

Faculty/Staff USCard Billing Rights & Terms of Disclosure

USCARD HOLDER AGREEMENT

Please read this Agreement before using the USCard. It contains the terms and conditions of the USCard Account, some of which may have changed from earlier materials provided to you. In the event of any differences, this Agreement shall control.

1. **AGREEMENT TERMS.** The word "Account" means your USCard Account. The words "you," "your," or "yours" mean you, the cardholder, who are contractually liable under this Agreement, or your parent(s) or legal guardian(s) if they have signed the agreement because you are under age 18. The word "USC" means the University of Southern California.
2. **ACCEPTANCE OF AGREEMENT.** Your use of your Account or your USCard means you accept this Agreement.
3. **USE OF YOUR ACCOUNT AND THE USCard.** You agree that you will only use your Account or the USCard for personal, family and household purposes. Your Account and the USCard may be used to purchase goods or services from participating establishments at USC.

USC is not responsible for the refusal of anyone to accept or honor the USCard. The USCard is the property of USC. You must return it to either the USCard office or a designated agent of USC upon request.

4. **LIABILITY FOR UNAUTHORIZED USE.** If your USCard is lost or stolen, or if you think that someone is using your Account or your USCard without your permission, notify the USCard office immediately. You can notify the office 24 hours a day by telephoning (213) 740-8709, or by writing to USCard Services, Los Angeles, CA 90089-1623. You may be liable for the unauthorized use of your Account or the USCard. After reporting, your liability will not exceed \$50.00.
5. **PROMISE TO PAY.** You agree to pay USC in U.S. dollars for all purchases including applicable finance charges and other charges or fees you may incur on your Account.

Failure to make payments of indebtedness to USC when due is considered sufficient cause, until the debt is settled to USC, to:

- a. suspend all University services or privileges;

- b. file with small claims court to pursue collections;
- c. assign the account to a collection agency; and
- d. USC also retains the right to proceed with action through the University conduct system until your debt is settled. Permission to cancel enrollment does not constitute and shall not be construed, as, a waiver by USC of your financial obligation. You are still responsible for all outstanding debts and contracts with USCard and USC. Furthermore, a student must not have any delinquent financial obligations to USC at the time classes begin or their registration may be revoked. The USCard office and USC can accept late payment or partial payments in checks and money orders marked "payment in full" without losing any of the rights under this Agreement.

PAYMENT OPTIONS. The entire balance deducted on your E-Trac statement is available at www.usc.edu/uscard is due and payable upon receipt.

- 6. **DEFAULT-COLLECTION COSTS.** You are in default if you fail to comply with the terms of this Agreement, including failing to make a required payment when due. If you are in default USCard reserves the right to pursue collections.
- 7. **CANCELLATION.** You may cancel your Account by notifying us in writing. You will still be responsible to pay any amount you owe USC according to the terms of this agreement. If your Account is canceled or suspended, USC may declare the entire balance of your Account immediately due and payable.
- 8. **USCARD PRIVACY POLICY.** Information we collect, or correspondence we receive from faculty and staff with regard to our Payroll Deduction offering is an individual consumer's record. USCard Services maintains the privacy of employee transactions and allows employees the right to inspect their records as required by regulations governing both personnel practices and financial institutions. Questions or concerns you might have may be directed to the Office of Compliance, or USCard Services.

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices. To make this notice easy to find we make it available on our homepage and at other points before we collect personally identifiable information, i.e., the account management services.

We reserve the right to change our update this Privacy Notice at any time. Any such changes or updates will be effective immediately upon posting to this website. Further, your use of this site following such posting constitutes your acceptance of the Privacy Notice as so changed or updated. If we make material changes to this Privacy Notice, we will ask you to agree to the new terms by clicking on the acceptance of changes notification. If you choose not to accept amended terms of the Privacy Notice at that time, your access to on-line USCard Services will be disallowed.

THE INFORMATION WE COLLECT. This notice applies specifically to all information collected or submitted by USCard Services. It does not apply to other websites, or information collection efforts belonging to the University of Southern California. USC is the sole owner of all of the information USCard collects and maintains.

Through our account management service, you can review your account. The types of information displayed, or collected on these pages include:

Name
University ID Number
Email Address
Password

HOW WE USE INFORMATION. Any information you provide, or information provided when authorizing guest users may be stored on our secured web server, or a secure server administered by an authorized agent. The information will be available only to USCard employees, or their authorized agents as described below.

We use the information you provide only for the purposes of verifying that you are an authorized user when logging in, protecting against potential fraud, providing the customer service and emailing notices about services and activity to you. We do not share information with outside parties but to the extent necessary to complete related requests we do work closely with other university departments, namely, Student Financial Services and University Payroll Services, or as required by applicable law or court order.

OUR COMMITMENT TO DATA SECURITY. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures which we regard as appropriate to safeguard and secure the information we collect and use both on-line and in our offices and customer service locations. We use encryption technology to protect the security of the information transmitted on our website. However,

transmissions made by means of the Internet cannot be made absolutely secure. USC will have no liability for disclosure of data due to errors in transmission, or through the use of third party cookies or other devices on your computer. Once you leave our website, you will be subject to other privacy policies which may differ significantly from the policy described in this notice.

HOW TO CORRECT YOUR INFORMATION. If you believe any of the information regarding your account is incorrect, write us at the contact address below to preserve your rights. We must hear from you no later than 60 days after the date of the first statement on which the error or questioned transaction occurred. You may telephone our office, but doing so will not preserve your rights.

In your letter, provide us with the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error and explanation of why you believe it to be an error

HOW TO CONTACT US. You can write to us:

University of Southern California
USCard Services
MC 1623
649 W 34th Street PSD 102
Los Angeles, CA 90089-1623

9. **GOVERNING LAW.** This Agreement will be governed by the laws of the state of California for agreements to be performed in the county of Los Angeles and all applicable federal laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.
10. **STATEMENTS.** USC may provide a web based account service that will allow you to review the transaction history for your account and the current balance. This may be accessed at www.usc.edu/uscard. You may also obtain statements by placing a written request at the USCard Customer Service Office. Deducted charges are posted on your paycheck stub which is available to view on E-Trac.
11. **BUSINESS DAYS.** The University's business days are Monday – Friday, 8:30am to 5:00pm, excluding holidays and December 25th through January 1st.