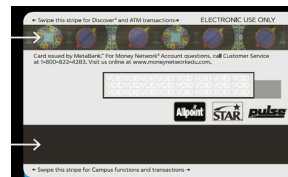


## 12.0 GOLD CARD POLICIES AND PROCEDURES

The Gold Card is the official identification card for all faculty, staff and students of Alcorn State University. The student must be completely registered in order to obtain a card. Students, faculty and staff must have their Gold Card with them at all times. In addition, the card must be presented upon request by University authorities. Unauthorized use by a party other than the individual pictured on the card warrants confiscation and possible disciplinary action by the University.

Alcorn State University's Gold Card is multi-functional. This technologically advanced card will provide photo identification, access control and cashless payments at the bookstore. The Money Network® Enabled Discover® Prepaid Campus ID Card enables students to receive access and manage their student aid funds with a prepaid account integrated with the Gold Card. This card can be used everywhere Discover is accepted worldwide at ATMs, stores, online and more.

The dual purpose card has two magnetic strips on the back to make access to campus resources more convenient:



The narrow stripe at the top with the hologram enables students, faculty and staff access to funds in their Money Network Account in order to make purchases everywhere the Discover card is accepted and also to use ATMs.

The wider stripe at the bottom is used for campus functions and transactions allowed by the University.

Students must sign up to receive their remaining financial aid credit on the Gold Card by completing the consent form as follows:

1. Go to Alcorn State University Homepage ([www.alcorn.edu](http://www.alcorn.edu)).
2. Click on Banner Online Services.
3. Click on Enter Secure Area.
4. Enter User ID & 6 digit pin number.
5. Click on Student Services & Financial Aid.
6. Click on Registration.
7. Click on Consent Form.

The Gold Card can be used in different formalities on and off campus and serves as the student's passport for:

- Athletic events. All full-time registered students can attend athletic events.
- Meal privileges. The Gold Card can be used by all registered students who have a meal plan with the University.
- Identification. Use Your ASU Gold Card as your ID when asked by any University official.
- Library. Use your ASU Gold Card to check out books or to use reference materials in the library.
- Gold Card Accounts. Your ASU Gold Card can be used to make purchases at on and off campus locations.
- Bookstore. Use your ASU Gold Card to purchase your text books and game day paraphernalia at Barnes and Noble Bookstore.

For students, privileges are assigned each semester/summer session and are valid from the first day of the semester, until the last day of the semester/summer session. In the event a student's card is lost, stolen or misplaced, he or she must pay the full price for on-campus functions/meals. A Gold Card is not made active until a student has completed registration. New students are required to present a photo ID before receiving a Gold Card.

Here are guidelines for the care of the Gold Card:

- Protect card from physical abuse.
- Carry Gold Card in a protective cover such as a wallet.
- Do not use Gold Card as a tool or punch holes in it.
- Do not give Gold Card to someone else to use.
- Do not try to alter the Gold Card. A fine and judicial charge may apply.
- Do not place Gold Card on stereos, microwaves or next to other credit cards.
- Avoid running Gold Card through a washer or dryer.

### **12.1 GOLD CARD DEBIT ACCOUNT**

Students may open a debit card account by making a deposit to their account at the cashier's window of the Office of Business Affairs. The debit account allows the student to purchase merchandise at selected on and off campus merchants. Student may add \$5.00 to \$1,000 from financial aid funds. Students may add financial aid only 2 times through this method at the cashier's window. All funds except financial aid can be added at any time with no limited amount.

Deposits can be made via cash, cashier's check or debit/credit card.

Academic scholarship recipients' book allowances are not automatically deposited to the debit card account. Please make a request at the cashier's window to deposit these funds at the time of registration. Funds are automatically carried over to the next semester/summer session unless a refund has been requested.

### **12.2 FLEX DOLLARS**

The amount of money in the student's flex account depends on the type of meal plan chosen. Student may not change meal plans after registration is complete. The meal plans for the fall and spring semesters are as follows:

- 19 meals per week entitle the student to 25 flex dollars per semester.
- 15 meals per week entitle the student to 100 flex dollars per semester.
- 10 meals per week entitle the student to 275 flex dollars per semester.
- 7 meals per week entitle the student to 400 flex dollars per semester.

If the student exceeds his or her total meals per week, he or she has the option to use their flex dollars to pay for that particular meal. Flex dollars are nonrefundable.

The meal plans for the summer sessions are as follows:

- 19 meals per week with no flex dollars
- 15 meals per week with no flex dollars

### **12.3 GOLD CARD REFUNDS**

Refund requests can be made at the cashier's window until 2 weeks before the semester ends/one week before summer session ends. In the event a student withdraws or is dismissed from the

university, the university agrees to refund the student the unspent amount (\$1.00 or above) provided certain requirements have been met.

Students may request a refund from the Gold Card at the end of the semester by completing the Gold Card Refund Request form and submitting it to the Gold Card Office.

Refunds are processed when:

- Proof of withdrawal or dismissal has been provided.
- Proof has been provided that the student's account reflects a \$0.00 balance.
- The account has been inactive for one year (\$10.00 or more).

Refunds will be forwarded to the last known address.

#### **12.4 LOST, STOLEN, MISPLACED, AND DAMAGED CARDS**

It is the student's responsibility to report lost, stolen, misplaced or damaged cards to the Gold Card Office, (601) 877-6150, Campus Police, (601) 877-3000 and Money Network (800)822-4283 (if applicable) immediately in order to suspend privileges. It is the student's responsibility to purchase another card at the cashier's window for \$25.00 if the card is lost, stolen, misplaced or damaged.

#### **12.5 DISCRETIONARY SPENDING PROGRAM**

The ASU Gold Card is now more than the official University identification card for students and employees. It is also a discretionary spending program that allows participants to purchase goods and services from on-campus and off-campus merchants.

#### **12.6 MERCHANT'S RESPONSIBILITIES FOR GOLD CARD**

Merchants are required to verify the customer's ID when making a purchase and deduct the amount of the purchase from the customer's account by scanning the customer's ASU Gold Card through the VeriFone terminal. Merchants shall verify that the student, faculty or staff member has his or her own ID card. All revenues due to the merchants will be computed on the dollar amount scanned through the VeriFone terminal. Merchants shall not allow ID card holders to receive cash back for any reason or charge a fee for using the ASU Gold Card at the merchant's place of business as a method of payment. ASU and the merchant will be notified of this violation and shall be subject to revoked privileges or immediate termination. Any individual requesting a refund for a purchase that was paid for with the ASU Gold Card must have the entire amount credited to the Gold Card holder's account. The University encourages any merchant who sells alcohol and tobacco to adhere to the regulatory laws of the state of Mississippi.

Merchants shall verify by visual inspection that the person in possession of the Gold Card is the person pictured in the photo on the card prior to accepting a Gold Card payment. Merchants shall acknowledge and agree that ASU will not be liable for payment to merchants for any Gold Card transactions consummated by merchants on a lost or stolen Gold Card, with it being expressly acknowledged and agreed by merchants that merchants shall be solely responsible for verifying the validity of any Gold Card presented to merchants in payment for merchant's goods or services.

Merchants are required to issue a receipt to Gold Card customers at the time the cardholder initiates a transaction with the merchants, which shall include the amount, account number, date of the purchase and the merchant's location and identity of purchase.

### **12.7 FINANCIAL ARRANGEMENTS**

The merchants agrees to pay ASU 5 percent of gross sales made with the Gold Card (less sales tax) verified on the monthly computer-generated printouts supplied to merchants by ASU. Merchants shall remit all applicable sales taxes to the state of Mississippi. Merchants also shall be in compliance with all federal, state and local codes. Merchants shall comply with all governmental health codes regarding services performed under this agreement. Merchants shall provide proof of possession of all state and local licenses and permits necessary to conduct business.

ASU will furnish merchants with detailed monthly reports indicating gross sales and customer counts. ASU will remit to merchants on a weekly basis all monies due, less the 5%. ASU will process payment no later than 7 days after merchant provides the ASU Gold Card Program with a written statement documenting the valid ASU Gold Card transactions attributed to merchant's sales. Notwithstanding the foregoing, ASU shall not be responsible or obligated to pay merchants for any Gold Card transactions which are prohibited hereunder or which are processed by merchants on a stolen or invalid Gold Card.

### **12.8 INDEMINIFICATION**

Merchants shall indemnify and save and hold harmless ASU, the State of Mississippi, Institutions of Higher Learning, officers, agents, and employees from and against any claims of loss, liability, injury, or damage to persons or property resulting from use of the ASU Gold Card on merchants' premises. Indemnification shall include expenses, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property or any other claims by merchants or officers, employees, agents, customers, licensees, invites or any other person, firm or corporation resulting from the use of and participation in the Gold Card Program.

ASU shall indemnify and save and hold merchants harmless from and against any claims of loss, liability, injury or damage resulting from ASU's administration of the ASU Gold Card Program. Indemnification to include but not limited to reasonable attorney's fees for injury, loss or damage

of whatever nature to any person, property or any other claims by users of the ASU Gold Card against ASU.

### **12.9 OFF-LINE TRANSACTIONS**

If at any time the Gold Card equipment at merchant's location indicates an off-line status or otherwise is inoperable, merchants shall notify the Gold Card Administrator at (601) 877-6150. If merchants continue to accept Gold Card payments while in an "off-line" mode, the University shall not make payment for any transaction that is later denied by the Gold Card Program due to insufficient funds or because the card was invalid. In no event shall ASU be liable for any losses, damages, claims, costs or expenses suffered or incurred by merchants due to failure of the Gold Card equipment or verification system to operate properly.

### **12.10 EQUIPMENT REQUIREMENTS**

Merchants will install a VX 570 terminal and printer (if not already in use) for the purpose of validating each transaction using the ASU Gold Card. Merchants are responsible for securing the VeriFone terminal and any loss or damage to the terminal will be at the merchant's expense. All telephone charges and installation fees will be at the expense of the merchants.

### **12.11 ADVERTISING**

Merchants shall not advertise any connection with ASU, Board of Trustees of Institutions of Higher Learning or use ASU's name, symbol or any other identifying marks or property nor make any representations, either expressed or implied, as to ASU's promotion or endorsement of merchants or merchants' businesses unless it has received written permission from ASU.

### **12.12 GOVERNING LAWS**

This merchant agreement shall be governed by and in accordance with laws of the State of Mississippi. Any legal action arising pursuant to this agreement shall be brought in a court of competent jurisdiction in the state of Mississippi. Certain Mississippi agency provisions are as follows:

- **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act and Affirmative Action.
- **Conflict of Interest.** This agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of this agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement.

- **Records.** Merchants shall retain all records relating to this agreement during the agreement's term and for an additional 5 years. Further, such records will be available at reasonable times for inspection and audit by the University or the Auditor General of the State of Mississippi during the term of this agreement and for 5 years thereafter. The records, if requested, shall be provided at Alcorn State University in Lorman, Mississippi.
- **Failure of Legislature to Appropriate.** If the University's performance under the agreement depends upon the appropriation of funds by the Mississippi Legislature and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to each merchant and cancel the agreement without further obligation of University.