

#### **GWorld Cardholder Terms and Conditions**

#### I) GWorld Card

# a) Eligibility.

- i) Faculty, Staff, and Students. All faculty, staff, and students of the George Washington University ("GW") are eligible to possess a GWorld Card ("Card").
- ii) Affiliates. GW reserves the right to authorize Card use to those individuals or groups who require possession if sponsorship is obtained through a GW vice president, dean, department head, or manager.
- b) **Purpose**. The Card is the official identification card of GW and is required for access to certain campus buildings such as residence halls, libraries, and athletic facilities. The Card should be carried at all times or access to GW facilities, events, or services may be denied. The cardholder must present the Card to a representative of the GW Police Department upon request. Failure to present the Card may result in removal from the GW premises.
- c) **Application**. Card applications must be submitted in-person to the GWorld Card Office located in the Marvin Center at 800 21st Street, N.W., Ground Floor G05, Washington, DC 20052 ("Office").
  - i) Identification. All persons requesting a Card must present valid, U.S. government-issued photo identification (e.g., U.S. drivers' licenses, U.S. passports) or a valid non-U.S. passport with a valid U.S. visa to the Office staff before a Card application will be processed. All persons who do not possess the requisite identification should contact the Office staff.
  - ii) Only one Card may be issued per person. Applicants with multiple affiliations to the university (i.e., staff members who are also enrolled students) will be issued the Card with the highest affiliation as determined by the Office.

#### II) Prepaid Access Accounts

- a) **Types of Accounts**. The Card provides declining balance accounts (e.g., "Colonial Cash" and "Dining Cash") for cardholders to make purchases at participating merchants up to the value added to the Card (collectively, "GWorld Funds").
- b) Adding Value. GWorld Funds can be added onto a Card by check, cash, or credit card (Visa/MasterCard/Discover only) at the Office, by depositing cash at Value Transfer Stations located on the GW campus, or via the Online Card Office at <a href="https://www.gworld.gwu.edu">www.gworld.gwu.edu</a>.



- i) Student Accounts. GW reserves the right to permit or restrict students' abilities to add GWorld Funds to their Card by transferring funds through a student account.
- c) **Interest**. GWorld Funds do not earn interest, dividends, or any other return for the cardholder.
- d) **Insurance**. GWorld Funds are not insured by the Federal Deposit Insurance Corporation or any other federal, state, or private entity.
- e) Inactivity Fee. If cardholders do not utilize the GWorld Funds on their Card for a continuous period of twelve (12) months (i.e., no purchases have been made and/or no money has been added to the Card within that time period), then the cardholder's account will be assessed a dormant account fee of \$1.50 per month thereafter, as long as the account remains inactive, up to but not exceeding any balance of GWorld Funds.
- f) **Remittance to D.C. Government**. If no activity has occurred on a Card for a continuous period of more than thirty-six (36) months, D.C. law requires that the remaining balance is deemed abandoned property that must be forfeited to the city government.

## III) Restrictions on Prepaid Account Use

- a) Participating Merchants. GWorld Funds can be used for purchases at participating merchants both on and off campus, including all on-campus dining locations. Participating merchants may change periodically, but a current participating merchant list is available on the Card website at <a href="https://www.gworld.gwu.edu">www.gworld.gwu.edu</a>.
- b) **Limitation on Purchases**. The Card shall not be used to purchase alcohol, tobacco, or gift cards. Such purchases may result in suspension of prepaid account access and/or other penalties.
- c) Available Funds. The Card is not a credit card; it is a prepaid access card with stored prepaid values, similar to cash deposited into a bank account. Only the amount that is actually deposited onto a Card account is available to pay for purchases. If a merchant is unable to complete a transaction for any reason associated with GWorld Funds (e.g., there are insufficient funds on the Card to cover the transaction), the transaction may not be completed.
- d) **No Refunds**. GWorld Funds are non-refundable, except to the extent allowable under Sections IV(b) and V(b).
- e) No Cash Redemptions. GWorld Funds may not be redeemed for cash.
- f) **Non Transferrable.** Unused GWorld Funds may not be transferred from one students card to another or between accounts on the same card.



## IV) Mandatory Student Dining Cash Plans

- a) **Dining Cash Plans for Students**. Dining Cash is a declining balance account accessed through a student's Card and can only be used at participating food venues. Dining Cash is required for all residential students through one of GW's dining plans ("Dining Plans").
  - i) Participation. Dining Plans are assigned at the start of each academic year to all residential students, based upon the students' class year noted in the Housing License Agreement.
  - ii) Rollover. Dining Cash will rollover from semester to semester and year to year. Dining Cash accounts will only expire if they are inactive as detailed in Section II(e).
  - iii) Addition. In addition to the assigned Dining Plans, students may voluntarily add Dining Cash or Colonial Cash to pay for additional dining expenses through the Card.
- b) Student Status Withdrawal/Suspension/Expulsion. Students who voluntarily withdraw from GW, within the first four (4) weeks of the semester, will receive refunds of any mandatory Card deposits in accordance with GW's Student Tuition Refund Policy. Any voluntary deposits made in addition to the mandatory amounts are non-refundable. The GW Dean of Students can authorize full refunds of mandatory and voluntary contributions on a case-by-case basis.

## V) Liabilities and Investigations

#### a) Cardholder Liabilities.

- i) General. Cardholders are responsible for all charges and obligations incurred on their Card. Cardholders are prohibited from lending their Card to anyone for any type of use, including purchases or access rights, and will be responsible for all consequences that may result from such lending. Consequences include, but are not limited to, any transactions made and charges incurred by another person or persons. A violation of these Terms and Conditions may result in the suspension or termination of Card privileges.
  - (1) <u>Student Liability</u>. In addition to the general cardholder liability, student violations of these Terms and Conditions may result in disciplinary action under the Student Code of Conduct.



- ii) Lost or Stolen Cards. A cardholder should suspend their Card immediately if they believe that their Card has been lost or stolen. A Card can be suspended by logging onto the "Manage Your Account" section of the Online Card Office (www.gworld.gwu.edu). A Card may also be suspended in person at the Office, via telephone at 202-994-1795, or via email at gworld@gwu.edu. Cardholders may lose all the value on their lost or stolen Card if it is not promptly suspended.
  - (1) <u>Limitations on Losses</u>. If a cardholder notifies the Office about a lost or stolen Card within two (2) business days, losses will be limited to \$50 if someone used their Card without permission.
  - (2) Replacement Cards/Fees for Replacement. Current, active Cards printed with errors may be exchanged at no cost. Expired or unintentionally damaged Cards (damaged from typical use) of active members of the GW community (Students, Staff, Faculty, etc.) may be exchanged at no cost. Lost and/or stolen Cards may be replaced for a \$35 fee. GW reserves the right to not replace Cards on a case-by-case basis.
- iii) Incorrect or Unauthorized Payments or Transactions.
  - (1) Errors or Incorrect Payments. Cardholders that find errors or have any questions about payments should visit or call the Office at (202) 994-1795 during normal business hours, or notify the Office via email at <a href="mailto:gworld@gwu.edu">gworld@gwu.edu</a>. The cardholder must notify the Office no later than sixty (60) calendar days after the date a transaction posts to their account. The cardholder must submit a completed Dispute Affidavit Form (available in the Office) within ten (10) business days of the initial notification.
  - (2) <u>Incorrect Statements</u>. If a cardholder's statement shows transactions that he or she did not make, the cardholder must notify the Office immediately. If the cardholder does not notify the Office within sixty (60) calendar days after the date a transaction posts to their account, the cardholder may forfeit any lost value. GW reserves the right to extend this time period for good reason.
  - (3) <u>Unauthorized Purchases</u>. Provided notice is given in accordance with Section V(iii), GW will investigate claims and credit Cards for any amounts owed to a cardholder. In GW's sole discretion, it may extend the notification time period for valid documented reasons.
  - (4) <u>Documentation of Debits</u>. Where available, the cardholder may receive a receipt for purchases made using a prepaid access account; however, statements of activity are updated daily and available online at <u>gworld.gwu.edu</u>.
- b) Investigations.



- i) Review Periods and Provisional Credits. GW will attempt to notify the cardholder of investigation results within fifteen (15) business days following the cardholder's completion of a Dispute Affidavit Form. If additional time is needed, GW may take up to forty-five (45) calendar days to investigate a cardholder issue following the initial notification, and GW will provisionally re-credit the cardholder's Card for the amount in dispute. A provisional re-credit is available only after a Dispute Affidavit Form is completed and ten (10) business days have passed.
- ii) Decision Notification. The cardholder will typically be notified about investigation results within three (3) business days after GW completes its review. If GW determines that no error was made, GW will provide a written explanation and the cardholder may, at no cost, examine and inspect all documents used in the investigation to the extent allowed by law. If necessary, GW will debit any provisional credits after providing the cardholder with at least five (5) business days' notice and a date certain as to when such debit will occur.
- iii) Limited Review. Investigations of alleged errors involving payments to or from a third party will be limited to a review of GW's records. If GW determines that no error occurred, the cardholder may contact the third party to pursue the matter further.
- c) Limitation of GW Liability/ Absent gross negligence and bad faith, GW shall not be liable for indirect, incidental, collateral, consequential, exemplary, punitive or special damages relating to the Card or use thereof. If GW is found liable, for any reason, regardless of the form of the action or the theory of recovery, damages will be limited solely to the dollar amount of the individual's GWorld Funds that were impacted even if GW is aware of the possibility of other types of damages.
- d) Force Majeure. If events beyond GW's control effect Card usage, and in particular any prepaid value, GW will work to remedy the problem. Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters) or governmental action.



## VI) Changes to Cardholder Status and Terms and Conditions

- a) **Terminating Card Privileges**. GW reserves the right to terminate, or otherwise suspend, a cardholder's right to use his or her Card, including GWorld Funds access, for any reason and at any time without notifying the cardholder.
- b) Terms and Conditions Amendments. GW reserves the right to change the Card functions and features and these Terms and Conditions from time to time and in its sole discretion. Any such change will generally be effective immediately without notice to the cardholder, unless notice is required by applicable law, in which case changes will be effective immediately upon provision of such notice to the cardholder.
- c) **Electronic Notices and Disclosures**. GW will provide all applicable notices hereunder by electronic means, delivered via email or by posting on our website after notifying the cardholder via email of such posting.

## VII) Privacy Policy

- a) **Cardholder Information**. Information about cardholder accounts is confidential and will not be disclosed to third parties, except in the following circumstances:
  - i) where it is necessary to administer or process a transaction authorized or requested by the cardholder;
  - ii) in order to comply with a disclosure of information that is required by law or court order;
  - iii) to GW employees, auditors, service providers, attorneys, or collection agents for the administration of the Card program; or
  - iv) if the cardholder provides GW with written permission.
- b) **FERPA Compliance**. All student records shall be maintained in accordance with the Family Educational Rights and Privacy Act ("FERPA") and applicable Department of Education regulations.