

Action Card Disclosure Statement

Action Card Business Office Information

| | | | |
|-----------|--|---------------|--|
| Location: | 451 Campus Drive E Campus Drive Deck (Transit Hub) Room 170 | Hours: | Monday-Friday, 8am – 5pm <i>(All University holidays are observed)</i> |
| Address: | The University of Alabama Action Card Office Box 870355 Tuscaloosa, AL 35487-0355 | Phone: | (205) 348-2288 or 800 474-2288 |
| | | Web: | actcard@fa.ua.edu |
| | | Social Media: | Facebook – Action Card Office Instagram – Action Card Office Snapchat – Action Card Office Twitter – Action Card Office |

Action Card

- The use of any credential form of the Action Card is subject to all terms, conditions, rules and regulations contained in this Action Card disclosure statement.
 - Action Card credential forms may consist of, but are not limited to, physical card, mobile card and/or Watch or other types of wearable credential(s). The term Action Card as used in this document will cover all officially issued credential forms by the University of Alabama's Action Card Office used to access Action Card services, accounts, events and facilities.
- The Action Card is the University of Alabama's official photo identification card.
- The Action Card Office has the right to determine eligibility to receive an Action Card and, if issued, the credential type of Action Card produced.
 - Mobile cards and Watches are authorized for current term Main Campus students or current UA employment and online services are accessed through MyAccounts under <http://actcard.ua.edu/>.
 - Multi-factor authentication is required through use of your myBama login/password and DUO for any mobile card activity such as create, suspend, resume or remove from the Wallet.

- Create, suspend, resume or remove of mobile cards can be completed by following the instructions found at <http://actcard.ua.edu/>
- Other wearable technology is limited to participation in a UA approved function or activity and restricted to the start and stop dates assigned to the specific function or activity.
- Replacement of physical cards are authorized for current term student enrollment or current UA employment. For other customer categories, verification of current need for an Action Card for campus services will be verified. Action Card fees schedule can be located at <http://actcard.ua.edu/policies-and-fees/>.
 - A valid government issued photo ID, such as a state driver's license, state ID, US government ID or passport is required for receipt of a cardholder's first Action Card.
 - A valid government issued photo ID, such as a state driver's license, state ID, government ID or passport and/or verification against previously approved Action Card photo is required for cardholder's receipt of a replacement Action Card.
- The cardholder agrees that the Action Card is the property of the University of Alabama and must be returned to University officials upon request for physical card credentials and/or services suspended or removed for mobile credential(s).
- The University may require presentation of the cardholder's Action Card credential for identification, access to multiple University services, events, and facilities, as well as access to Action Card debit card funds for on and off campus authorized locations.
- The latest Action Card credential type received by the cardholder should be carried at all times by the cardholder.
- Handle your physical Action Card with care as it does contain internal components.
- Your Action Card credential(s) are non-transferable.
- Unauthorized use, tampering, or alteration may result in disciplinary action.
- Violation of University policy may result in loss of Action Card privileges.
- There is no charge by the University to the cardholder for use of the Action Card credential(s).
- Cash withdrawals from the cardholder's Action Card debit account(s) are not permitted.
- Action Card Fees schedule can be located at <http://actcard.ua.edu/policies-and-fees/>
- Damage to a physical Action Card credential, other than normal wear and tear, as determined by Action Card personnel, will result in a card replacement fee.
- University Student Account Services student financial policies can be located at <https://studentaccounts.ua.edu/>

Terms for Adding Your Student Identification to a Third Party Digital Wallet

These Terms for Adding Your Student Identification to a Third Party Digital Wallet (the "Terms") apply when you choose to add your school-issued identification card ("Student ID") to a digital wallet on an iOS based device or other payment service managed or owned by a third party ("Wallet"). In these Terms, "you" and "your" refer to the holder of the

Student ID, and “we,” “us,” and “our” refer to The Board of Trustees of The University of Alabama, by and on behalf of The University of Alabama.

When you add your Student ID to a Wallet, you agree to these Terms:

1. **Service.** We have entered into an agreement with Blackboard Inc. to allow eligible recipients of a Student ID to provision their Student ID to a digital wallet on an iOS based device. The Wallet will permit you to use your device to (i) make contactless payments at merchants’ contactless-enabled point-of-sale terminals or readers that accept contactless payments using a mobile card and (ii) access certain facilities (“Service”). By placing your iOS- or Android-based device near a merchant’s contactless-enabled point-of-sale terminal or reader, you are authorizing the payment for the merchant’s products or services with the Wallet through the Service.
2. **Adding Your Student ID.** You can add an eligible Student ID to a Wallet by reviewing instructions found at <http://actcard.ua.edu/>. Only Student IDs that we determine are eligible can be added to a Wallet. We may determine eligibility criteria in our sole discretion. We reserve the right to terminate our participation in the Service, a Wallet, or with a Wallet provider at any time and the right to designate a maximum number of Student IDs that may be added to a Wallet.
3. **Your Student ID Do Not Change.** The terms and agreement that govern your Student ID and enrollment with us do not change when you add your Student ID to the Wallet. Prior student application and enrollment agreements you have agreed to are incorporated by reference as part of these Terms. The Wallet simply provides another way for you to make purchases or other transactions or access certain facilities with the Student ID.
4. **Fees.** We do not charge you any additional fees for adding your Student ID to the Wallet or using your Student ID in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Student ID information transmitted by a Wallet and you shall comply with any and all applicable tax laws in connection therewith.
5. **We Are Not Responsible for the Wallet.** We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Student ID in the Wallet. We are not responsible for any failure of the Wallet, for any errors, delays caused by or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.
6. **Transaction History.** You agree and acknowledge that the transaction history displayed in the Wallet solely represents our authorization of your Wallet transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the Wallet provider’s transaction history in connection with use of your Student ID in the Wallet may be preliminary and/or incomplete, and may not match the transaction amount that ultimately clears, settles, and posts to your Student IDs’ billing statement or other relevant billing statement, which shall be deemed the prevailing document.
7. **Contacting You Electronically and by Email or through Your Mobile Device.** You consent to receive electronic communications and disclosures from us in connection with your Student ID and the Wallet. You agree that we can contact you by email at any email address you provide to us or through the mobile device on which you

have provisioned for the Student ID. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

8. Removing Your Student ID from the Wallet. You should contact the Wallet provider on how to remove a Student ID from the Wallet. We can also block a Student ID in the Wallet from purchases at any time.
9. Governing Law and Disputes. If any disagreement arises between the parties hereto relating to the interpretation or implementation of any part of this Agreement, the parties shall first attempt to amicably resolve such dispute by agreement between them. The Board of Trustees of the University of Alabama does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama and Ala. Code § 36-1-12 (1975). Any claim against The Board of Trustees of the University of Alabama must be made through the Alabama State Board of Adjustment. Any provisions of this Agreement that may be considered a consent to suit or a waiver of immunity by The Board of Trustees of the University of Alabama is hereby stricken and rendered null and void. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to this Agreement and any dispute involving The Board of Trustees of the University of Alabama.
10. Ending or Changing these Terms; Assignments. We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. Your use of a Student ID in a Wallet after we have made such changes available will be considered your agreement to the changes. We will provide notice if required by law. Furthermore, subject to applicable law, at any time we may (i) terminate your use of any Student ID in connection with a Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Student IDs in connection with a Wallet, (iii) change a Student IDs' eligibility for use with a Wallet and/or (iv) change the Student ID authentication process. You cannot change these terms, but you can terminate these Terms at any time by removing your Student ID from the Wallet. You may not assign these Terms.
11. Privacy. You agree that we may share your information with the Wallet provider, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your Student ID transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider.
12. Notices. We can provide notices to you concerning these Terms and your use of a Student ID in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you.
13. Limitation of Liability; No Warranties. WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A STUDENT ID TO A WALLET, OR YOUR ACCESS OR USE OF A WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WALLETS.
14. Questions. Contact information: See information on Page 1, Action Card Business Office Information

Action Card Accounts

The cardholder agrees to use and maintain the University issued Action Card credential(s) to access their Action Card account(s) funds for payment of services at authorized locations. The Action Card cardholder is responsible for all authorized transactions. This will include transactions where communications were down and the transaction completed once communications were re-established.

There are no daily dollar and/or usage limits on Action Card debit card transactions as long as the cardholder does not exceed the funds available in the cardholder's Action Card debit account.

1. Dining Dollars: All undergraduate students enrolled in 9 credit hours or more on campus, for the first time since Summer term 1996, will participate in the Dining Dollars program. The Dining Dollars fee of \$350 is charged to the student account automatically when the 9 credit hour criteria is met in the Fall and Spring semesters. A \$100 Dining Dollars fee is also charged during the Summer semester when undergraduate students are enrolled in 5 credit hours or more.
 - a. Dining Dollars funds are accessed by the student's Action Card credential(s). Dining Dollars funds will automatically download to the student's Action Card Dining Dollars debit account, and become available for purchases at authorized participating locations (see below), based on the following criteria:
 - i. University's semester import start date;
 - ii. Student is enrolled for the current semester;
 - iii. Student meets eligibility requirements listed above;
 - iv. Student account is financially cleared at Student Account Services.

For eligible students who financially clear at Student Account Services after the semester import start date, Dining Dollars funds will be automatically credited to the student's Dining Dollars account at the next regularly scheduled import. Imports are scheduled 3 times daily. Funds are available immediately upon import to the student's Action Card account.

- b. Participating locations include: All Bama Dining locations, Smoothie King in the UA campus Student Recreation Center, select campus vending and snack machines and 2 off campus Tuscaloosa, AL merchants: Domino's Pizza and Buffalo Phil's Wings <http://bamadining.ua.edu/dining-dollars/>
- c. Dining Dollars Fall semester balances carryover to the Spring term.
- d. Additional funds cannot be added to Dining Dollars accounts. See Bama Cash section below for information on the voluntary Action Card debit account deposit option.
- e. For student's Action Card accounts, where the student has both Dining Dollars and Bama Cash accounts, at any authorized Dining Dollars locations (1b above), the Action Card system will first attempt to use Dining Dollars funds for payment. If cardholder has insufficient Dining Dollars funds for the purchase, the Action Card system will then attempt to use Bama Cash funds for payment. Should both accounts have insufficient funds for the payment, the transaction will be denied by the Action Card reader.
- f. Any purchases made with the cardholder's Action Card, at on and off-campus participating authorized locations, will automatically be deducted from the cardholder's Action Card debit account at the time of purchase. Should there be a delay in transmittal of the transaction payment funds, those funds will be

- c. Bama Cash funds are immediately available on the cardholder's Action Card credential(s) upon successful completion of the deposit transaction.
 - d. Any purchases made with the cardholder's Action Card credential, at on and off-campus participating authorized locations, will automatically be deducted for the cardholder's Action Card debit account at the time of purchase. Should there be a delay in transmittal of the transaction payment funds, those funds will be deducted immediately upon receipt of resumption of connectivity between the Action Card reader and the Action Card system.
 - i. Should the cardholder's account contain insufficient funds, the cardholder will be notified to deposit funds to cover such transactions within 5 business days or, for currently enrolled students, the total due will be added to the cardholder's account at Student Account Services for billing and collection while, for non-enrolled students, the charges will be sent to the University's collection department.
 - e. For student's Action Card accounts, where the student has both Dining Dollars and Bama Cash accounts, at any authorized Dining Dollars locations (1b above), the Action Card system will first attempt to use Dining Dollars funds for payment. If cardholder has insufficient Dining Dollars funds for the purchase, the Action Card system will then attempt to use Bama Cash funds for payment. Should both accounts have insufficient funds for the payment, the transaction will be denied by the Action Card reader.
3. Action Card Student Debit Account Refund Policy: Fall balances in Dining Dollars carry over to the Spring semester. Any unspent funds remaining in Dining Dollars after Spring semester will be transferred to the cardholder's Bama Cash account. Any unspent funds remaining in Dining Dollars after Summer semester will be transferred to the cardholder's Bama Cash account. Students who do not wish to use Bama Cash can request that the unspent balance be credited to their student account at Student Account Services. Requests for credit from cardholders of unspent Bama Cash account funds will be accepted after April 15th and processed only after the last day of published final examinations for the Spring semester if the cardholder was enrolled in the Spring semester. If the cardholder was enrolled for Fall semester only, requests for credit will be accepted after December 1 and processed after the last day to late register for the Spring semester or after the cardholder graduates, officially withdraws, is administratively withdrawn, suspended or leaves the University. Proof of withdrawal, graduation, administrative withdrawal, or suspension is required prior to processing a request for credit at any time in the term other than the end of Spring semester. Credits on Action Card accounts for Dining Dollars and Bama Cash are processed when the account balance is \$1 or more and a written request for credit is submitted. **When a request is received, any unspent funds are forwarded to The Office of Student Account Services and credited against any outstanding amounts on the cardholder's account. You may then contact the Office of Student Account Services for further details on how to receive your refund.**
- a. Dining Dollars and Bama Cash Credit Request Form can be found at <http://actcard.ua.edu/creditrequestform/>
 - b. Refunds are not effective until approved by the University.
4. Action Card Non-Student Debit Account Refund Policy: Refund requests should be made in writing or emailed to the Action Card Office actioncard@fa.ua.edu. Once approved, a refund check will be issued to the cardholder's last known address. No cash refunds will be authorized.
5. Inactive Action Card Debit Card Accounts: For cardholder debit accounts, in which no written request for refund has been received by the appropriate University office(s), and which remain inactive for one year will be charged

an annual fee of \$25. Debit account activity will be reviewed annually, and the account fee assessed each year by June 30, where appropriate.

Meal Plan Accounts on the Action Card

University purchased Meal Plans will be accessed by students, faculty, staff and applicable special programs, by presenting the Action Card credential(s) at campus Meal Plan Dining Hall facilities to verify the cardholder has an active Meal Plan count and deduct the appropriate Meal Plan Count from the Meal Plan.

Student Meal Plans: For student purchased Meal Plans for a term, the appropriate Meal Plan counts purchased will automatically download to the student's Action Card credential(s), and become available for Meal Plan purchases at campus Meal Plan locations <http://bamadining.ua.edu/meal-plan-locations/> based on the following criteria:

- University's semester import start date;
- Student is enrolled for the current semester;
- Student meets eligibility requirements listed above;
- Student account is financially cleared at Student Account Services.

For eligible students who financially clear at Student Account Services after the semester import start date, Meal Plan counts will be automatically credited to the student's Action Card credential(s) at the next regularly scheduled import. Imports are scheduled 3 times daily. Meal Plan counts are available for the semester based on the Meal Plan facility semester opening dates and upon import to the student's Action Card account. Student meal plans contracts are for the Fall and Spring semesters with billing by semester on the student's account at Student Account Services. Summer is a separate contract purchase period. For Dining Meal Plan transactions, the pre-established usage limit is the maximum of the semester Meal Plan type purchased by the cardholder.

1. Meal Plan Terms & Conditions can be found at <http://bamadining.ua.edu/terms-conditions/>
2. Hours of Operation can be found at <http://bamadining.ua.edu/hours-operation/>
3. Freshman Dining Program <http://bamadining.ua.edu/freshman-dining-program/>
<http://bamadining.ua.edu/wp-content/uploads/sites/5/2013/07/Freshman-Dining-Program-Exemption-Request.pdf>
4. Greek Alternative Meal Plan Program <http://bamadining.ua.edu/fraternity-sorority/>
5. Upperclassmen and Commuter Meal Plans <http://bamadining.ua.edu/meal-plans-upperclassmen/>
6. Athletic Meal Plans <http://bamadining.ua.edu/athletic-meal-plans/>
7. Graduate Student Meal Plans <http://bamadining.ua.edu/graduate/>

Faculty and Staff Meal Plans: Faculty and Staff Meal Plan information can be found at <http://bamadining.ua.edu/faculty-staff-plans/>. Faculty and staff Meal Plan Terms and Conditions can be found at <http://bamadining.ua.edu/faculty-staff-plans/>

1. Faculty and Staff Meal Plans are ordered online http://ua.campusdish.com/Commerce/Catalog/ShopSubCategory.aspx?category=Faculty_and_Staff_7448&lid=7448&root=Meal_Plan with full payment due at that time.
2. Bama Dining will add purchased Faculty Staff Meal Plans to the cardholders Action Card to access the Meal Plan
3. Faculty and Staff Meal Plans locations can be found at <http://bamadining.ua.edu/meal-plan-locations/> and hours of operation can be found at <http://bamadining.ua.edu/hours-operation/>

Notification and Replacement Procedures for Lost/Stolen Card or Unauthorized Card Use

Call the Action Card Office IMMEDIATELY at (205) 348.2288 or 800 474.2288 to report lost or stolen credentials or unauthorized usage. For mobile credentials information on online services are available at <http://actcard.ua.edu/> Do not wait to report your credential(s) lost or stolen. After business hours and holidays should you opt to call, you will be directed to contact the University's Department of Public Safety at (205) 348.5454. Upon notice of a lost or stolen credential(s), that specific cardholder Action Card credential(s) will be deactivated and will not function at any Action Card reader. Once a credential has been deactivated but found at a later time, that credential can only be activated for a physical card if a replacement card has not been produced. To reactivate a physical Action Card credential, the cardholder must come in person to the Action Card Office during business hours and the cardholder should bring an official photo ID with them. For mobile card services, the cardholder can reactive through online services using multi-factor authentication or in person with ID at the Action Card Office during business hours.

Replacement physical Action Cards can be obtained during business hours at the Action Card Office and are only available to cardholders with an active University status. A \$35 replacement card fee will be charged by the University. For cardholders with current term student accounts at Student Account Services, the fee is billed to their student account. For all other cardholders, the \$35 fee must be paid at the time of the replacement card issuance. Accepted forms of payment are cash and check, plus debit cards and credit cards (Visa, MasterCard, Discover, American Express and Apple Pay) and Bama Cash.

Temporary cards are available to students, faculty and staff with active University status, and allow you access to your card services, events and facilities, including debit accounts, for one week from issuance to allow you time to locate your Action Card. Off campus Action Card debit account merchants may opt to not accept temporary cards or require additional forms of ID. Cardholders are requested to bring their driver's license, or another form of ID, when requesting temporary Action Cards. Cardholders with no picture ID available will be verified against their picture in the Action Card's production system. Issuance of a temporary Action Card to a cardholder is at the discretion of the University based on the ability to verify identity and current University status. On Gameday, the Action Card Office will be open for replacement cards three hours prior to kick-off and will remain open until the beginning of halftime. Temporary cards cannot be used for UA Football Gameday entrance, any other UA Athletic event or UA recreational facilities.

Temporary cards are issued at the Action Card Office during business hours or, after hours or holidays, by the University Department of Public Safety located at 1110 Jackson Avenue, (205) 348.5454 and are valid for 7 days from issuance. Temporary cards must be returned within 2 weeks from issuance (card is only valid for use for 7 days from issuance) or a \$10 fee will be assessed the cardholder. For currently enrolled students, the fee will be billed to the student's account at Student Account Services. For all other cardholder's, should the temporary card not be returned, the fee will be assessed at the time the replacement Action Card is produced (along with the \$35 card replacement fee).

Action Card Cardholder's Liability for Unauthorized Purchases

If cardholder believes their Action Card credential(s) has been lost or stolen, cardholder must report at once such loss or theft as noted under Notification and Replacement Procedures for Lost/Stolen Card or Unauthorized Card Use. Failure to notify the appropriate University authorities may result in cardholder losing all funds in cardholder's debit account.

With notification within 2 business days of cardholder learning of the lost or theft of their Action Card, the cardholder can lose no more than \$50 if someone used the Action Card without cardholder's permission.

Should cardholder not report the loss or theft within 2 business days of learning of such loss or theft, and the University can prove it could have stopped someone from using cardholder's Action Card credential(s) without permission, cardholder's liability for unauthorized purchases shall not exceed \$500.

Should cardholder not report the loss or theft within 60 days of learning of such loss or theft, and the University can prove it could have stopped someone from using cardholder's Action Card credential(s) without permission, cardholder's liability for unauthorized purchases may have no dollar limit.

For transaction inquiries by phone, the cardholder may be required to submit the information in writing within 10 business days to the Action Card Office. The results of the Action Card investigation will be provided to the cardholder within 10 days after the written submittal is received by the Action Card Office and, if applicable, correct any errors. If additional time is necessary, we may take up to 45 days from receipt of the written inquiry to investigate the inquiry. If this is the case, we will recredit the cardholder's account within the 10 days of receipt of the written inquiry. If the University determines there was no error, a written explanation from the Action Card Office will be emailed to the cardholder within 3 business days after the investigation is completed. The cardholder may request copies of the documents used in the investigation.

Error Resolution Procedures

Cardholder can access Action Card debit account transaction history online at MyAccounts <http://actcard.ua.edu/> Should cardholder believe there is a discrepancy with a transaction or a receipt or would like more information regarding a transaction, contact the Action Card Office immediately but no later than sixty (60) days after the transaction has posted to the cardholder's MyAccount transaction history. The following information should be included in the request:

- Cardholder name and student number
- Description of the transaction(s) in question including merchant name, date, time and amount
- Reason for the inquiry on the transaction

See above **Action Card Cardholder's Liability for Unauthorized Purchases** for important additional details.

Disclosure of Information to Third Parties

The University may disclose information to third parties about the cardholder's account or the transfer made: (a) in order to comply with court orders or other applicable laws; (b) if the cardholder gives written permission; (c) where it is necessary for completing transactions; (d) in order to verify the existence and condition of cardholder's account for a third party; or (e) where required by law.

Documentation of Transfers

If the point-of-sale terminal is equipped to provide a receipt, the cardholder will receive a receipt at the time of the purchase. The cardholder can access their Action Card debit account transaction online at MyAccounts <http://actcard.ua.edu/> for both attended and unattended reader's locations. Authorized merchant locations may require a signature for an Action Card debit account transaction. Balances listed under MyAccounts may not reflect any outstanding account activity where communications are temporarily unavailable.

If the University does not complete a transfer to or from the cardholder's debit account within a reasonable period of time or in the correct amount according to the University's agreement with the cardholder, the University may be liable to the cardholder, to the extent permitted by Alabama law, for all damages proximately cause thereby. However, in no event shall the University be liable to cardholder: (a) if, through no fault of the University's, there are insufficient funds in cardholder's account to complete the transfer or purchase; (b) if circumstances beyond the University's control such as fire, flood, power outage, other catastrophes, legal acts of public authorities, strikes, riots, or communications, equipment, or mechanical difficulties or failures which could not be reasonably foreseen prevent completion of the transfer or purchase, despite reasonable precautions which the University has or might have taken; (c) if, through no fault of the University, there is a delay in transferring data from one University computer system to the Action Card computer system; (d) if the Action Card reader was not working properly and cardholder knew about the malfunction when cardholder started the transfer or purchase; (e) cardholder's funds are subject to legal process or other encumbrance restricting such transfer; or (f) any other published exceptions. Alabama law will apply to any claim made against the University relating to, connected with, or arising from these terms and conditions or the use, attempted use, or possession of the Action Card. Further, any claim for losses or damages may only be filed with the State of Alabama Board of Adjustment. Nothing contained herein shall be deemed or construed as a waiver of the sovereign immunity of the Board of Trustees of the University of Alabama.

Should the cardholder's account contain insufficient funds, the cardholder will be immediately notified to deposit funds to cover such transaction(s) as soon as possible after the system is brought on-line and the transaction(s) downloaded to the cardholder's debit account. Should the cardholder not deposit the necessary funds within (5) business days, the cardholder agrees that the total due for all such transactions may be added to the cardholder's student account at Student Account Services for billing and collection.

Amendment of Terms and Conditions

The University reserves the right to amend the Action Card terms and conditions from time to time and make reasonable changes to the procedures for card use, which will supersede the terms and conditions in effect at the time of card activation. Changes can be found at: <http://actcard.ua.edu/policies-and-fees/>