

# **Cadet Activities Corps Cash Card Terms & Conditions**

Please read and acknowledge this Agreement before using your Cadet Activities *Corps Cash* account. It contains the terms and conditions of the Cadet Activities *Corps Cash* account linked to your Card. By adding value, registering for online account access, and/or using Your *Corps Cash* card, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the account. Please read this agreement. The length of this contract begins when these terms are acknowledged and ends when the participant (student) graduates or withdraws from the Corps of Cadets, (faculty, staff, employee) terminates employment or the participant's (other individuals as authorized) *Corps Cash* card expires.

#### 1 Definitions

- a. "You" and "Your" each mean the Cardholder.
- "We," "Us," and "Our" each mean USMA, Directorate of Cadet Activities.
- "Cardholder" means an individual in whose name and for whose benefit a Corps Cash account is to be issued or has been issued by the Directorate of Cadet Activities.
- d. "Contributor "means an individual other than the Cardholder who loads value to a Corps Cash account for a Cardholder.
- e. "Authorized Guest User" means an individual designated by the Cardholder to have online account management privileges at the Card Program Website.
- "College" means U.S. Military Academy, Directorate of Cadet Activities.
- g. "Service Provider" means a third party contracted by Directorate of Cadet Activities that provides certain support and marketing services for Your Cadet Activities and Corps Cash account.
- "Corps Cash" means the Official Card issued by Directorate of Cadet Activities to Cardholder.
- "The Corps Cash Cadet Activities account" means an account with pre-paid value that can be accessed using Your Corps Cash Card.
- "Card Program Website" means the Website containing information about the Corps Cash Program.
- Web Account Care Center" means the area of the Directorate of Cadet Activities Corps Cash Program Website where Cardholders may login and manage their individual account.
- "Card Payment Service" means a service whereby a Cardholder can access value associated with the account linked to his/her Corps Cash card.
- "Registration" means the electronic process used by the Cardholder to set-up online account access at the Corps Cash Program Website.
- "Accepting Location" means a point-of-sale (POS) location that is authorized to accept the *Corps Cash* account for the purchase of goods and services.
- "Web User Account" means the account that enables You to access and manage Your Corps Cash account via the Web Account Care Center.

#### 2 Corps Cash Description

Your Corps Cash card is a multiple function card that can be used for the following applications:

- a. Access device for loyalty accounts.
- Access device for one or more pre-paid USMA Directorate of Cadet Activities, Corps Cash accounts.

### 3 Eligibility

- a. You are an authorized member of The Corps of Cadets
- You have the following data on record with Directorate of Cadet Activities

First Name, Last Name, Date of Birth

- c. You are at least sixteen 16 years of age. If you are under 18, your parent or legal guardian is responsible for reviewing and acknowledging these terms and conditions on your behalf.
- You agree that You have read and understand this Agreement and that You will be bound by and will comply with all of its terms and conditions.

If You do not agree with all of these statements, You cannot activate and/or use the Your Corps Cash card.

#### 4 Contact Information

If You have questions regarding Your *Corps Cash* Account. You may call or email the Corps Cash Accounts Office. You may also get support by visiting Our Website at *CorpsCash.com*.

#### 5 Card Accounts

There is no credit card, credit account or deposit account associated with the *Corps Cash* account. Funds are aggregated in a bank account maintained by the Cadet Activities Fund. Cardholder, Card and Account information are kept on computer systems maintained by the Directorate of Cadet Activities and Service Providers contracted by Cadet Activities. You agree and give Cadet Activities permission to share your personal information with such Service Providers to enable them to perform data processing required to provide these and other Card related services.

Cadet Activities is not acting as a trustee, fiduciary or escrow with respect to value in *Corps Cash* accounts, but is acting only as an agent and custodian. No interest, dividends or other earnings or return will be paid on any value loaded in Accounts. Value associated with any individual Cardholder Account is not insured by the Federal Deposit Insurance Corporation (FDIC).

### 6 Registration

You can register for online account access to Your Cadet Activities *Corps Cash* account at the Web Account Care Center. In order to register Your account You must validate personal information, provide requested information, agree to these *Corps Cash* account Terms & Conditions, and create a Web User Account including a login and password.

You agree to provide true, accurate and complete registration information and to maintain and promptly update Your information as applicable. You agree not to impersonate any other person or use a name that You are not authorized to use. If any information You provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Directorate of Cadet Activities has the right to terminate Your use of the services. Directorate of Cadet Activities, its agents, suppliers, and subcontractors have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.



### 7 Password & Security

You should not reveal Your account login information or password(s) to anyone else. You must safeguard and protect the confidentiality of Your password to keep Your Cadet Activities account secure. You will be responsible and liable for all instructions received at the *Corps Cash* Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Cadet Activities is not responsible for losses incurred by the Cardholders as the result of their misuse of passwords.

#### 8 Unauthorized Use

If You use, or attempt to use Your *Corps Cash* or the Card Payment Service for purposes other than permitted uses (i.e. making payments, managing Your accounts), including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, Your account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available.

#### 9 Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Corps Cash account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Directorate of Cadet Activities in electronic form. Electronic Communications may be posted on the pages within the Corps Cash Program Website and/or delivered to Your e-mail address. You may print a copy of any Communications and retain it for Your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not You have received or retrieved the Communication. Your consent to receive Communications electronically is valid until You revoke Your consent by notifying us in writing. If your revoke Your consent to receive Communications electronically, Cadet Activities will terminate Your right to use the Corps Cash Account.

You agree to inspect Your electronic statements and to notify us of any erroneous, improper or unauthorized transactions. If Your electronic statement indicates transactions that You did not make, you agree to notify us immediately using the information of the Contact section of this agreement.

### 10 Correct Email Address

You agree and warrant that you have access to the Internet and to a current functional email address. You have the sole responsibility for providing Cadet Activities with a correct and operational email address. Cadet Activities will not be liable for any undelivered email communications or any. You must promptly notify Cadet Activities of any change in your email.

# 11 Using the Corps Cash Account

You may use the Corps Cash for the following purposes:

- Pay for goods and services at accepting locations on and around campus.
- b. Obtain balances and review transaction activity online.
- c. Access telephone customer support.
- Add value to Corps Cash account using a check, credit card or debit card.

### 12 Adding Value to Cadet Activities Accounts

You, Contributors and Authorized Guest Users may add value to select *Corps Cash* Accounts at the Web Account Care Center or by mail, subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional value to *Corps Cash* Accounts, in our sole discretion. If any transfer of value to a *Corps Cash* account becomes subject to any stop payment order or chargeback after value has been credited to the account, we will be entitled to recover the full amount of the stopped or charged-back payment plus any applicable fees by deducting an equivalent amount from the *Corps Cash* account.

#### 12.1 Value Availability

Credit Card, Debit Card, Check and Cash Payments will be made available to the Cardholder on the same business day as the payment is received.

#### 12.2 Quick Re-Value

Contributors (i.e. parents, family, and friends) can add value to Your *Corps Cash* account via the Program Website without logging-in to Your account by entering unique personal information, then following prompts on the web site. You acknowledge and agree that Contributors may add value in this manner.

#### 12.3 Saved Payment Methods

You and Authorized Guest Users may save payment methods on file for convenient future use. If a saved Payment Method is determined to be invalid for any reason, We will notify You and ask that You update the payment method information. We reserve the right to remove invalid or expired cards from Your account at Our discretion. You or Authorized Guest Users may edit saved payment methods at any time at the Web Account Care Center.

#### 12.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your *Corps Cash* account on a recurring basis using a payment method saved on file. You or Authorized Guest Users may edit or delete these instructions at any time at the Web Account Care Center.

### 13 Making Purchases with Corps Cash

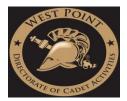
You must have sufficient value available in Your account to pay for each transaction. Each time You use Your *Corps Cash* account, the amount of the transaction will be debited from the Account. You may not spend more value than You have on any given Account. Should your purchase amount exceed the remaining balance in your account, you are responsible for providing a secondary form of payment to complete the transaction.

### 14 Receipts

You agree to sign a receipt for any transaction made with Your *Corps Cash* account where requested by the accepting location You may not receive a receipt at dining halls and certain self-service locations such as vending, laundry, and copy machines.

#### 15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your *Corps Cash* account, the transaction will be declined. If, for any reason, a transaction is processed for more than the value in the account, You are liable for that entire amount and agree to pay any overdraft immediately on demand. We reserve the right to (i) automatically debit such overdrafts from any available value present now or in the future on this *Corps* 



Cash account. or (ii) suspend Your account until payment on negative account is made in whole.

If any funds to which You are not legally entitled are credited to Your Account by mistake or otherwise, You agree that such amounts are debts owing from You to Us and You authorize Us to deduct such amounts from Your Account to the extent permitted by law. You authorize Us to take this action without Notice or demand to You.

### 16 Loyalty and Discount Programs

From time to time, We may, at Our sole discretion, offer loyalty and discount programs that allow You to accumulate and receive benefits, awards and discounts from accepting locations. You agree that Your *Corps Cash* account use with individual locations may be tracked and recorded by us so that You may participate and benefit from these programs.

### 17 Lost or Stolen Corps Cash Cards

You agree to notify us immediately if (i) Your *Corps Cash* card has been lost or stolen or (ii) You believe someone has made a purchase using Your account without Your permission. You may be responsible for the unauthorized use of the *Corps Cash* account if You fail to notify Us that the card has been lost or stolen. You can suspend Your *Corps Cash* account at the Web Account Care Center or by calling us or by contacting The *Corps Cash* Account Manager. When Your card has been reported lost or stolen, We will suspend the *Corps Cash* account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$15.00.

#### 17.1 Re-Activating Your Account

If You find Your *Corps Cash* Card after it has been reported lost, You may reactivate the account if (i) the re-activate request is received within two days of the card being suspended and (ii) a new card has not been issued. You can reactivate Your account at the Web Account Care Center.

### 18 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the *Corps Cash* account with the location that accepted the *Corps Cash* Card. If You are entitled to a refund for any reason for goods or services obtained with your account, You agree to accept credits to the *Corps Cash* account in place of cash

### 19 Error Resolution

If You think Your statement or receipt is wrong or if You need more information about a transaction listed on Your statement or receipt, please contact us as soon as possible using the information in the Contact section of this agreement.

We must hear from You no later than 60 days after We made available the first electronic statement on which the problem or error appeared. When calling or notifying us You must:

- a. Include the account holder name and account number
- Describe the transaction in question and explain as clearly as possible the discrepancy.
- c. Indicate the dollar amount of the transaction.

If You make an oral request, We may require You to send the question in writing within 10 business days.

We will make best efforts to complete Our investigation within 10 business days after We hear from You and will correct any error promptly. However, We may take up to 45 days to investigate the discrepancy. If We take more

than 10 days to investigate a problem, We will re-credit the account holder's account within 10 business days for the amount of the claim. If the account holder is asked to put the discrepancy in writing and We do not receive it within 10 business days, We may not re-credit the account.

If We decide that there was no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents used in the investigation.

#### 20 Account Refunds

Eligible refunds are processed upon request and will be completed within 4-6 weeks of a written request. Refund requests must be submitted in writing to: Directorate of Cadet Activities.

- a. You may request a refund of your *Corps Cash* account balance when you graduate, withdraw, or leave USMA at West Point. Proof of withdrawal or dismissal is required.
- b. Refund requests from faculty and staff are accepted at any time but limited to a total of 4 refunds per year.
- c. Refunds are processed when: The accounts balance is \$20.01 or more AND Cadet Activities receives a written refund request.
  - \$20.00 refund service fee will be deducted from the refund.
  - No refunds will be issued for amounts less than \$20.

#### Refund Methods:

Checks: Refund checks will be mailed to Your mailing address on file unless a specific address is provided with the refund request. We are not responsible for lost or misdirected mail, or for Your failure to notify Us of a change of address, or for Your failure to arrange mail forwarding with the United States Postal Service.

Credit Card: If a credit card was used to add value to *Corps Cash* account, the refund can be posted to the same credit card if: 1. The add value was performed within the last 6 months and 2. The refund amount is less than last add value transaction.

### 21 Inactivity

If You do not use or re-load a *Corps Cash* account for eighteen (18) consecutive calendar months, the Account will be considered inactive and You may be charged a monthly Inactivity Fee. If a *Corps Cash* account is inactive and has zero value, it will be closed.

### 22 Unclaimed Property

If You do not use Your *Corps Cash* account for a period of one (1) year, it will be terminated. After the date of termination, We will use the information You provided to try to send You any funds that We are holding in custody for You. If that information is not correct, and We are unable to complete the payment to You, Your funds will be subject to applicable state laws regarding unclaimed property. You may be charged an Account Closing Fee.

### 23 Service Fees

We will charge You the fees and charges set forth on the Schedule of Fees and Charges attached hereto and incorporated herein by reference. All fees and charges will be deducted automatically from the balance at the time the fee or charge is incurred. Fees are subject to change at our sole discretion.

Returned Payment/Check \$35.00/each
Card Replacement \$20.00/Card
Inactive Account Fee \$5.00/month
Account Closing Fee \$20.00/account
Account Refund Fee \$20.00/refund



### 24 Cancellation; Suspension of Use

Directorate of Cadet Activities and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the *Corps Cash* card. Directorate of Cadet Activities may refuse to issue a *Corps Cash* card or may revoke the *Corps Cash* account privileges with or without cause or notice. *The Corps Cash* card at all times remains the property of the Directorate of Cadet Activities and may be repossessed by DCA at any time. If You would like to cancel use of the *Corps Cash* card or *Corps Cash* accounts, You may do so by contacting either the *Corps Cash Account Office* at <a href="mailto:corpscash@usma.edu">corpscash@usma.edu</a>. Upon cancellation of the *Corps Cash* account privileges, the *Corps Cash* card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid *Corps Cash* card. You agree to surrender the *Corps Cash* card to us upon request.

We reserve the right to assess an Account Closing Fee.

#### 25 Liability for Failure to Make Transfers

If we do not complete a transfer to or from your *Corps Cash* account within a reasonable period of time or in the correct amount according to our agreement with you, we will be liable, to the extent permitted by state law, for your losses or damages. However, there are some exceptions. We will not be liable, for instances including, but not limited to, the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If, through no fault of ours, there is a delay in transferring data between computer systems.
- d. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- e. If an accepting location refuses to honor the Corps Cash card.

### 26 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your *Corps Cash* account or the transactions You make only:

- a. When/where it is necessary for completing transactions
- b. In order to comply with government agencies
- c. If You give us Your written permission
- d. To carefully selected service providers who perform data processing, records management, collections, and other services for us, in order that they may perform those services.
- e. In order to prevent or investigate possible illegal activity
- f. In order to issue payment authorizations for transaction on the Corps Cash account.

## 27 Changes in Terms and Conditions

We reserve the right to change the terms of this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without notice to You unless We are required by applicable law to provide You with advance written notice of the proposed change. In such instances, those changes will be effective immediately after We have provided You with the required advance written notice following the effective date stated in such notice. If, however, the change is made for security purposes, We will implement the change without any notice to You. If You do not accept any change to this Agreement, You have a right to terminate this Agreement in a manner provided for herein.