

Terms and conditions

By accepting and using the AC Card (“**AC Card**”) as provided by The Algonquin College of Applied Arts and Technology (“**College**”) you signify that you have read, understand and agree to be bound by these Terms and Conditions (“**Terms and Conditions**” or “**Agreement**”) with the College.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE, BUT ARE NOT LIMITED TO, VARIOUS LIMITATIONS AND EXCLUSIONS, AND INDEMNITIES.

The use of the words “**YOU**” and “**YOUR**” refer to the person to whom the card was issued and whose name and picture, if applicable, appear on the AC Card.

Your use of the AC Card is subject to these Terms and Conditions. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use, and must cease using, the AC Card.

Terms of Use

1. Amendments to these Terms and Conditions.

The College reserves the right to amend these Terms and Conditions at any time without notice to you and without your consent, but we will use reasonable efforts to publish each amendment before such amendment becomes effective. We will ensure that the latest, fully-amended version of these Terms and Conditions is published at www.algonquincollege.com/ACcard (“**Website**”). **You are responsible for regularly reviewing the Website to obtain timely notice of such amendments.** If any amendment is unacceptable to you, you may terminate the agreement between you and the College regarding the use of the AC Card as set out in these Terms and Conditions. If you continue to use the AC Card after the effective date of each amendment, you will be conclusively deemed to have accepted such amended version of these Terms and Conditions.

2. Ownership

The AC Card is the property of the College. The AC Card is used by College departments, services providers and staff, as well as external merchants to identify you as a College student or staff member and to provide you with access to various services. You shall present your AC Card upon request by a College official, service provider or external merchant. The AC Card is provided to you for the purpose of accessing services available to you both by the College and by external merchants.

The name printed on the card shall be the name recorded by the College for official purposes. You are the only person who may use your card. The AC Card is non-transferable. You may not use your AC Card for any illegal, improper or unlawful purpose. Using another person’s AC Card, or altering, falsifying or selling an AC Card is strictly prohibited and such actions may be subject to civil or criminal proceedings.

Protect your AC Card by storing it in a safe place. You shall not alter or damage your AC Card by puncturing holes, applying stickers or making any other modifications to your AC Card. Any such alternations shall render the AC Card void.

3. Use of AC Card

To use your AC Card to make purchases, you must deposit funds into your AC Card “AC Cash” Account (“**AC Card Account**”). The AC Card functions under the principle of a declining balance, where purchases made with the AC Card will be deducted from the funds deposited in your AC Card “AC Cash” Account. Your AC Card may be used, where accepted, to make purchases at the College, with College service providers and with external merchants who have entered into AC Card Service Agreements with the College (“**Service Provider**”).

Your AC Card shall not be used to make prohibited transactions, including the purchase of alcohol, tobacco products, lottery items, gift cards and such other products as designated by the College in writing, as well as providing cash back, money exchange or cash reimbursement on any AC Card purchase (“**Prohibited Transactions**”).

4. Accounts

You shall have access to two (2) different AC Card Accounts which will be available for your exclusive use: a meal plan account (“**Meal Plan Account**”) and an AC Cash Account (“**AC Cash Account**”). Funds despositied into the Meal Plan Account shall only be applied against purchases of designated meals .Funds despositied into the AC Cash Account will be applied against all other purchases and services not designated as being part of the meal plan, as defined herein.

You can view your AC Card Cash Account online at any time by logging onto your AC Cash Account. The AC Cash Account may be accessed at www.algonquincollege.com/ACcard. Login information can be found on the “My Account” page of that website.

5. External Merchants

The College may enter into AC Card Service Agreements with external merchants who are not associated with the College (“**External Merchants**”) for the purpose of allowing you to access the services and products of these External Merchants using your AC Card. The College does not warrant, guarantee or endorse the products of the External Merchants and you shall not have recourse against the College for any such service or product accessed from or through these External Merchants. If a product or service purchased from an External Merchant is not satisfactory, you shall contact the External Merchant directly. External Merchants are not permitted to process Prohibited Transactions.

6. Security

You are responsible for safeguarding your AC Card against loss or theft, for maintaining it in proper working condition and for keeping your online account password confidential. The

College will not ask you to divulge any of your access information. If you suspect the security of your card has been compromised you must contact the AC Card Services Office immediately.

7. Lost or stolen AC Cards

If your AC Card is lost or stolen, you shall immediately deactivate the AC Card. You may deactivate the AC Card online through the AC Card website at www.algonquincollege.com/ACcard or in person at the AC Card Services Office or by contacting the AC Card Services Office by telephone. A replacement card fee of \$25.00 (taxes included) shall be charged to you ("**Replacement Fee**") to obtain a new AC Card ("**Replacement Card**"). Your AC Card account will be reactivated only after the Replacement Fee is paid, your student or staff member status has been verified and a new AC Card has been issued. No refunds shall be issued for the Replacement Fee if the lost or stolen card is subsequently found. All lost cards shall be returned to the AC Card Services Office or Security Services. If your AC Card is found and returned to the AC Card Services Office, the AC Card Services Office will contact you to notify you the AC Card has been found.

You are responsible for all transactions until your AC Card is reported lost or stolen. The College shall not be responsible for reimbursing you for funds or services purchased using a lost or stolen AC Card that has not been reported lost or stolen. You shall not be responsible for transactions occurring after you deactivate your AC Card. Once a Replacement Card has been issued, the funds in your AC Card Account will be transferred to your Replacement Card. After an AC Card is deactivated, it can only be reactivated at the AC Card Services Office with proof of identification, and only if a Replacement Card has not been issued. Once a Replacement Card is issued, any previous AC Cards are permanently deactivated.

8. Expired AC Cards

All AC Cards expire one (1) year from the date of issue. Expiry dates appear on the front of the AC Card. If you continue to be enrolled as a student or work at the College beyond the expiry date, you must renew your card at the Card Services Office. Access to services is based on your student status or your employment status. If you are not enrolled as a student or you are not an employee services shall not be available to you.

9. Disputed Purchases

If you disagree with an amount debited to your card, you shall first contact the Service Provider and make all reasonable efforts to resolve the disputed transaction. If you are not able to successfully resolve the disputed transaction with a Service Provider and you wish to dispute the charge deducted from your AC Card Account ("**Disputed Purchase**"), you shall notify the AC Card Services Office in person within ten (10) days of the date of the Disputed Purchase. You shall provide the date, location of the purchase and receipt, if available, the amount of the transaction, along with any other information that may help to resolve your claim. Disputed Purchases shall be investigated on a case-by-case basis. The College does not warrant or guarantee that it will investigate all Disputed Purchases and the decision of the College to investigate a Disputed Purchase in no way guarantees a credit will be applied to your AC Card Account.

10. Currency

All AC Card Account funds are in Canadian dollars. Funds deposited into your AC Card Account must be in Canadian funds. All deposits made to the AC Card Account from a debit or credit card outside of Canada are subject to exchange rates and all amounts displayed in your AC Card Account are in Canadian Dollars.

11. Refusal to accept or honour an AC Card as payment

The College shall not be responsible for the refusal by a Service Provider to accept an AC Card as a method of payment, including but not limited to the following reasons:

- Insufficient funds in your account at the time of the purchase;
- The failure of equipment to properly function to process the transaction;
- Temporary suspension or cancellation of your account due to a violation of these terms and conditions; or
- The AC Card was reported lost or stolen.

12. Refunds

AC Cash Account Refunds

Funds from your AC Card Account may only be withdrawn if you have graduated from the College, you are no longer enrolled at the College or you are no longer employed by the College. At the time you request the refund, should you have an outstanding balance owing to the College, the funds in your AC Card Account may be applied against this debt. The AC Card Account shall be terminated at the time of the refund. Refunds may be requested in writing at the Card Services Office. Refunds will be issued in your name by cheque.

Promotional Account:

There may be circumstances where you are provided with a promotional account for purchases with your AC Card. Funds in promotional accounts are non-refundable, non-transferable and are subject to expiry as determined by the AC Card Services Office.

13. Residual Funds

AC Cash Account

An AC Cash Account is considered inactive if it has no activity for twenty-four (24) consecutive months, at which time the account will be closed.

14. Confiscation of AC Cards

Your AC Card may be confiscated by a College employee or any Service Provider who has reasonable grounds to believe your AC Card is being used fraudulently, without authorization, for improper purposes or in contravention of these Terms and Conditions. All confiscated AC Cards shall be returned to the AC Card Services Office. If your card is confiscated, you will be required to use another method of payment to complete the transaction.

15. Offline Transactions

If the AC Card Reader (“**AC Card Reader**”) is operating in offline mode, a limited number of transactions may be accepted. In such cases, transactions will be processed on your AC Card Account once the reader is functional and online. You are responsible for all transactions made while the transaction reader is offline. If a purchase is processed while the AC Card Reader is in offline mode and you do not have sufficient funds in your AC Card Account, there will be a negative balance in your AC Card Account. All negative balances must be paid in full by depositing funds into your AC Card Account before the AC Card may be used for any subsequent transactions. AC Card transactions at External Merchants shall not be accepted when the AC Card Transaction Reader is in offline mode.

16. Collection and Use of Your Personal Information

Your personal information is intended to be used to verify your identity for the purposes of using your AC Card and for the purpose of providing the services associated with the AC Card, including but not limited to administering College programs and activities and carrying out other College services and functions.

All information printed on the AC Card, including your name and photograph and any other identifying information will be kept confidential and will only be released with your written permission or as required by law. For more information about how your personal information is handled by the College, see the College’s [Privacy Policy](#)

16. Limitations on the College’s Liability and Indemnity

The College is not liable for any direct or indirect losses, damages or expenses of any kind (including any special, incidental or consequential damages) arising out of the following, regardless of the cause of action, including negligence, and even if the College is advised of the possibility of such damages:

- any input errors you make;
- your failure to use up to date virus-scanning software;
- a failure by the College to perform under this Agreement, or delays, errors or interruptions that result from acts beyond the College’s reasonable control.

The College is not liable for any indirect losses, damages, expenses (including any special, incidental or consequential damages), regardless of the cause of action, including negligence, and even if we advised of the possibility of such damages.

The College does not warrant or guarantee (including any oral, implied or statutory warranties and conditions) the nature, quality or character of the goods or services purchased or accessed by you using the AC Card.

You agree to indemnify, hold harmless and release the College from any and all claims for losses, damages, injury, fees, expenses, charges or debts made by you or any party against the College arising out of your use or misuse of the AC Card.

17. Termination

The College may terminate this Agreement with you, confiscate your AC Card or prohibit your access to your AC Card Account at any time, without notice to you. The College is not liable for any losses, damages, expenses or inconvenience that results from withdrawal of your access. The Terms and Conditions set out herein will continue to apply to all pending transactions at the time of termination.

18. Dispute Resolution

In the event of a dispute relating to these Terms and Conditions, you and the College shall attempt to resolve the dispute through negotiations. If after thirty (30) days, a resolution is not agreed upon, the dispute shall be referred to a mediator for resolution. If the dispute cannot be resolved by the mediator, the College shall terminate this Agreement.

19. Intellectual Property

These Terms and Conditions and the Website contain names, titles, words, phrases, icons, logos, designs or graphics which may constitute trade names, registered or unregistered trademarks or service marks ("Trade-marks") of the College. The display of Trade-marks on pages at this Website does not imply that any license has been granted to you.

All information in this Website is protected under the copyright laws of Canada and/or other countries. You shall be entitled to copy any information for your own personal use but you may not republish or reproduce any such information for any other purpose in any other manner without the prior written consent of the College.

Any unauthorized downloading, re-transmission, or other copying or modification of Trade-marks or other contents of this Website may be a violation of statutory or common law rights which could subject you to legal action.

20. Notice

Any notice to the College or to the AC Card Services Office shall be given at the address below, or such other address designated by the College from time to time.

To the College:

Algonquin College of Applied Arts and Technology
ATTN: AC Card Services Office
1385 Woodroffe Avenue Room E120
Ottawa Ontario, K2G 1V8
Telephone 613-727-4723 x 7187
photoid@algonquincollege.com

21. Force Majeure

The College shall not be liable to to you for any failure or delay in its performance of this Agreement due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labour shortage or dispute, Internet interruption, government acts and other similar events.

22. Severability

If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions.

23. Governing Law

These terms and conditions are governed by the laws of the Province of Ontario and the laws of Canada applicable therein.