

# WatCard Policies – Terms & Conditions

## Cardholder Agreement

The WatCard is governed by these terms and conditions and the University of Waterloo's policies, procedures and guidelines (available at: <https://uwaterloo.ca/secretariat-general-counsel/policies-procedures-guidelines>). Read the terms and conditions carefully, as they constitute legal obligations between you and the University of Waterloo (the "University"). The use of the words "you" and "your" denote the person named on the WatCard.

## Cardholder Consent

By accepting a WatCard and/or by use of any of the services available with the WatCard, you agree to and accept all the terms and conditions outlined in the cardholder agreement.

## Changes to the Terms

The University reserves the right to change or amend the terms and conditions of this agreement at any time. Changes to the agreement will be made available in the WatCard office and posted on the WatCard website at [uwaterloo.ca/watcard](http://uwaterloo.ca/watcard). All WatCards in circulation and use will be bound by the amended cardholder agreement. The amended cardholder agreement will supersede any cardholder agreement previously in effect.

## Use and Ownership of the WatCard

Your WatCard is and remains the property of the University of Waterloo. It may be cancelled or revoked by the University at any time and must be surrendered to the WatCard office upon request. A WatCard is the official identification card of the University of Waterloo and must be presented upon request to any University official or service provider. A WatCard is non-transferable and may only be used by the cardholder.

You are the only person entitled to use your WatCard. You may not use your WatCard for any illegal, improper or unlawful purposes, for example, but not limited to, presenting your WatCard as evidence of being a student at the University while not registered as a student. Using another person's WatCard or altering, falsifying or selling a WatCard is prohibited and subject to sanctions, pursuant to the University's policies and procedures, and may also be subject to civil or criminal proceedings.

## Freedom of Information and Protection of Privacy

The WatCard office creates and collects information under the authority of the Freedom of Information and Protections of Privacy Act ("FIPPA") for the purposes of producing the official personal identification card for the University of Waterloo and for the purpose of and those consistent with providing the services associated with the WatCard, administering University programs and activities and carrying out other University services and functions. Information gathered for these purposes will be protected and used in compliance with FIPPA.

Your digital photograph will be printed on the face of your WatCard and will be stored in the University database. All photos used for the WatCard, including those submitted by you, are the property of the University of Waterloo and may be shared with University faculties, services, staff and WatCard service providers to identify you as a student of the University of Waterloo and/or as a WatCard holder.

Your WatCard transaction history may be shared with financial institutions, credit card companies and payment processors associated with WatCard transactions, in connection with detecting, investigating and preventing fraudulent WatCard transactions and in connection with risk management and security purposes or with confirming deposits onto your WatCard.

Individuals who obtain a WatCard acknowledge and consent to the collection and use of personal information as outlined above.

## Card Security

You are responsible for safeguarding your WatCard against loss or theft, for maintaining it in proper working condition, and for keeping your online account password or PIN confidential. The University will not ask you to divulge any of your access information.

## Lost or Stolen Cards

If your WatCard is lost or stolen, you must immediately deactivate it. You can do this online ([watcard.uwaterloo.ca](http://watcard.uwaterloo.ca)), in person at the WatCard office, any Food Services outlet or the Turnkey Desk, or by calling the WatCard office at 519-888-4567, ext. 32751. You are responsible for all transactions made on your card until it is reported lost or stolen or deactivated, whether or not such use is authorized by you. An email or voicemail does not constitute proper notification for lost or stolen cards. There is a replacement fee for lost or stolen cards.

You must also report your lost or stolen WatCard to the [University Library](#), for deactivation in their system.

### **Replacement Cards**

Protect your card from damage; card readers cannot reliably read bent, cracked or damaged cards. Worn, bent or damaged cards should be returned to the WatCard office, at which time a new card will be issued. Cards damaged by normal use will be replaced free of charge, when your damaged card is surrendered at the WatCard office. Cards damaged due to a hole-punch, improper use or defacing will be subject to a replacement fee.

If the picture on your card no longer reflects your appearance, bring your WatCard to the WatCard office for a photo retake; you will need to surrender your old card to receive a free replacement. If you would like a new photo on your WatCard for any other purpose a photo retake fee will apply and you will need to surrender your old card.

### **Flex-dollar Function**

You may use your WatCard as a declining balance card where accepted, provided funds are available in your account. The WatCard office will debit your account in accordance with the transactions authorized through the use of your WatCard or as permitted under these terms. Cash withdrawals are not allowed.

Purchasing of alcoholic beverages or tobacco products with a student WatCard is strictly prohibited at any location, both on and off campus.

The University is not responsible for the refusal by any service provider to accept or honour your WatCard for whatever reason, including, but not limited to:

- Insufficient funds in your account at the time of purchase
- Equipment normally used to process the transaction is not functioning
- Your account is suspended or cancelled
- Your card has been lost or stolen

### **Statements and Account Balances**

You can access your account history and current balance information on the WatCard website at [watcard.uwaterloo.ca](http://watcard.uwaterloo.ca).

### **Disputing Card Charges**

If there are charges to your account you wish to dispute or have concerns about your general account activity, please contact the WatCard office for assistance. Disputing a charge does not necessarily guarantee that the disputed charge will be credited to your account. Charge disputes are dealt with on a case-by-case basis. You have 30 calendar days from the date of the transaction to dispute a charge to your WatCard.

Cardholders are responsible for all charges made to lost/stolen cards up to the time of loss notification to WatCard and deactivation online at [watcard.uwaterloo.ca](http://watcard.uwaterloo.ca).

### **Meal Plans**

Meal plans are administered by Food Services; details regarding terms and use can be found on the [Food Services website](http://uwaterloo.ca/food-services) at [uwaterloo.ca/food-services](http://uwaterloo.ca/food-services). Federal and Provincial tax legislation prohibits the use of tax exempt meal plan funds by individuals who are not qualified to receive these benefits. Under a meal plan, meals may only be purchased by the WatCard holder. WatCard holders purchasing more than one meal at a time will be charged appropriate taxes on the meal with the lower value. All applicable discounts will be applied before taxes. For each transaction, the cashier will examine the WatCard photo to ensure the person making the purchase is the WatCard holder. In cases where the cashier suspects the purchaser is someone other than the proper cardholder, the cashier must keep the WatCard and prevent its use. The WatCard will be forwarded to the WatCard office, where it can be picked up by the proper cardholder. Fraudulent use of WatCard funds to purchase food for other people may result in loss of all discount and tax exempt privileges. Meal plans are non-transferable.

### **Refunds and Account Deactivation**

Refunds from student WatCard account balances will only be issued to those intending to close their accounts for the following reasons: withdrawal from the University, graduation, or termination of affiliation with the University. Only the full balance will be refunded. Refunds are subject to an administrative service charge. All refunds are processed through Student Accounts and the balance refunded will be net against any other monies owing to the University. Refunds will be issued in the form of a domestic cheque or international money transfer – cash refunds are not available. To request a refund, visit the WatCard office and complete a Refund Request form.

If your WatCard account has no activity for a period of two (2) years, the same will be deactivated by the University and any balance of funds will become property of the University of Waterloo and will revert to the WatCard office.

### **Currency**

All WatCard accounts are in Canadian dollars (CAD). All deposits to WatCard accounts will be in Canadian dollars.

### Ontario Law

These terms and conditions shall be exclusively construed and governed in all respects by the laws in force in the Province of Ontario. Furthermore, the user agrees that if any action should be instituted, such action shall be instituted in a court of the Province of Ontario.

### Disclaimer

WatCards are the property of the University of Waterloo. They must be presented to University officials upon request. Cards are non-transferable and may only be used by the cardholder. Unauthorized use, alteration, or duplication for fraudulent use warrants confiscation and/or disciplinary action. Cards become invalid upon termination of affiliation with the University and must be surrendered upon request.

### Service Charges (as of Jan 2, 2020)

Fee	Description	Amount
Off-campus transaction fee	Fee applies to any transaction over \$5 at a non-uWaterloo vendor.	\$0.50
Card update fee: Lost/Stolen Card	Fee applies to any replacement card, when the previously issued card is not surrendered.	\$30
Card update fee: Defaced Card	Fee applies to any replacement card, when the previously issued card has been willfully damaged by improper use (ie. hole punched). Previously issued card must be surrendered.	\$30
Card update fee: Photo Retake	Fee applies to any replacement card when the card holder requests a new photo. Previously issued card must be surrendered. Fee may be waived at our discretion.	\$20
Card update fee: Status Change	When a cardholder's status at the University changes, such as Undergraduate to Graduate or Student to Alumni, or if a student changes faculties. Previously issued card must be surrendered. *	Free
Guest Card Fee	Fee applies to any card issued for a guest account.	\$10.00
Account Closure/Refund Fee	Fee assessed to close an account and process the refund.	\$25.00