

myCBUcard Terms and Conditions

The Cape Breton University (CBU) Identification card, (hereafter referred to as the “**myCBUcard**”) is governed by these terms and conditions and CBU’s policies, procedures and regulations. Read the terms and conditions carefully as they contain binding obligations between you and CBU (the “**University**”). The use of the words “**YOU**” and “**YOUR**” refer to the person to whom the card was issued and named on the myCBUcard.

By obtaining a myCBUcard, depositing funds into your myCBUcard account or by using myCBUcard associated services; you agree to and accept all of these terms and conditions. The terms and conditions are subject to change from time to time and without notice. Future changes will apply to all myCBUcards in circulation and will supersede the previous terms and conditions in effect at the time you acquired your myCBUcard. Be sure to review the terms and conditions regularly.

1. Use and Ownership

The myCBUcard and the photo are the property of the University. They are used by University departments, services and staff to identify you as a CBU student or CBU employee and provide you with access to various services. You must present your myCBUcard upon request by a University official or its service providers. The myCBUcard is entrusted to you so that you may have access to the multitude of services available to you with the card.

The name printed on the card is your official name as recorded in the University’s database. You are the only person entitled to use your card. The myCBUcard is non-transferable. You may not use your myCBUcard for any illegal, improper or unlawful purpose, for example, presenting your myCBUcard as evidence of being a student at the University while not registered as a student. Using another student’s myCBUcard, or altering, falsifying or selling a myCBUcard is prohibited and subject to sanctions, and may also be subject to civil or criminal proceedings.

You may use your myCBUcard as a debit card where accepted by University service providers, provided funds are available in your myCBUcard account. The myCBUcard functions under the principle of a declining balance where purchases made with the myCBUcard will be deducted from your myCBUcard account balance. The purchase of **alcohol, cigarettes or lottery tickets** is prohibited. The myCBUcard does not provide credit. Cash- back transactions are not permitted.

The myCBUcard has two types of accounts: a General account and a Food Service Meal Plan account. If you purchase a meal plan your meal plan funds are applied to the Food Service Meal Plan portion of your myCBUcard account. All other funds in your myCBUcard account (for transactions other than the purchase of a meal plan) are applied to the General account portion of your myCBUcard account. You can view your online myCBUcard statement at any time by logging onto either your General account and a Food Service Meal Plan account at <https://mycbucard.cbu.ca>.

You are responsible for use of the myCBUcard, including debits made as a result of misuse of your myCBUcard. If you have problems with anything you purchase using your myCBUcard, you must first try to settle the problem directly with the service provider. In some circumstances, the University may be able to provide assistance in resolving disputed or declined transactions. (see section 5).

Protect your card by storing it in a safe place, do not punch holes in it, apply stickers or make any other modifications to your card, it may render it inoperative. If your

myCBUcard is not working properly, you will need to visit the Smart Card Office (B190 in the Marvin Harvey Building) during business hours. If it is determined that your myCBUcard is not working due to damage from improper use, there will be a \$15.00 replacement fee charged for a new card. A myCBUcard will be replaced at no cost to you if it is determined by the Smart Card staff that the card is unusable due to a defect or normal use.

2. Security

You are responsible for safeguarding your myCBUcard against loss or theft, for maintaining it in proper working condition and for keeping your online account password confidential. The University will not ask you to divulge any of your access information. If you suspect another person knows your online password, change your password immediately on the student portal <https://sis.cbu.ca/students/>

3. Lost or Stolen myCBUcard

If your myCBUcard is lost or stolen, you must immediately deactivate it. You can do this online, at <https://mycbucard.cbu.ca>. A replacement fee of \$15 (taxes included) is charged for all replacement cards. Your account will be reactivated only after the replacement fee is paid, your student status has been verified and a new myCBUcard has been issued. There are no refunds for the card replacement fee if the lost card is subsequently found.

You are responsible for all transactions while your myCBUcard is active. The University is not responsible for funds or services obtained using a lost or stolen card. Once a replacement myCBUcard has been issued, your remaining cash balance will be available using your new myCBUcard. After a myCBUcard is deactivated, it can only be reactivated at the Smart Card Office (Marvin Harvey Building Room B190) office with proof of identification, and only if a replacement card has not been issued. Once a new myCBUcard is issued, any previous myCBUcard are permanently deactivated.

4. In-Active Account

In the circumstance that you are no longer registered at the University or employed by the University, your myCBUcard account will expire immediately upon notification to the Smart Card Office or one year (12 consecutive months) from the date of issue, whichever occurs first. This expiration of your myCBUcard account will render the myCBUcard inactive from any services associated with the myCBUcard program.

In the event, you return to the University as a registered student, community user or employee, your original myCBUcard can be re-activated by visiting the Smart Card Office (Marvin Harvey Building Room B190).

5. Charge Disputes

If you are not able to successfully resolve a purchase disagreement with a service provider and you wish to dispute the charge deducted from your myCBUcard account, you must notify the Smart Card Office (Marvin Harvey Building Room B190) in person within 10 business days of the date of the charge. You must provide the date, location, and amount of the transaction, along with any other supporting information that may help staff resolve your claim. Disputing a charge does not necessarily guarantee that the disputed charge will be credited to your myCBUcard account. Charge disputes are dealt with on a case-by-case basis.

6. Currency

All myCBUcard account funds are in Canadian (CAD) dollars. Cash deposits deposited in your card account must be in CAD funds. All deposits made from a debit or credit card outside of Canada may not be equivalent to the exact amount deposited due to currency exchange rates.

7. Refusal to accept or honor a myCBUcard as payment

The University is not responsible for refusal by a myCBUcard service provider to accept or honor your myCBUcard for whatever reason, including:

- Insufficient funds in your account at the time of the purchase;
- Equipment normally used to process the transaction is not functioning;
- Temporary suspension or cancellation of your account due to a violation of these terms and conditions; or
- Card was reported lost or stolen.

8. Refunds

General Account Refunds

Only students who are graduating or permanently leaving campus may have the money from his or her myCBUcard general account refunded. Balances under \$5.00 are non-refundable. The student card account will be rendered closed at the time of the refund. Refunds may be requested in writing at the Smart Card Office (Marvin Harvey Building Room B190)office.

9. Residual Fund

General Account

A General account is considered inactive if it has no activity for one year (12 consecutive months), at which time the account will be de-activated and closed.

10. Confiscation of myCBUcard

A University employee or any myCBUcard service provider may confiscate your myCBUcard if you use it fraudulently, without authorization or for improper purposes. Once a myCBUcard is confiscated, it will be sent to the Smart Card Office (Marvin Harvey Building Room B190). A decision on sanctions will be made on a case-by-case basis. If your card is confiscated, you will be required to use another payment method to complete a transaction.

11. Offline Transactions

If the myCBUcard transaction reader is operating in offline mode, a limited number of transactions may be accepted. In such cases, transactions will be processed on your myCBUcard account once the reader is back online. You are responsible for all transactions made while the transaction reader is offline. If the declining balance on your card goes into a negative balance, you must bring the balance to zero by reloading your myCBUcard before you can use the card again.

12. Collection and use of your personal information

Your personal information is intended to be used to verify your identity, to operate your myCBUcard through payment card networks and for the purpose of and those consistent with providing the services associated with the myCBUcard, administering University programs and activities and carrying out other University services and functions.

Without limiting the general interpretation of the previous sentence:

The name printed on the card is your official name as recorded in the University's database. Your digital photograph will be printed on the face of your myCBUcard and will be stored in a confidential database. Student photographs and enrolment information are proprietary and are kept secure and confidential. Outside parties are not privileged to personal or account information unless express consent is granted or the University is complying with security, legal or government agencies.

Questions regarding the collection and use of your personal information for the myCBUcard should be addressed to the Smart Card Office (Marvin Harvey Building Room B190).

13. Limitations on the University's Liability and Indemnity

The University is not liable to you for any loss, inconvenience to you or to others or for any damages (including special, indirect or consequential) or expenses of any kind that may result from the use or misuse of the myCBUcard or if, for whatever reason, your myCBUcard is not accepted or you do not have sufficient funds in your account. You agree to indemnify, hold harmless and release the University from any and all claims for losses, damages, injury, fees, expenses, charges or debts made by any party against the University arising out of the use or misuse of the myCBUcard, including any meal plan claims related to tax benefits and tax savings.

These terms and conditions are governed by the laws of the Nova Scotia and where applicable in Canada.

Questions

If you have any questions about the myCBUcard or the services offered, please contact the Smart Card Office (Marvin Harvey Building Room B190) at 902-563-1906, by email at mycbucard@cbu.ca or in person at the Smart Card Office (Marvin Harvey Building Room B190).