrawals or refunds from active Pirate's Gold Accounts prior to the aforementioned events. To obtain a final refund, you must submit a written request to the Campus I.D. Office. No refunds will be issued for Pirate's Gold Account balances of \$10.00 or less. Pirate's Gold may be used at locations that accept the Card until these funds are consumed or the Campus ID Office closes the Pirate's Gold Account. If the student's University Bursar account has a balance outstanding, the refund issued will be limited to the amount in which the Pirate Gold Account balance exceeds the student's University Bursar account balance. The refund check will be mailed to the address on file with Banner. All requests for refunds must be received within ninety (90) days of account closure. If not, any balance is forfeited and becomes the property of the University.

8. 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 through the online management ability of the Card. If a printed statement is needed it is available in the SHU Campus ID Office.

9. 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 SHU Campus ID Office may be contacted by telephone at (973) 761-9771. The SHU Campus ID Office may require that the Cardholder submit a 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 SHU Campus ID 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 SHU Campus ID Office will provide the Cardholder's Account. If no error is found, the SHU Campus ID Office will provide the Cardholder with a written, explanation within (3) business days of the conclusion of the investigation. The Cardholder may request copies of the document(s) used to conduct the investigation.

10. 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.

11. 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 SHU Campus ID Office 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.

12. GOVERNING LAW.

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

Revised: December 11, 2012