

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.

- i) *Identification and Access.* 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, 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 a declining balance account for cardholders to make purchases at participating merchants up to the value added to the Card, as further described below ("Colonial Cash").
- b) **Adding Value.** Colonial Cash 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 www.gworld.gwu.edu.

- i) *Student Accounts Colonial Cash.* GW reserves the right to permit or restrict students' abilities to add Colonial Cash to their Card by transferring funds through a student account.
- c) **Interest.** Colonial Cash does not earn interest, dividends, or any other return for the cardholder.
- d) **Insurance.** Colonial Cash is 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 Colonial Cash 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 Colonial Cash.
- 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.** Colonial Cash 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 www.gworld.gwu.edu.
- 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 Colonial Cash (e.g., there are insufficient funds on the Card to cover the transaction), the transaction may not be completed.
- d) **No Refunds.** Colonial Cash is non-refundable, except to the extent allowable under Sections IV(b) and VI(b).
- e) **No Cash Redemptions.** Colonial Cash may not be redeemed for cash.

IV) **Mandatory Student Colonial Cash and Dining Plans**

- a) **Colonial Cash for Students.** Colonial Cash is a declining balance account that can be used at any participating merchant, including GW campus dining locations. More information about participating merchants is provided in Section III(a).

- i) *Participation*. In addition to the voluntary Colonial Cash services described in Section III, all undergraduate students participating in campus housing are required to participate in specific Colonial Cash plans.
 - ii) *Rollover*. Colonial Cash will rollover between semesters and from year-to-year. These accounts will only expire if they are inactive as defined in Section II(f).
- b) **Dining Dollars for Students**. Dining Dollars is a declining balance account that can only be used at dining venues located within the Marvin Center and Duques Hall on the Foggy Bottom campus and West Hall and Ames Hall on the Mount Vernon campus.
- i) *Participation*. Freshman participating in campus housing are required to maintain a Dining Dollars Plan. There is no such requirement for other class years.
 - ii) *Limited Rollover*. Dining Dollars rollover between semesters of an academic year. At the end of the Spring 2016 semester, all remaining Dining Dollars balances are forfeited.
- c) **Student Status - Withdrawal/Suspension/Expulsion**. Students who voluntarily withdraw from GW 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) **Voluntary Campus Dining Plans**

- a) **Purpose**. A Voluntary Campus Dining Plan ("Voluntary Plan") is a declining balance account that can only be used at dining venues located within the Marvin Center and Duques Hall on the Foggy Bottom campus and West Hall and Ames Hall on the Mount Vernon campus.
- b) **Participation**. Faculty, staff, and students have the option to enroll in a Voluntary Plan through cash, check, or credit card payments made at the Office. Applications for a Voluntary Plan must be submitted in-person to the Office. The Voluntary Plan is offered at three different payment levels and may be purchased at any time.
- c) **Bonus Funds**. All Voluntary Plan participants are credited with between 10-20% bonus value based on the payment level selected. This bonus value will be credited to the declining balance account.
- d) **Limited Rollover**. Voluntary Plan funds will rollover between semesters of an academic year, and will expire at the end of the Spring 2016 semester.
- e) **No Refunds or Cash Redemption**. All Voluntary Plan funds are non-refundable and non-transferable. Voluntary Plan funds may not be redeemed for cash.

VI) 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 flowing 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) Student Liability. 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) Limitations on Losses. 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. 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 gworld@gwu.edu. 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) Incorrect Statements. 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) Unauthorized Purchases. Provided notice is given in accordance with Section VI(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) Documentation of Debits. 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 gworld.gwu.edu.

b) Investigations.

i) *Review Periods and Provisional Credits*. GW will attempt to notify the cardholder of investigation results within ten (10) 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/Force Majeure**. Absent gross negligence and bad faith, GW shall not be liable for damages relating to the Card, including all prepaid values. If events beyond GW's control effect Card usage, and in particular any prepaid value, GW will work to remedy the problem. If GW is found liable, for any reason, recovery will be limited solely to actual damages, even if GW was aware of the possibility of such damages.

VII) 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 Colonial Cash 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 e-mail or by posting on our website after notifying the cardholder via email of such posting.

VIII) **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 gives us 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.