1. **UCard Debit Account.** The undersigned, referred to herein as the "Holder," hereby opens a UCard account and by signing on the attached UCard Debit Account Application form agrees to be legally bound by all of the terms and conditions set forth herein. **If the Holder is less than 18 years of age, a signature of a parent or legal guardian is required to open an account:** the co-signer’s responsibility will be terminated when the holder reaches the age of 18.

2. **Nature of Account.** University of Massachusetts, referred to herein as "UMass," agrees to accept and to hold for the benefit of the Holder, and exclusively for the purposes described herein, funds prepaid by the Holder to a plan maintained by UMass and referred to herein as the "UCard Debit Account." Funds prepaid by the Holder to the UCard Debit Account shall be applied to charges for goods and services made by the Holder through the use of the UCard Debit Account. The Holder understands and agrees that the UCard Debit Account is not a credit card account and that under no circumstances should debits or charges to the account result in a balance below zero. **If the Holder's balance should fall below zero, due to an offline transaction, the Holder agrees to deposit sufficient funds to bring the balance back to at least zero. The UCard Debit Account may not be used to obtain cash or cash advances under any circumstances.**

3. **Establishing the Account.** The UCard Debit Account will be activated by UMass for the Holder 48 business hours after receipt of a complete, signed Debit Account Agreement, or online equivalent. Deposits may be made anytime thereafter in any amount equal to or greater than one dollar $1.00. After the plan is opened, there is no minimum balance required. UMass reserves the right to apply a maximum limit to the accumulated deposits on any individual account on a case-by-case basis. A $25 charge will be assessed and the UCard Debit Account will be deactivated upon receipt of a returned check, or credit card chargeback. The holder is responsible for all attorney’s fees and other reasonable collection costs and charges necessary for collection of any amount not paid when due.

4. **Locations.** The Holder may use the UCard Debit Account to purchase goods and services at UMass Amherst wherever payment through use of the UCard Debit Account is authorized.

5. **No Interest on Funds.** The Holder understands and agrees that no interest or other earnings will be paid to the Holder or credited by UMass to the Holder's plan.

6. **Account Statements.** The Holder will have access to up to six months of the most recent transaction history online at [www.umass.edu/ucard/](http://www.umass.edu/ucard/). Upon request to the UCard Debit Account Office, the Holder can receive a statement detailing the activity in the Holder's account.

7. **Use of the UCard Debit Account.** The Holder must present his/her current UCard at the time of transaction in order to access the Holder's UCard Debit Account. The account is nontransferable and, except as provided below, the Holder is responsible for purchases made and debited to the Holder's account. In order to prevent unauthorized use of the Holder's identification card, additional identification may be required from any person attempting to access the Holder's plan. A daily limit of $15 in purchases from vending machines will be in effect; there is no daily limit on the number of purchases that may be made and debited to the plan, provided the Holder does not exceed the amount of funds in the Holder's plan at that time.

8. **Lost or Stolen Cards.** The Holder shall immediately report any lost, stolen cards or unauthorized card use to the UCard Office, Franklin Dining Hall, UMass, Amherst, MA 01003, (413) 545-0197. The Holder shall contact the UCard Office during normal business hours (Monday- Friday, 8:30am-5:00pm) or outside normal business hours by contacting Housing Services at (413) 545-0812. The Holder shall also suspend lost or stolen cards using this method or by using the online feature available at [www.umass.edu/ucard/](http://www.umass.edu/ucard/).

9. **Holder's Liability for Unauthorized Purchases.** If a UCard is lost or stolen, Holder is responsible for the unauthorized card purchases up to $50, provided the card is reported as lost or stolen to the UCard Office or Housing Services within two days (48 hours) of the loss/theft. Once the card is reported as lost or stolen, the UCard (and its associated UCard Debit Account) will be suspended. If
Holder fails to notify the UCard Office or Housing Services within two days after the loss or theft of the card, but does notify the UCard Office within sixty (60) days of the occurrence of the unauthorized purchases, the Holder’s liability for the unauthorized purchase shall not exceed $500. If the Holder fails to report an unauthorized card purchase within sixty (60) days, then the Holder’s liability for unauthorized purchases will have no dollar limit. It is required that a report of the unauthorized use be submitted to the UMass Public Safety Department in order for the UCard Office to refund the Holder for any unauthorized use.

10. **Error Resolution Procedures.** Holder must contact the UCard Office as soon as possible if the Holder believes there has been an error in connection with the Holder's account. UMass must hear from Holder no later than sixty (60) days after the problem or error occurs. Such notification must include: Holder's name and UMass ID number, description of the error or the transfer about which the Holder is unsure, an explanation of items believed to be in error or why more information is requested, and the dollar amount of the suspected error. If notification is made orally, UMass may require that Holder send the complaint or question in writing/email within ten (10) business days. UMass will inform Holder of the results of its investigation within ten (10) business days of the date UMass hears from Holder, and will promptly correct any error. If UMass requires more time, however, UMass may take up to forty-five (45) days to investigate Holder's complaint or question. In that case, UMass will credit Holder's account within ten (10) business days for the amount Holder claims is in error, so that Holder will have the use of the money during the time it takes UMass to complete its investigation. If Holder is asked by UMass to put Holder's complaint or question in writing and UMass does not receive it within ten (10) business days, UMass may not credit Holder's account. If UMass determines that there was no error, UMass will send Holder a written explanation within three (3) business days after the conclusion of its investigation. Holder may ask for copies of the documents that UMass used in its investigation.

11. **Closing Account; Refunds; Returns.** UMass reserves the right to close a Holder's Account at any time; the Holder of an account may close an account at any time, but UMass reserves the right to refuse an application to establish a new account. A $10 closing fee will be charged to the Holder’s Account for closure for any other reason other than graduation, withdrawal or (for staff members) termination of employment with the University. The UCard Debit Account will be closed automatically in due course if the Holder ceases to be a student or employee of University of Massachusetts, or if the card holder has not used their account for a period greater than one calendar year. At the time the account is closed, the UCard Office will refund any remaining funds to the Holder at the last mailing address on file with the University; however, no refund will be made if the account balance is less than $10.00. If the Holder decides to open another UCard Debit Account thereafter, the Holder will be required to enter into a new UCard Debit Account agreement. Goods and services purchased and debited to a UCard Debit Account may be returned according to return policies at the location where the purchase was made; if such return is permitted, the Holder's plan will be credited for the appropriate amount. The Holder understands and agrees that no cash refunds or withdrawals may be made to the Holder.

12. **Effective Date of Agreement.** These terms and conditions shall be in effect from the date of UMass’ receipt of a signed application from Holder until the account is closed.

13. **UCard Debit Account Office.** The UCard Debit Account will be administered by the UCard Office, located in Room 168 Whitmore Administration Building, UMass, Amherst, MA 01003.

14. **Modification of Agreement.** UMass may modify the terms and conditions of this agreement by providing to Holder a copy of any such changes prior to their effective date, and Holder will have the right to close his/her UCard Debit Account within thirty (30) days of such notification. If Holder does not close his/her UCard Debit Account within that period and after notification by UMass, Holder agrees to be bound by such changes in his/her UCard Debit Account terms and conditions. UMass may terminate this plan in whole or in part at any time.

15. **Disclosure of Accounting Information to Third Parties.** The University will disclose information to third parties about the account holder's account or the transfer made only: (1) in order to comply with court orders or other applicable laws, or (2) if the account holder gives prior written permission.

16. **Governing Law.** These terms and conditions shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Massachusetts.