



Application Form and Contract

OFFICE USE ONLY

VERIFICATION: _____
PROCESSED BY: _____

You must present a valid State ID or Passport .

Last Name: _____ First Name: _____ MI: _____

MaineStreet Student ID: _____ Date of Birth: ____/____/____

Select One

- First Card
- Replacement Card

Classification

- Student/Undergraduate/Graduate
- Faculty/Staff
- Other: _____

MaineCard Eligibility

Eligible MaineCard cardholders are part-time and full-time students and employees (referred to in this contract as cardholders). Student status is determined from the University's Student Information System. Employee status is determined from the University's Human Resources (HR) System of the Orono Campus. University of Maine System employees located on the Orono campus are eligible.

MaineCard Services Contact Information and Notification

The MaineCard and all its services, including the debit account, are managed by the University through MaineCard Services, a unit of Auxiliary Services. Notice of lost or stolen cards need to be reported to MaineCard Services during business days at 1.207.581.CARD, or online at umaine.edu/mainecard. Cardholder liability for unauthorized fund transfers due to lost or stolen cards is described in the Black Bear Bucks Terms and Conditions on the back of this application.

University Business days

The University business days are Monday through Friday from 7:30 a.m. – 4:00 p.m., excluding holidays.

Cardholder Privileges

All Cardholder privileges on the cardholder's MaineCard are assigned according to the rules of the department authorizing the privilege. Visit umaine.edu/mainecard for more information.

Replacement Cards

There is a \$20.00 replacement fee for lost, stolen, or damaged cards outside of normal wear and tear. Once a **MaineCard** is declared lost it can NOT be re-instated.

I hereby acknowledge that I have read and agree to the Black Bear Bucks Terms and Conditions on the back of this application, agree to receive any notices electronically, and am activating the Black Bear Bucks debit account on my **MaineCard**:
Cardholder Initials _____

I hereby acknowledge that I have read the MaineCard Application Form and understand that replacement charges will be billed to my student account (unless paid in full at time of issuance) and that it is non-refundable. I further understand that if I find any previously issued **MaineCard**, I will return it to **MaineCard** Services or the Student Service Center, as the **MaineCard** is the property of The University of Maine.

Signature: _____

Date: _____

Black Bear Bucks Terms and Conditions

1. The Black Bear Bucks account is a pre-deposited debit funds account to be accessed by the Cardholder for the purchase of products and services at the University of Maine and surrounding merchants. This Account will be administered by MaineCard Services, a unit of the University of Maine Auxiliary Services located on-campus at 5734 Hilltop Commons, Suite 104, Orono, ME 04469-5734; 207.581.CARD; Fax 207.581.4715. All fees and other charges are subject to change. Further information and the most current Black Bear Bucks Account Terms and Conditions are located at umaine.edu/mainecard.

2. No one but the Cardholder is authorized to make purchases using a Black Bear Bucks account. By accepting and using the MaineCard, the Cardholder agrees to abide by the rules and regulations that pertain to use of the card. Future changes in terms and conditions regulating the use of the MaineCard will apply to all cards and use and will supersede the terms and conditions in effect at the time the card was acquired. Changes to the most current version of this agreement are posted at umaine.edu/mainecard. Cardholders will be electronically notified via the e-mail address of record. It is the Cardholder's responsibility to keep all account information current and Cardholders must inform the applicable data administrator of the Registrar's Office (for student cardholders) or the Office of Human Resources (for employee cardholders) of any address or other changes.

It is the responsibility of the individual to be informed of and to observe all regulation and procedures regarding the Black Bear Bucks agreement. In no case will a regulation be waived or an exception granted because an individual claims ignorance of the regulation. All questions concerning fees and refunds should be directed to MaineCard Services, but claim of verbal misinformation is not grounds for a regulation waiver.

3. Although there is no daily limit to the number of purchases that may be made and debited from a Cardholder's Black Bear Bucks account, total debits and charges may not exceed the amount of deposited funds. Black Bear Bucks accounts will not accrue interest nor may they be used as a credit card or for an advancement of cash. Pre-authorized transactions will not be permitted.

Future Black Bear Bucks deposits may be automatically credited to the Cardholder's account when deposits are made in person and during business hours at the Student Service Center via cash, check, or credit card. In addition, deposits may be made on-line via credit card at the MaineCard On-line Card Office, umaine.edu/mainecard, or via cash at any Value Transfer Station (VTS) location.

A fee of \$25.00 will be assessed for all returned checks and the Cardholder's account will be deactivated until the Cardholder deposits funds sufficient to cover both this fee and the amount of the intended deposit. The University of Maine reserves the right to place an individual on "Cash Only" status for issuing a check to the University that is not honored upon presentation to the bank. If sufficient funds are not deposited into the account within ten (10) days of notification to the cardholder of non-sufficient funds, the University will take all appropriate collection action including, but not limited to, placing a "hold" on the Cardholder's University record for the fee(s) and/or turning the matter over to a collection agency.

Upon request, the cardholder has the right to receive a receipt for any Black Bear Bucks transaction, wherever accepted.

4. Black Bear Bucks refunds are only permitted upon the following occurrences: University suspension, expulsion, graduation, withdrawal as a student, termination of University employment, or other release from the University. MaineCard Services requires that the Cardholder provide documentation supporting the basis for a refund request plus a MaineCard ID before refunds will be processed to the Cardholder.

Black Bear Bucks refunds may be processed (1) in person at the Student Service Center; or (2) by mailing a notarized request together with copies of the above-referenced supporting documentation. Refund Checks are issued (for student cardholders) through the Bursar's Office after the refund has been posted to the student account, or (for employees) through MaineCard Services.

Merchandise returns at most Black Bear Bucks retailers may be accepted for refund in accordance with the refund policy in effect at the place of purchase. If refunds are provided, refunds will be credited to the Cardholder's account. No cash refunds will be made for any purchase made with the MaineCard.

The Cardholder's account will be closed by the University if one of the following occurs:

- Twelve (12) months after the Cardholder ceases to be an active/enrolled student of the University by either graduating, withdrawing, or if the student is suspended or expelled from the University.
- Within 12 months after the Cardholder ceases to be an employee of the University for any reason.
- If the Cardholder alters, falsifies the MaineCard, produces or distributes false IDs, or uses duplicate copies of the MaineCard for University benefits or discounts.

If the Black Bear Bucks account has been inactive (i.e. not used) for twelve (12) consecutive months.

5. If the Cardholder who is eligible for a refund under the terms and conditions of this Agreement has an inactive Black Bear Bucks account (twelve (12) consecutive months during which a Cardholder's Black Bear Bucks account has not been used), then the Black Bear Bucks account balance shall become subject to an annual Maintenance Fee of Twenty Five Dollars (\$25.00), or the remaining balance of the Black Bear Bucks account, whichever is less. In such event, MaineCard Services will notify the Cardholder that his/her Black Bear Bucks account has become inactive and will be assessed a Maintenance Fee. MaineCard Services will give a Cardholder thirty (30) days notice prior to imposing a Maintenance Fee.

During this time, the Cardholder will have these thirty (30) days to request a refund from MaineCard Services. If the Cardholder fails to respond to the thirty (30) day notice, MaineCard Services will assess the annual Maintenance Fee. If, under section 1953-1-O of the State of Maine Unclaimed Property Act, after three (3) years of annual Maintenance Fees a balance of the Cardholder's Black Bear Bucks account remains, any balance remaining after will be remitted to the State of Maine Revenue's Property Tax Division as State Unclaimed Property.

6. To prevent unauthorized use of lost or stolen MaineCards, Cardholders should immediately report the lost or stolen card to MaineCard Services at 207.581.CARD, or in person at the Student Service Center to insure proper deactivation. After business hours, Cardholders should report lost or stolen cards to the Campus Police at 207.581.4040 or on-line at umaine.edu/mainecard. If a Cardholder informs the University of a lost or stolen MaineCard within two (2) business days (Monday through Friday except for legal and University Holidays), the Cardholder will lose no more than Fifty Dollars (\$50.00) if someone has used the Cardholder's Black Bear Bucks account without the Cardholder's permission. However, if a Cardholder does not inform the University of a lost or stolen MaineCard within two (2) business days after the Cardholder has learned of the loss or theft of the MaineCard, and MaineCard Services can prove it could have stopped someone from using the Black Bear Bucks account without the Cardholder's permission if MaineCard Services had been informed by the Cardholder of the lost or stolen MaineCard, the Cardholder could lose as much as Five Hundred Dollars (\$500.00). Cardholders should return to the Student Service Center to receive a new card. Cardholders are subject to paying a replacement fee for the card.

7. Cardholders with active Black Bear Bucks accounts will electronically receive, via the e-mail address of record, a Black Bear Bucks account activity statement. However, at any time a Cardholder may request an activity statement in person, or in writing from MaineCard Services. If the request is made in writing, the Cardholder must present documentation of proof as to his or her identity. For immediate fund balance inquiries, the Cardholder may access the information on-line at umaine.edu/mainecard (MaineCard On-line Card Office), at any VTS location, or at any Dining Services Cashier.

The Cardholder must inform MaineCard Services within sixty (60) days as to any error in his or her Black Bear Bucks statement. If the Cardholder would like more information about a specific transaction, the Cardholder should contact MaineCard Services in person or in writing as to the specifics of the inquiry. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

If the Black Bear Bucks statement shows transfers that the Cardholder did not make, the Cardholder should immediately report the non-authorized purchases. If the Cardholder does not report the error in his/her Black Bear Bucks statement within sixty (60) days after the statement was mailed, electronically sent, or posted for review by the Cardholder, the Cardholder may not get back any money he/she has lost after the sixty (60) days and before notice to MaineCard Services, if MaineCard Services can prove that it could have stopped someone from taking the money if the Cardholder had advised the MaineCard Services in a timely manner. However, if there is a good reason (i.e., long trip or hospital stay) which kept the Cardholder from informing MaineCard Services, MaineCard Services will extend the time periods.

8. MaineCard Services will investigate all claims of Black Bear Bucks account errors and will provide a written response to the Cardholder within ten (10) business days of receipt of notice of claim. If we need time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 3 business days after completing our investigation. If an error is found, MaineCard Services will make the necessary adjustments to the account; if no error is found, MaineCard Services will provide the Cardholder with a written explanation. The Cardholder may request copies of the documents used to conduct the investigation.

9. Information about the Cardholder's account will be disclosed to third parties only for the following reasons; in order to complete a transaction; in order to comply with a government agency or court order or subpoena; in conjunction with all other cardholder accounts in the aggregate but not specific in regard to any individual's account for collection activities; or with the Cardholder's written permission.

10. This Black Bear Bucks account is non-transferable. Possession of the MaineCard is a privilege. Ownership of the ID remains with the University upon separation. Misuse of the MaineCard warrants its confiscation by the University and/or disciplinary action as deemed appropriate by the University.

11. If the University does not complete a transfer to or from a Cardholder's account on time or in the correct amount according to the Black Bear Bucks Terms and Conditions, the University will be liable for the Cardholder's losses or damages. However, there are some exceptions. The University will not be liable, for instance: (1) If, through no fault of the University, the Cardholder does not have enough money in the account to make the transfer. (2) If the terminal or system was not working properly and the Cardholder knew about the breakdown when he or she started the transfer. (3) If circumstances beyond the University's control (such as fire or flood) prevent the transfer, despite reasonable precautions that the University has taken. (4) Any other exception identified in the Black Bear Bucks Terms and Conditions.