

Exhibit A

CrimsonCard Terms and Conditions

The CrimsonCard Photo ID (“Card”) is issued by Indiana University (“University”) to its students and employees, and others associated with Indiana University, to verify their identity and manage access to University services and facilities.

The Card also functions as a stored value card, and is associated with an account, the “CrimsonAccount – CrimsonCash.”

For University benefits-eligible employees, at their option, the Card provides a payroll advance function associated with an account, the “CrimsonAccount – Payroll Advance.” Collectively, the CrimsonAccount – CrimsonCash, and the CrimsonAccount – Payroll Advance are referenced in this agreement (“Agreement”) as the “CrimsonAccounts.”

This Agreement is entered into between University and each student, employee, or other individual issued a Card (each, “Cardholder”).

In exchange for being issued a Card, Cardholder agrees to abide by the *Official University Identification Card Policy* (available on the University Policies website at <http://policies.iu.edu>) (the “Policy”) and to the following terms and conditions:

Terms and Conditions

Cardholder understands and agrees that University may update this Agreement and these terms and conditions from time-to-time. University shall make the current version of this Agreement and these terms and conditions available to Cardholders at the CrimsonCard offices on each campus and on the CrimsonCard website (“Website”) at <https://crimsoncard.iu.edu>. Changes to this Agreement and these terms and conditions will apply to all Cardholders and CrimsonAccounts and supersede any conflicting terms and conditions in effect when Cardholder was issued the Card. University will communicate any changes to these terms and conditions that the University deems significant to Cardholder’s University email account.

Use and Ownership

Cardholder understands and agrees that the Card is the property of University. Cardholder shall not permit anyone else to use the Card issued to Cardholder or the associated CrimsonAccounts for any reason.

Cardholder will use funds loaded onto or advanced to the CrimsonAccounts primarily to pay for goods and services on campus and incidentally to pay for goods or services off campus at University-approved merchant locations listed on the Website. Cardholder cannot use the CrimsonAccounts for cash advances or cash withdrawals and cannot receive a refund in cash on returns of purchases made using the Card. The CrimsonAccounts are not intended to be used as a banking service, and no interest will be paid on account balances maintained in the CrimsonAccounts.

Cardholder may obtain account balance and transaction history through the Website or by request at a CrimsonCard office.

Participating merchants that accept the Card as payment may require additional identification to ensure that the person using the Card is the specific Cardholder, and may require Cardholder to sign a receipt as evidence that Cardholder agrees to pay the charged amount for the goods or services.

The Card may NOT be used for purchasing alcoholic beverages, tobacco products, e-cigarettes, lottery tickets, gift cards, money orders or travelers' checks.

Damaged, Lost, Stolen, Misused or Expired Cards

Cardholder is responsible for care and protection of the Card. If the magnetic stripe, or any of the technology contained in or on the card, is damaged and becomes unreadable by any Card reader or terminal, Cardholder is required to obtain a replacement of the Card at Cardholder's expense (See '[Schedule of Fees](#)').

If the Card is lost or stolen, Cardholder agrees to call CrimsonCard Services promptly at (317) 274-0400 to deactivate the Card or promptly deactivate the Card on the Website. When a Card has been deactivated, Cardholder cannot use funds in the CrimsonAccounts and may not be able to use the Card for access to certain University facilities.

If Cardholder believes Cardholder's account information, such as magnetic stripe account number or barcode number is stolen, Cardholder agrees to:

- Immediately deactivate the Card;
- Contact Campus Police and file a report; and
- Contact CrimsonCard Services to report the activity.

If Cardholder misuses the Card, University may deactivate the Card or take other disciplinary action against Cardholder as set forth in the Policy.

Cardholder is responsible for any transactions that may occur between the time the Card is lost or stolen and the time the Card is deactivated. When Cardholder obtains a replacement Card, University will transfer any remaining account balances from the deactivated Card to the replacement Card.

A replacement Card fee (See '[Schedule of Fees](#)') may be charged for lost, stolen or damaged cards.

Cardholder understands and agrees that Card privileges may be revoked and the CrimsonAccounts may be deactivated if Cardholder is no longer a student of University or is no longer employed by University or affiliated with University as required by the Policy.

CrimsonAccount Options

Cardholders can add funds to two types of CrimsonAccounts. Balances cannot be transferred between accounts associated with a Cardholder or between Cardholders.

1. CrimsonAccount – CrimsonCash

- Available to all Cardholders
- Options for loading funds include:
 - Credit Card, PayPal or Check: A non-refundable funds load-processing fee (See '[Schedule of Fees](#)') is assessed when using these payment options, and will be charged for each funds load

transaction. Credit card payments may be made by the Cardholder or family and friends at any CrimsonCard office or through the Website. PayPal payments may only be made through the Website. Check payments may only be made by sending a completed check to: Financial Management Services, Poplars Building, Room 434, 400 East Seventh Street, Bloomington, IN 47405.

- Bursar Charge: This option is limited to students enrolled at University for the current Bursar term and whose Bursar account is in good standing. Student Cardholders can authorize a charge to the University Bursar account either through course registration or through the Website. Deposit limits may apply. Charges billed to the Bursar account must be paid in full by the billed due date. Non-payment of these Bursar account charges may result in restriction of access to CrimsonAccount funds and/or reversal and removal of deposited funds.
- Payroll Prepay Deduction: This option is available to University employees other than employees in a “no-pay” status. Eligible employees can add funds to the CrimsonAccount by authorizing a recurring deduction from each paycheck up to a predetermined limit (\$150 for employees paid monthly and \$75 for employees paid bi-weekly).

2. CrimsonAccount – Payroll Advance

- Available to University benefits-eligible employees
- Eligible University employees can purchase goods and services on the Card up to a predetermined limit (\$150 for employees paid monthly and \$75 for employees paid bi-weekly) via a payroll advance provided by University. Employees utilizing this option authorize University to deduct from their paycheck for the relevant period the amount of any funds advanced by the University.

University employees can opt-out of the CrimsonAccount payroll (Payroll Advance and Payroll Prepay Deduction) options at any time after signing up for these options. Any request to opt-out of the CrimsonAccount payroll (Payroll Advance or Payroll Prepay Deduction) options must be made through the Website or sent from Cardholder’s University email account.

CrimsonAccount – Payroll Advance

If Cardholder enrolls in the “Payroll Advance” option, Cardholder understands and agrees that the purchases made under this option are a payroll advance by University on wages earned by Cardholder. Any amounts advanced by University to Cardholder under this option will be deducted via payroll deduction from Cardholder’s next paycheck. Cardholder understands and agrees that the Card is not a credit card or credit account.

Cardholder is responsible for making sure that the amount of any payroll advance in a pay period does not exceed Cardholder’s take-home pay in that pay period. If, for whatever reason, the payroll advance amount exceeds Cardholder’s take-home pay in any given pay period, University will deduct the difference from Cardholder’s wages in the subsequent pay period.

In the event Cardholder opts out of the Payroll Advance option, Cardholder agrees that University may deduct any remaining amount of payroll advance from Cardholder’s next paycheck.

If Cardholder is no longer earning wages at the University, Cardholder is responsible for paying the outstanding balance within thirty (30) days of the date of Cardholder’s last paycheck. If the outstanding

balance is not paid within such thirty (30) day period, Cardholder's CrimsonAccounts will be deactivated (if not already deactivated) until the balance is paid in full. The account may also be sent to University Collections, and Cardholder is responsible for any collection fees (See ['Schedule of Fees'](#))

Funds added to the CrimsonAccount via the Payroll Prepay Deduction option or through credit card will be used before Cardholder can make purchases via payroll advance.

Error Resolution

If Cardholder believes, there is a discrepancy with respect to a CrimsonAccount transaction involving a merchant, Cardholder must immediately provide notice of the discrepancy to the relevant merchant and try to resolve the discrepancy with that merchant. If Cardholder is unable to resolve the discrepancy with the merchant on Cardholder's own or the discrepancy does not relate to a transaction with a specific merchant, Cardholder should contact CrimsonCard Services to resolve the discrepancy. University reserves the right to correct the balance on any CrimsonAccount and/or Bursar account if University determines that a clerical or accounting error has occurred.

Refunds

Refunds are issued only to Cardholder. Any request for refund of funds in a CrimsonAccount must be made through the Website by Cardholder or sent from Cardholder's University email account.

Refunds are only provided when the CrimsonAccount balance is more than \$15.00. Cardholder may request that University issue a refund as follows:

1. An employee or non-student Cardholder may request a refund be issued either (1) via check mailed to Cardholder's address of record, or (2) via electronic balance transfer to a guest card. (A guest card is a non-photo card issued by University that is accepted at University and merchant locations where Cards are accepted.) The \$15 Closed Account Fee will be deducted from the refund (See ['Schedule of Fees'](#)).
2. A student Cardholder may request a refund be issued either (1) via a credit to the Cardholder's Bursar account, or (2) via electronic balance transfer to a guest card. The \$15 Closed Account Fee will be deducted from the refund (See ['Schedule of Fees'](#)).

In the event that a student Cardholder (even if also an IU employee) has an outstanding CrimsonCard deposit balance on their Bursar account, a refund will only be issued as a credit to that Cardholder's Bursar account.

Dormant Account

If a Cardholder's CrimsonAccounts, as a group, sustain no activity for a period of eighteen (18) months or more and one or more of those accounts has a positive balance, Cardholder's CrimsonAccounts will be determined dormant and assessed a monthly dormant account fee until one of the following occurs:

- Cardholder uses a CrimsonAccount for payment.
- Funds are loaded to one of Cardholder's CrimsonAccounts.
- The balance on each of the CrimsonAccounts reaches zero (0).

- If after a period of thirty (30) months of account inactivity, a positive balance remains in one or more of the CrimsonAccounts, any such balance will be forfeited to the University.

Cardholder will be notified by email before dormant fees ([See 'Schedule of Fees'](#)) are assessed on Cardholder's CrimsonAccounts.

Schedule of Fees

- Replacement Card Fee: \$25.00
- Funds Load-Processing Fee: \$2.50
- Returned Check Fee: \$25.00
- Refund/Closed Account Fee: \$15.00
- Dormant Account Fee: \$3.00/month or account balance, whichever is less
- Collection Fees: In the event a CrimsonAccount has an outstanding balance for 30 days or more, the account may be sent to University Collections. Cardholder is responsible for any fees associated with University's attempt to collect any outstanding balance.
- Credit card or PayPal Chargeback Fees: University reserves the right to recover any chargeback fees assessed by the processor.

Disclosure of Information to Third Parties

Cardholder understands and agrees that University may disclose to third parties information about Cardholder's account or transactions, under the following circumstances:

- When necessary for completing a transaction.
- To verify the existence and condition of Cardholder's account for a third party, such as a credit bureau or merchant.
- To comply with government agency or court orders or as otherwise required by law.
- With Cardholder's written permission.

In most other circumstances, the Family Educational Rights and Privacy Act (FERPA) prohibits CrimsonCard from disclosing educational records (e.g., Card information) to third parties.

Applicable Law

This Agreement is governed by and shall be construed in accordance with the laws of the State of Indiana, without regard to choice of law rules. Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of a state or federal court in Indiana.

Contacting Us

For additional information or to report problems with a Card or CrimsonAccount, contact CrimsonCard Services at (317) 274-0400 or through the Website. Contact details, locations and office hours are also available on the Website.

About

Last Review Date: July 1, 2020

Revision: 4