

YU-CARD HOLDER'S AGREEMENT

This Agreement and York University's policies, procedures, guidelines and regulations govern the YU-card. By applying for and accepting the YU-card, you and the University agree to the following:

1. Use and Ownership

- a. The University shall issue you a YU-card upon completion of the eligibility and issuance process of the YU-card Office, including but not limited to submitting official picture identification. The YU-card is and remains the property of the University and the University may revoke your YU-card at any time. You shall return the YU-card to the University immediately upon request.
- b. You may use your YU-card to access certain goods and services as outlined on the YU-card website. You are responsible for all transactions and debits on your YU-card.
- c. Possession of the YU-card does not confirm your enrolment, registration or employment status at the University.
- d. You shall not allow any other person to use your YU-card for any purpose including but not limited to identification, access, or debit.
- e. The use of your YU-card by another person or any other misuse of the YU-card including but not limited to misuse of the debit function, or alteration or duplication of the YU-card, may result in revocation of the YU-card and termination of this Agreement.
- f. The YU-card is not to be used or requested from you as collateral for goods or services. You are required to report any such occurrence to the YU-card Office.

2. Lost, Stolen or Expired Cards

- a. You are responsible for maintaining your YU-card including but not limited to the confidentiality and security of your access passwords. You must carefully select your access password so that it cannot be easily guessed by anyone else. If you suspect that someone else knows your access password, you must change your access password immediately.
- b. There is a replacement fee to replace a lost, stolen, misplaced or abused YU-card, and reactivate debit functions. The current replacement fee is posted on the YU-card website.

- c. The University shall replace defective or heavy wear YU-cards at no charge when you turn in your old YU-card.
- d. If your YU-card is lost or stolen, you must de-activate your YU-card online at the YU-card website, or notify the YU-card Office in order to permit its cancellation. Such notification must be made by telephone or in person during business hours to the following:

YU-card Office (Keele Campus): 416-736-5674

Office of Student Financial Support (Glendon Campus): 416-487-6701

Until such notice has been received, you are responsible for all transactions, debit and use of your YU-card, whether or not such use is authorized by you.

- e. If your YU-card is replaced due to theft or loss, the YU-card is de-activated and cannot be re-activated.
- f. All YU-cards have an expiry date printed on the card. Should you continue to attend the University after such date, a new card is issued at no cost. Should you at any time stop attending the University but return prior to the printed expiry date, your YU-card is still valid but requires reactivation which is available at no cost.

3. Debit Function

- a. You may use your YU-card as a debit card where accepted, provided funds are available in your YU-card account. You are liable for all debits that exceed the funds available in your YU-card account.
- b. Specific purpose YU-card accounts may be accessed by you in accordance with the restrictions applicable to such accounts.
- c. The YU-card is a debit card only and does not provide credit arrangements.
- d. You are responsible for use of the YU-card in accordance with instructions at each location where the YU-card is accepted. Debits resulting from your failure to properly utilize the YU-card are your responsibility as the cardholder.
- e. Under no circumstances may alcoholic beverages, tobacco products, gift certificates (including prepaid gift/credit cards) or lottery tickets be purchased with your YU-card.
- f. The University is not responsible for any loss, inconvenience or embarrassment to you or to others arising as a result of lack of funds in your YU-card account.

4. Refunds

- a. The University shall not debit your YU-card account other than in accordance with transactions authorized through the use of your YU-card, or as permitted under this Agreement.
- b. Transaction information for your account is available online.
- c. Refunds on YU-card accounts, except for meal plans, may be requested in person at the YU-card Office. Refunds for deposits made with credit cards will be credited back to the original credit card. Refunds for deposits made with other forms of payment are credited to your Student Account with the University.
- d. If your YU-card has no activity for a period of one (1) year after you cease being a registered student, the University shall deactivate it and any balance of funds becomes the property of the University.

5. Participating Establishments

The University is not responsible for the refusal to accept or honor your YU-card. Your YU-card may be refused by a participating establishment in the following cases:

- There are insufficient funds in your account at the time the purchase is requested.
- The equipment being used by the merchant or office initiating the transaction is not functioning correctly at the time the transaction is attempted.
- Your account has been temporarily or permanently suspended due to violation(s) of this agreement.
- Your YU-card has been reported as lost or stolen.
- Your registration or enrolment status at the University does not permit access or service.

6. Error Resolution Procedure

If a charge has been transacted on your YU-card account which you did not authorize, you must notify the YU-card Office as soon as such a non-authorized transaction is discovered. You are required to provide information regarding the date and amount of the transaction, as well as any other information as requested by the YU-card Office to investigate the claim. You should request a receipt from participating establishments for all purchases made with your YU-card.

7. Digital Photograph

Your digital photograph printed on the face of your YU-card is stored in our database. You must take a new photograph if there has been a significant change in your appearance or if the photograph is over 5 years old.

8. Liability and Warranties

- a. The University is not liable for any indirect losses, damages, expenses (including any special, incidental or consequential damages or any damages for loss of profit, business or opportunity), regardless of the cause of action, including negligence, and even if we advised of the possibility of such damages.
- b. The University is not liable for any direct or indirect losses, damages or expenses of any kind (including any special, incidental or consequential damages or any damages for loss of profit, business or opportunity) arising out of the following, regardless of the cause of action, including negligence, and even if the University is advised of the possibility of such damages:
 - any input errors you make;
 - your failure to use up to date virus-scanning software;
 - a failure by the University to perform under this Agreement, or delays, errors or interruptions that result from acts beyond the University's reasonable control.
- c. The University disclaims any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality or character of the goods or services accessed by the YU-card.
- d. The University may terminate this Agreement with you, revoke your YU-card or withdraw your access to your YU-card account at any time, without notice to you, in which case this Agreement continues to apply in respect of your past access. The University is not liable for any losses, damages, expenses or inconvenience that results from withdrawal of your access.

9. Changes to Terms and Conditions

The University reserves the right to amend this Agreement at anytime. Changes to the terms and conditions are posted on the YU-card website and such changes apply to all

cards in circulation and use, and supersede the terms and conditions in effect at the time the YU-card was acquired.