

UNIVERSITY OF MARYLAND EASTERN SHORE HAWKCARD TERMS AND CONDITIONS

Policies, Terms and Conditions Agreement

Please read this Agreement before using your HawkCard account. It contains the terms and conditions of the HawkCard. By adding value, and/or using your HawkCard account, you agree to be bound by the terms and conditions contained in this agreement, which will govern your use of the HawkCard. Please read the entire agreement. The terms of this contract begins upon issuance of the HawkCard at enrollment and ends when the participant graduates or withdraws from the University of Maryland Eastern Shore (UMES) (students), terminates employment (faculty/staff), or the participant's HawkCard expires (other individuals).

The HawkCard is the property of University of Maryland Eastern Shore and must be surrendered upon resignation, termination, or request by University official or when the relationship for which the card was issued is no longer in effect.

Definitions

- a) Cardholder – an individual in whose name and for whose benefit a HawkCard is to be issued or has been issued by UMES.
- b) University - University of Maryland Eastern Shore or UMES
- c) Contributor – parent or an individual other than the cardholder who loads value to a HawkCard account for a cardholder.
- d) HawkCard - the Official University of Maryland Eastern Shore ID issued to the cardholder by UMES.
- e) Accepting Location - a point-of-sale location that is authorized to accept the HawkCard account for the purchase of goods and services.
- f) Account – a HawkCard may have one or more account: UMES, meal plan bonus points (if a meal plan with points is purchased), or UMES Kiosk Printing.

Eligibility

- a) Active student, faculty, or staff member are authorized HawkCard participants at University of Maryland Eastern Shore.
- b) Cardholder agrees that you have read and understood this Contract Agreement and that you will be bound by and will comply with all of its terms and conditions.
- c) You must have a valid government, state issued picture ID, or appropriate enrollment documentation to obtain a HawkCard.

HawkCard Description and Usage

- a) Official University of Maryland Eastern Shore Identification
- b) Access device for meal plan accounts
- c) Access device for one or more HawkCard pre-paid accounts (UMES, meal plan bonus points, and WEPA)
- d) Certain building access

- e) Pay for goods and services at accepting locations on campus
- f) Pay for goods and services at accepting locations off campus
- g) Obtain balances
- h) Add value to HawkCard accounts using a debit or credit card, cash or financial aid Funds. A personal check is not an acceptable method for adding value to HawkCard accounts.
- i) Access to activities on campus including but not limited to sporting events, plays, student activities, fitness centers and library

Cardholder Responsibility

The HawkCard is issued to you as part of the privilege you are entitled to as a member of the UMES community under the following terms and conditions of use. Each individual cardholder is responsible for their knowledge of the terms, conditions, and policies regarding the HawkCard. Use of the HawkCard by the cardholder signifies agreement with all HawkCard terms, conditions and policies. Please read all terms as these constitute legal obligations between you and the University.

The HawkCard is your official UMES identification card. Although the card is the property of University of Maryland Eastern Shore, it is entrusted to you for your convenience while at the University. No account should be accessed by anyone other than the cardholder. **Only the person pictured on the HawkCard is entitled to spend money from, gain access or utilize any other activities allowed on the HawkCard account.** Unauthorized use, alteration or duplication for fraudulent use warrants confiscation and/or disciplinary action. A \$35 penalty will be assessed for allowing another individual use your card. Replacement cards can be obtained for \$30 (subject to change without notice) at the Hawk Center in the Student Services Center. You can obtain your current account balance and view transactions by visiting the [HawkCard website](#) or at one of the Hawk Cash Value Center machines located on campus.

a) Making Purchases with HawkCard Accounts

You may use your HawkCard as a declining debit card where accepted, provided funds are available in your account. The HawkCard is a debit card only and does not provide credit arrangements. The HawkCard debit account is not a bank account and does not allow for ATM withdrawals.

You must have sufficient value available in your HawkCard account to pay for each transaction. Each time you use your HawkCard account, the amount of the transaction will be debited (deducted) from the account. You may **not** spend more value than available on any given account. Should your purchase exceed the remaining balance in your HawkCard account, you are responsible for providing a secondary form of payment to complete the transaction.

The cardholder is responsible for observing the amount and account charged during each transaction and for monitoring his/her account balance. Normally, purchase attempts on accounts with insufficient balances will decline. Shortages on your account caused system problems or otherwise will be billed to your student account. UMES reserves the right to correct all transaction errors regardless of their source.

Cardholders are responsible for use of the HawkCard in accordance with instructions at each location where the HawkCard is accepted. Debits resulting from your failure to properly utilize the HawkCard are your responsibility as the cardholder. The University is not responsible for any loss or inconvenience to you or to others arising as a result of lack of funds in your UMES account.

b) Lost, Damaged or Stolen HawkCards

The cardholder is responsible for maintaining a valid HawkCard that is in proper working condition. A replacement fee of \$30.00 (subject to change without notice) will be charged for lost, stolen, misplaced, damaged cards, or name changes. **Damaged cards consist of, but are not limited to: cards that contain hole punches, cards that have been marked on or bent, have had their magnetic stripe scratched, have been used to pry open or scrape objects, have been washed or dried in machines, or have had unauthorized stickers adhered to them.** This fee is nonrefundable even if your old card is found.

A defective or heavily worn HawkCard may be replaced at no charge upon turning in your current HawkCard. If your HawkCard is lost or stolen, you must notify the Hawk Center or suspend online at the [HawkCard website](#).

Notify UMES Immediately If:

- 1) Your HawkCard has been lost or stolen or
- 2) You believe someone has made a purchase using your HawkCard without your permission.

Until such notice has been received, you will be responsible for all uses of your HawkCard, whether or not such uses were authorized by you. When your HawkCard has been reported lost or stolen, UMES will suspend the HawkCard to prevent unauthorized use. You may request and receive a replacement card for a fee of \$30 (subject to change without notice). Upon issuance of a replacement card, any remaining credit, meal plan and WEPA balances, and access will be transferred to your new card.

c) Improper Use of Your HawkCard

Student cardholders shall be subject to disciplinary and/or criminal or civil action for:

- 1) Any use of or attempted use of the HawkCard for purposes other than that intended.
- 2) Any use of or attempted use of the HawkCard by any individual other than the cardholder.
- 3) Permitting the HawkCard issued to him/her to be used by another individual.
- 4) Failure to fully and truthfully report the circumstances pertaining to a lost, stolen or damaged HawkCard.
- 5) Allowing another individual use your HawkCard. A \$35 penalty may be assessed.

d) Disputes/Returns

The cardholder agrees to work to resolve all disputes concerning purchases made using the HawkCard with the merchant or location that accepted the HawkCard. If you are entitled to a refund for any reason for goods or services obtained with the HawkCard, you agree to

accept the credits to the HawkCard in place of cash. There will be no cash refunds given for purchases made using the HawkCard.

Multiple Accounts

A cardholder's HawkCard may be associated with multiple accounts. Each account has its own policies and rules pertaining to acceptance and fund loading. UMES reserves the right to restrict the use of accounts to certain qualifying locations.

Adding Value to HawkCard Accounts

Cardholder and contributors may add value to a HawkCard account at the Hawk Center (SSC 2150) in person using cash, check, debit/ATM or credit cards, online at the [HawkCard website](#), or at designated deposit machines on campus (cash only). Debt and credit card transactions will incur a 3% convenience fee.

Cardholders can also authorize financial aid funds, not to exceed \$2000 (subject to change), to be transferred to their HawkCard account during specified times given by the Student Accounts Office. Financial aid transfers can be completed electronically by logging into MyUMES, clicking on HawkWeb Student Center, and clicking on Transfer to HawkCard located in the "Finances" section of the HawkWeb Student Center. Alternatively, cardholders may go to the Student Accounts Office in person for assistance with transfers.

Account Refunds

Accountholders should contact the HawkCard Office to request a refund.

- a) Auxiliary Enterprises will initiate refunds for graduated students with balances greater \$500.00. Accountholders with balances less than \$500 need to request a refund of their HawkCard balance.
- b) There is no fee assessed for processing refunds.
- c) Balances owed to the University of Maryland Eastern Shore, will be recovered or deducted from the HawkCard balance before a refund is issued to the cardholder.
- d) Refunds will be given via direct deposit to the banking account the cardholder has on file with the University. Refunds will be mailed to cardholders with no banking information on file.
- e) Inactive accounts balances will revert to the University of Maryland Eastern Shore after four (4) years of inactivity.

Students not enrolled

- a) Students who have withdrawn may request a refund at the HawkCard Office during normal business hours.
- b) Students must provide proof of withdrawal.

Inactive Accounts and Unclaimed Property

HawkCard declining balances will carry forward from semester to semester, year to year, as long as the cardholder is enrolled or employed. However, accounts will become inactive for students who do not complete your payment confirmation for a given semester. HawkCard accounts for employees become inactive upon termination of employment.

Refund requests will be processed using the information on file at the time of the request. Therefore, accountholders should ensure the correct address is on file prior to requesting a refund.

If UMES is unable to process a refund due to incorrect information on file, the funds will be subject to applicable state laws regarding escheat of unclaimed property.

Departmental HawkCards

Departmental HawkCards are to be used strictly for UMES business expenses. Therefore, personal purchases of any kind are prohibited. This includes personal purchases from any vendor that accepts the HawkCard including campus dining, off-campus vendor locations, vending, postage, printing, and the bookstore. Gift card purchases are also prohibited using the HawkCard. **In addition to the HawkCard terms and conditions, cardholders must adhere to the information found in the Departmental HawkCard User's Guide. Cardholders must forward an approved HawkCard log along with receipts to Auxiliary Enterprises each month for review.**

UMES Responsibility

UMES agrees to accept and to hold for the benefit of the cardholder, and exclusively for the purposes described herein, funds prepaid by the cardholder through the use of the HawkCard. Funds prepaid by the cardholder to the HawkCard shall be applied to charges for goods and services made by the cardholder through the use of the HawkCard. UMES reserves the right to correct all HawkCard transaction errors regardless of their source.

Changes in Terms

Future changes in terms and conditions regulating use of this card will apply to all cards in circulation and use at that time and will supersede the terms and conditions in effect at the time the card was acquired. The University reserves the right to change any of the aforementioned policies without prior notice.

Privacy Policy

Your account and personal information will be kept strictly confidential as per the Family Educational Rights and Privacy Act. Outside parties will not be privileged to information about you, your account, or purchases made without your express consent unless such disclosure is in compliance with a court order or government legislation.

Acceptance of Agreement

Each individual cardholder is responsible for their knowledge of the terms, conditions, and policies regarding the HawkCard. **Use of the HawkCard by the cardholder signifies agreement with all HawkCard terms, conditions and policies.** By initiating deposits and transactions on your HawkCard accounts, you have agreed to the terms and conditions of the agreement as set forth in this document.

Contact Information

If you have questions regarding your HawkCard accounts, you may call or visit the Hawk Center located at the Student Services Center (SSC), Suite 2150 from 8am – 4:30pm, M-F. The telephone number is (410) 651-7747 or 7757.

Division: Administrative Affairs
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