

Bluejay Bucks Terms & Conditions

This document contains the terms and conditions of the Bluejay Bucks account linked to Your Jaypass. By adding value, or using Your Bluejay Bucks account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Bluejay Bucks account. Please read this agreement thoroughly. The term of this contract begins when value is added to Your account and ends when the participant graduates or withdraws from Elmhurst College (students), terminates employment (faculty/staff) or the participant's Jaypass expires.

1 Definitions

- You** and **Your** each mean the Cardholder.
- We, Us** and **Our** each mean Elmhurst College.
- Cardholder** means an individual in whose name and for whose benefit a Jaypass is to be issued or has been issued by Elmhurst College.
- Contributor** means an individual other than the Cardholder who loads value to a Bluejay Bucks account for a Cardholder.
- College** means Elmhurst College.
- Jaypass** means the Official Elmhurst College Jaypass ID Card issued by Elmhurst College to Cardholder.
- Bluejay Bucks** account means an account with pre-paid value that can be accessed using Your Jaypass.
- Card Program Website** means the website containing information about the Bluejay Bucks Program.
- Card Payment Service** means a service whereby a Cardholder can access value associated with their Bluejay Bucks account linked to their Jaypass.
- Accepting Location** means a point-of-sale location that is authorized to accept the Bluejay Bucks account for the purchase of goods and services.

2 Jaypass Description

Your Jaypass is a multi-function card that can be used for the following:

- Official Elmhurst College Identification
- Dining plan.
- Bookstore purchases with available Financial Aid.
- One or more pre-paid Bluejay Bucks accounts (on campus laundry or dining).

3 Eligibility

- You are authorized member of Elmhurst College.
- You have the following data on record with Elmhurst College: First Name, Last Name, Date of Birth
- You agree that You have read and understood this Agreement and that You will be bound by and will comply with all of its terms and conditions. By adding value to this account as a Contributor, You are accepting these conditions on behalf of the Jaypass holder.

If You do not agree with all of these statements, You should not add value to Your Bluejay Bucks accounts or use the Bluejay Bucks Program.

4 Contact Information

If You have questions regarding Your Bluejay Bucks account You may call 630-617-3015, email sfs@elmhurst.edu or write to Elmhurst College Student Financial Services at 190 Prospect Ave, Elmhurst, IL 60126. You may also get support by visiting Our website at www.elmhurst.edu/jaypass.

5 Jaypass Accounts – Bluejay Bucks

Your Jaypass can be linked with and used to access value in Pre-Paid Accounts. The College is not extending credit. Bluejay Bucks account funds are aggregated in a bank account maintained by the College. Jaypass holder, Jaypass and Account information are maintained on computer systems operated by the College.

Elmhurst College is not acting as a trustee, fiduciary or escrow with respect to value in Bluejay Bucks accounts, but is acting only as an agent and custodian. No interest, dividends or other earnings or return will be paid on any value loaded in Accounts. Value associated with individual Jaypass holder Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

6 Unauthorized Use

If You use, or attempt to use Your Bluejay Bucks account or the Jaypass Payment Services for purposes other than permitted uses (making payments, purchasing goods), including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, Your Bluejay Bucks account will be terminated and You will

be subject to Damages and other penalties including student disciplinary proceedings and/or criminal prosecution when applicable.

7 Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Bluejay Bucks account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Elmhurst College in electronic form. Electronic Communications may be posted on the pages within the Bluejay Bucks Program Website and/or delivered to Your Elmhurst College e-mail address. You may print a copy of any Communication and retain it for Your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not You have received or retrieved the Communication. Elmhurst College reserves the right but assumes no obligation to provide Communications in paper format.

8 Using the Bluejay Bucks Account

You may use Your Bluejay Bucks Account to pay for goods and services at accepting locations on campus.

8.1 Bluejay Bucks Account Spending & Value Add

Limits Account Rule	Limit
Daily Spend Limit	\$800.00
Daily Self-Service Spend Limit	\$ 50.00
Minimum Value Add	\$ 10.00
Maximum Value Add	\$800.00
Minimum Transaction Amount	\$ 0.01
Maximum Transaction Amount	\$800.00
Accepting Locations	All

9 Adding Value to Bluejay Bucks Accounts

Value may be added to Bluejay Bucks Accounts online at https://secure.touchnet.net/C20719_oneweb/ or at Student Financial Services.

We reserve the right to accept or reject any request to add additional value to a Bluejay Bucks Account at Our sole discretion. If any value added to a Bluejay Bucks account becomes subject to any stop payment order or chargeback after value has been credited to the Bluejay Bucks account, We will be entitled to recover the full amount of the stopped or charged-back payment plus any applicable fees by deducting an equivalent amount from the Bluejay Bucks account provided funds are available. If funds are not available, the amount to be recovered will be billed to the student account.

9.1 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your Bluejay Bucks account via the website without logging-in to Your account by entering unique personal information, then following the prompts. You acknowledge and agree that Contributors may add value in this manner.

10 Making Purchases with Bluejay Bucks

You must have sufficient value available in Your Bluejay Bucks account to pay for each transaction. Each time You use Your Bluejay Bucks account, the amount of the transaction will be deducted from the Account. You may not spend more value than You have available. Should Your purchase amount exceed the remaining balance in Your Bluejay Bucks account, You are responsible for providing a secondary form of payment to complete the transaction. Your account balance will be displayed at the time of purchase.

11 Bluejay Bucks Receipts

You agree to sign a receipt for any transaction made with Your Bluejay Bucks account where requested by the accepting location. You may not receive a receipt at dining halls and certain on campus self-service locations.

12 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your Bluejay Bucks account, the transaction will be declined. For self-service transactions, Your account must have a balance at least as high as the highest priced item available for sale at the self-service location. Your account will be charged only the amount of the purchase actually selected. If, for any reason, a transaction is processed for more than the available value in Your Bluejay Bucks account, You are liable for that entire amount and agree to pay any overdraft immediately on demand. We reserve the right to (i) automatically debit such overdrafts from any available value present now or in the future on this Bluejay Bucks account, (ii) suspend Your Bluejay Bucks account until the overdraft situation has been rectified.

If any funds to which You are not legally entitled are credited to Your Account by mistake or otherwise, You agree that such amounts are debts owing from You to Us and You authorize Us to deduct such amounts from Your Account to the extent permitted by law. You authorize us to take this action without Notice or demand to You.

13 Lost or Stolen Jaypass

You agree to notify us immediately if (i) Your Elmhurst Jaypass has been lost or stolen or (ii) You believe someone has made a purchase using Your Bluejay Bucks account without Your permission. You may be responsible for the unauthorized use of the Bluejay Bucks account if You fail to notify us that Your Jaypass has been lost or stolen. You can suspend Your Bluejay Bucks account by calling Student Financial Services at 630-617-3015 or email sfs@elmhurst.edu. When Your Jaypass has been reported lost or stolen, We will suspend the Bluejay Bucks account to prevent unauthorized use. You will need to obtain a replacement Jaypass at the Elmhurst College [Library](#).

The replacement fee for a lost Jaypass is \$20.

13.1 Re-Activating Bluejay Bucks Account

If You find Your Jaypass after it has been reported lost, You may re-activate the Bluejay Bucks account if (i) the re-activate request is received within two days of the Jaypass being suspended and (ii) a new Jaypass has not been issued. You can re-activate Your Bluejay Bucks account at Student Financial Services.

14 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Bluejay Bucks account with the merchant or location that accepted Your Jaypass. If You are entitled to a refund for any reason for goods or services obtained with the Bluejay Bucks account, you agree to accept credits to the Bluejay Bucks account in place of cash.

15 Error Resolution

If You think there is an error with Your account or if You need more information about a transaction on Your account, please contact Student Financial Services as soon as possible using the information in the Contact section of this agreement. We must hear from You no later than 60 days after the problem or error appeared. When calling or notifying us

You must:

- a. Include the account holder name and account number
- b. Describe the transaction in question and explain the discrepancy as clearly as possible.
- c. Indicate the dollar amount of the transaction.

If You make an oral request, We may require You to send the question in writing within 10 business days.

- a. We will attempt to complete Our investigation within 10 business days after We hear from You and will correct any error promptly.
- b. There may be instances that require more time to research. In that case, We may take up to 45 days to investigate the claim.
- c. If We take more than 10 days to investigate, We will credit the account within 10 business days for the amount of the disputed transaction(s). If the account holder is asked to put the discrepancy in writing and We do not receive it within 10 business days, We may not credit the account.

If We decide that there was no error, We will send You a written explanation within three business days after We finish our investigation. You may ask for copies of the documents used in the investigation.

16 Bluejay Bucks Refunds

Bluejay Meal Bucks- For students, any unused portion of fall term Meal Bucks will rollover to the spring term. At the end of the academic year the balance is not refundable. Bluejay Laundry Bucks will rollover to the following academic year. In the event of withdrawal or release from the College, Bluejay Bucks will be refunded, if applicable, in accordance with the refund schedule maintained in the Office of Student Financial Services less a \$25 dollar service fee.

17 Unclaimed Property

If You do not use Your Bluejay Bucks account for a period of one (1) year, it will be terminated. After the date of termination, if You have value on Your Jaypass, it will be processed in accordance with Item 16 above.

18 Cancellation; Suspension of Use

Elmhurst College and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Jaypass and/or Bluejay Bucks account. Elmhurst College may refuse to issue a Jaypass or may revoke the Jaypass privileges with or without cause or notice. The Jaypass at all times remains the property of Elmhurst College and may be repossessed by Elmhurst College at any time.

19 Changes in Terms and Conditions

We reserve the right to change the terms of this Agreement at Our sole discretion at any time.

20 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without regard to its conflicts of laws provisions.