



# Pacer Card Terms and Conditions

Please read and acknowledge this Agreement before using your Pacer Card account. It contains the terms and conditions of the Pacer Card account linked to Your Pacer Card. By adding value, registering for online account access and/or using Your Pacer Card account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Pacer Card account. Please read this agreement. The term of this contract begins when these terms are acknowledged and ends when the participant graduates or withdraws from William Peace University (students), terminates employment (faculty/staff/employees) or the participant's Pacer Card expires (other individuals).

## 1 Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us and Our each mean William Peace University.
- c. Cardholder means an individual in whose name and for whose benefit a Pacer Card is to be issued or has been issued by William Peace University.
- d. Contributor means an individual other than the Cardholder who loads value to a Pacer Card 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.
- f. College means William Peace University.
- g. Service Provider means a third party contracted by William Peace University that provides certain support and marketing services for Your Pacer Card and Pacer Card account
- h. Pacer Card means the Official William Peace University ID Card issued by William Peace University to Cardholder.
- i. Pacer Card account means an account with pre-paid value that can be accessed using Your Pacer Card. A Pacer Card may have one or more accounts.
- j. Card Payment Service means a service whereby a Cardholder can access value associated with one or more Pacer Card account linked to his/her Pacer Card.
- k. Accepting Location means a point-of-sale location that is authorized to accept the Pacer Card account for the purchase of goods and services.

## 2 Pacer Card Description

Your Pacer Card is a multiple function card that can be used for the following applications:

- a. Official William Peace University Identification
- b. Access device for board plan accounts.
- c. Access device for one or more pre-paid Pacer Card accounts.

## 3 Eligibility

- a. You are an authorized member of William Peace University.
- b. You have the following data on record with William Peace University: 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.
- d. You agree that You have read and understood 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 these statements, you cannot activate and/or use the Pacer Card Account feature of Your Pacer Card.

## 4 Contact Information

If You have questions regarding Your Pacer Card or Pacer Card account, you may call (919) 508-2318 or email [studentaccounts@peace.edu](mailto:studentaccounts@peace.edu).

## 5 Card Accounts

Your Pacer Card can be linked with and used to access value in Pre-Paid Accounts. Pacer Card account funds are aggregated in a bank account maintained by the College. Cardholder, Card and Account information are kept on computer systems maintained by the College and Service Providers

contracted by the College. You agree and give the College 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.

William Peace University is not acting as a trustee, fiduciary or escrow with respect to value in Pacer Card 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 individual Cardholder Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

## 6 Registration

You can register for online account access to Your Pacer Card account at the Web Account Care Center. In order to register Your Pacer Card account, you must validate personal information, provide information from Your Pacer Card, agree to these Pacer Card 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, William Peace University has the right to terminate Your use of the Service and William Peace University, 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 Pacer Card account secure. You will be responsible and liable for all instructions received that are accompanied by Your password, regardless of whether those instructions actually come from You. William Peace University 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 Pacer Card or the Card Payment Service for purposes other than permitted uses (i.e. making payments), including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, Your Pacer Card 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 Pacer Card account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from William Peace University in electronic form. Electronic Communications may be 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. William Peace University reserves the right but assumes no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until You revoke Your consent

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by notifying William Peace University us in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, William Peace University will terminate Your right to use the Pacer Card 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 and Mailing Address

You agree and warrant that You have access to the Internet and to a current functional personal email address. You have the sole responsibility for providing William Peace University with a correct and operational email address. William Peace University will not be liable for any undelivered email communications or any costs You incur for maintaining Internet access and an email account. You must promptly notify William Peace University of any change in Your email.

## 11 Using the Pacer Card Account

You may use the Pacer Card for the following purposes:

- a. Pay for goods and services at accepting locations on and around campus
- b. Access telephone customer support.
- c. Add value to Pacer Card account using a check, credit card or debit card.

### 11.1 Multiple Accounts

Your Pacer Card may be associated with multiple Accounts. Each Account has its own policies and rules pertaining to acceptance, online account access and funds loading. We reserve the right to restrict the use of Accounts to certain qualifying locations.

### 11.2 Adding Value to Pacer Card Accounts

You, Contributors and Authorized Guest Users may add value to select Pacer Card Accounts at MyPacerNet or by mail, subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional value to Pacer Card Accounts, in Our sole discretion. If any transfer of value to a Pacer Card account becomes subject to any stop payment order or chargeback after value has been credited to the Pacer Card 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 Pacer Card account.

### 11.3 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.

### 11.4 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your Pacer Card account via MyPacerNet Website by 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 Making Purchases with Pacer Card

You must have sufficient value available in Your Pacer Card account to pay for each transaction. Each time You use Your Pacer Card 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 Pacer Card account, you are responsible for providing a secondary form of payment to complete the transaction.

## 13 Pacer Card Receipts

You agree to sign a receipt for any transaction made with Your Pacer Card account where requested by the accepting location. You may not receive a receipt at dining halls and certain self-service locations copy/printing machines.

## 14 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible Pacer Card account, the transaction will be declined. For self-service transactions, your account must have a balance at least as high as the highest priced item available for sale at the self-service location. Your account will be charged only the amount of the purchase actually selected; however your transaction history may temporarily show the transaction at the higher amount. If, for any reason, a transaction is processed for more than the value in the Pacer Card 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 Pacer Card account or (ii) suspend Your Pacer Card account until payment on negative account is made in whole. All financial obligations for tuition, room, board, fees and other costs and charges of a student to all departments or enterprises of the College must be satisfied in full before the student will be permitted to receive transcripts, to receive a diploma, or register for or enter classes in any succeeding term.

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.

## 15 Lost or Stolen Pacer Cards

You agree to notify us immediately if (i) Your Pacer Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Pacer Card account without Your permission. You may be responsible for the unauthorized use of the Pacer Card account if You fail to notify Us that the Pacer Card has been lost or stolen. When Your Pacer Card has been reported lost or stolen, We will suspend the Pacer Card account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$25.

## 16 Disputes/Returns

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

## 17 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
- b. Describe the transaction in question and explain as clearly as possible the discrepancy.
- c. Indicate the dollar amount of the transaction.

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Fees are subject to change at our sole discretion.

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 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.

## 18 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: William Peace University Department to Approve  
Contact information

1. Refund To You:
  - a. You may request a refund of your Pacer Card Cash account balance when you graduate, withdraw or leave William Peace University. 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:
    - i. The accounts balance is \$15.01 or more AND
    - ii. A written refund request is submitted
  - d. A \$15.00 refund service fee will be deducted from the refund.
  - e. No refunds will be issued for amounts less than \$15 unless you are leaving William Peace University.
  - f. Refund Methods:
    - i. 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;
    - ii. ACH: Refund will be posted to the bank account provided. A valid routing and account number will be required.
    - iii. Student Bill: Refund will be posted as a credit to Your student bill.
    - iv. Credit Card: If a credit card was used to add value to Pacer Card the refund can be posted to the same credit card if: 1. the add value was performed within the last 6 months and 2. refund amount is less than last add value transaction.

## 19 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 Pacer Card balance at the time the fee or charge is incurred.

Returned Payment/Check	\$35.00/each
Card Replacement	\$25.00/Card

## 20 Cancellation; Suspension of Use

William Peace University and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Pacer Card and/or Pacer Card account. William Peace University may refuse to issue a Pacer Card or may revoke the Pacer Card privileges with or without cause or notice. The Pacer Card at all times remains the property of William Peace University and may be repossessed by William Peace University at any time. If You would like to cancel use of the Pacer Card or Pacer Card accounts, You may do so by contacting the William Peace University in writing at Campus Card Service Center, PO Box 1305, Doylestown, PA 18901-0117. Upon cancellation of the Pacer Card privileges, the Pacer Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Pacer Card. You agree to surrender the Pacer Card to us upon request.

We reserve the right to assess an Account Closing Fee.

## 21 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Pacer Card 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:

- a. If, through no fault of ours, You do not have enough money in his or her 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.
- c. 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 Pacer Card

## 22 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Pacer Card account or the transactions You make only:

- a. where it is necessary for completing transactions
- b. in order to comply with government agency or court orders
- 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 Pacer Card account; or
- g. where otherwise provided by law or Our privacy policy.

## 23 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.