

Gopher Gold™ Account Holder Terms and Conditions

Overview

By using the Gopher Gold Program, you agree to be bound by the following Terms and Conditions. The Gopher Gold Program is an online, prepaid debit account used for purchases at participating locations using the U Card or a Gopher Gold card issued by the U Card Office. Gopher Gold is a trademark and program of the Regents of the University of Minnesota (the "University"), through its U Card Office.

The Gopher Gold Account is administered by the U Card Office located in Room G22, Coffman Memorial Union, 300 Washington Avenue SE, Minneapolis, MN 55455.

- Gopher Gold funds are nontransferable except as set out in these Terms and Conditions.
- Gopher Gold funds are not refundable except when the account is closed, as set out in Section IX.
- Inactive accounts with a positive balance will remain open and are subject to the charges set out in Section VIII.
- Interest will not accrue on account balances.
- Gopher Gold funds cannot be used for the purchase of alcohol, illicit drug paraphernalia, tobacco, pornography, funding of gambling, weapons or any illegal purpose.

I. Card Type for use with Gopher Gold Program

In most cases, the U Card will act as the access card to the Gopher Gold Program. Participants in summer programs and conferences will be issued a summer program card that may be used to access their account.

Others may purchase a Gopher Gold card at select campus Value Ports, which can be found online at www.umn.edu/ucard/umtc08/umtc/MyUcard/vluprtlocations.html or they can be purchased from the U Card Office in room G22 of Coffman Memorial Union.

Departments should contact the U Card Office to obtain departmental Gopher Gold cards for department-paid purchases. Departmental Gopher Gold cards will operate on a credit basis and charges will be billed to the department on a monthly basis using the University's financial systems.

II. Cardholder Deposits

The Gopher Gold Account can be used to transact business after an individual makes an initial deposit. Additional funds of any whole dollar amount may be deposited at any time up to a maximum account balance of \$1,000. A Gopher Gold Deposit Form is required for all in-person and mail-in deposits to the U Card Office. Copies of the Gopher Gold Deposit Form can be downloaded from www.gophergold.umn.edu or obtained from the U Card Office.

Deposits can be made:

- A minimum deposit of \$10 can be made online at www.gophergold.umn.edu using a Visa, MasterCard, Discover or American Express branded credit or debit card.
- In person at the U Card Office, Coffman Memorial Union, Room G22, 300 Washington Avenue SE, Minneapolis, MN 55455 using cash or check. Check deposits are subject to a \$50 maximum and made payable to the University of Minnesota. The Maximum amount deposited in person may be increased during first year, transfer and graduate orientation dates only.
- By mail to the U Card Office, Attn: Gopher Gold Program, Coffman Memorial Union, Room G22, 300 Washington Avenue SE, Minneapolis, MN 55455 using a check. Check deposits are subject to a \$50 limit and made payable to the University of Minnesota.
- At a Value Port located on campus using cash. Locations of Value Ports can be found at www.umn.edu/ucard/umtc08/umtc/MyUcard/vluprtlocations.html.

Any deposit that is deemed by the U Card Office as fraudulent or made with stolen credit or debit cards is cause for immediate termination of your Gopher GOLD account. In addition the U Card Office will notify the University of Minnesota Police Department and there may be grounds for a more substantive investigation into your Gopher GOLD account. Any funds identified as deposited from stolen or fraudulent credit or debit cards will be reversed back to the credit or debit card account. In the case where it is not possible to reverse the deposit, as in a case of a closed account, the U Card Office will work with authorities to notify the cardholder and return the funds. In the case where the funds are non-returnable, the U Card Office will hold the funds pending proof of ownership. During the holding period, the funds will be treated as an Inactive Account under Section VIII.

III. Deposits by Others

To comply with federal and state privacy regulations, account balances and activity will be available only to the cardholder.

- Parents or others may add funds to an account in the same manner as the account holder.
- Checks can be sent to the U Card Office. Checks must be accompanied by the Gopher Gold Deposit Form found online at www.gophergold.umn.edu or obtained from the U Card Office. Check deposits are subject to a \$50 maximum and made payable to the University of Minnesota.

IV. Transactions

You may use your card to:

- Make deposits to your Gopher Gold Account online and at Value Port machines. The Value Port locations can be found at www.gophergold.umn.edu.
- Pay for goods and services at merchants that have agreed to accept Gopher Gold value as a form of payment. Some services may not be available at all locations.

There are no limitations on the number of transactions you may make in a 24-hour period, as long as you have a positive balance in the account.

The maximum account balance is \$1,000.

Payment transactions that exceed the amount of your Gopher Gold Account balance will be denied.

V. Receipts and Statements

You will be provided a receipt at the time any transaction is made with your Gopher Gold Account at attended point-of-sale terminals.

Receipts will not be offered at Value Ports or unattended point-of-sale terminals including, but not limited to, laundry, vending, copier and computer lab terminals. Remaining account balances will be shown on the terminal after the transaction is processed. To verify transactions made at unattended point-of-sale terminals, you may check your account history online at www.gophergold.umn.edu.

You will receive notification at your University email address to view your account statement each month unless there have been no transactions during the previous month, in which case you will receive a notice to review your statement quarterly.

You are responsible for reviewing your statements for accuracy and notifying the U Card Office of any discrepancies within the guidelines set forth in Sections X and XI.

VI. Returns

Merchandise purchased using a Gopher Gold Account and subsequently returned is subject to the return policy of the merchant.

VII. Account Fees

There is a \$2.00 convenience fee for each online deposit to your Gopher Gold Account. The \$2.00 convenience fee for online deposits is used to support web deposits that can be conveniently made 24/7. The fee is added to the amount charged to your credit or debit card.

There is no minimum or average daily balance charge associated with your Gopher Gold Account.

Inactive accounts will be subject to inactive account fees as outlined in Section VIII.

There is an administrative fee to close a Gopher Gold Account as outlined in Section IX.

VIII. Inactive Accounts

An account is considered inactive if it has no activity for twelve (12) consecutive months.

- If the inactive account balance is below \$10, the funds will be paid to the University as an administrative fee.
- If an account balance is \$10 or more, a \$3 monthly fee will be assessed against the inactive account until one of the following occurs:
 - Account activity returns the account to active status.
 - The account balance falls below \$10, the funds will be paid to the University.
 - The account has been inactive for six (6) additional months (then a total of eighteen (18) consecutive months of inactivity), at which time remaining funds will be paid to the University.

It is the responsibility of the cardholder to maintain activity or to close the account subject to the guidelines in Section IX to prevent a loss of funds.

IX. Closing Accounts

A Gopher Gold Account will be closed only after the cardholder submits a Request to Close Gopher Gold Account form, available at www.gophergold.umn.edu or submits via email to gophergold@umn.edu a request to close the account. Email requests must include first and last name, student or employee ID number, 17-digit card number, phone number, mailing address and reason for request. Only those who are no longer an active member of the University community will be allowed to close an account.

Upon receipt of a Request to Close Gopher Gold Account form or email, the U Card Office will record and remove the balance of Gopher Gold value from that account, until the cardholder's University status can be verified. A refund will not be given if the Gopher Gold balance recorded at the time of request to close account is submitted is less than \$10. If funds are added to the Gopher Gold account after the request to close the account has been submitted, those funds are not subject to the refund request. Any Gopher Gold value used between the time the request to close account form was submitted and the account value is recorded and removed, will not be included in the refund.

The U Card Office will verify the cardholder's University status using University registration, employment or other systems. Upon verification of separated status with the University and cardholder refund eligibility, the refund will be made by check and sent to the mailing address on the Request to Close Gopher Gold Account form or email. If the cardholder is ineligible for a refund based on less than \$10 account balance or University status verification, then the Gopher Gold value, as recorded from the Request to Close Gopher Gold Account form by U Card Office staff, will be deposited back into the cardholder's Gopher Gold account. University systems may take up to one full academic term to reflect inactive status.

Closed accounts are subject to a \$10 administrative fee.

Exceptions: Persons called to active military duty should contact One Stop, not the U Card Office. One Stop will coordinate all withdrawal activities for military personnel, including obtaining a refund of value from the Gopher Gold Account. In the event of the death of a cardholder, a full refund of Gopher Gold account value will be issued based on University practices.

X. Liability for Lost or Stolen Cards or Unauthorized Transfers

If you believe your U Card or Gopher Gold card has been lost or stolen, or transaction(s) have occurred without your permission, deactivate your card on-line **immediately** at www.gophergold.umn.edu. Failure to do so could result in the loss of all funds in your Gopher Gold Account. Alternatively, you can call or visit the U Card Office at (612) 626-9900 or G22 Coffman Memorial Union, 300 Washington Ave SE, Minneapolis, MN 55455 during regular business hours (M-F, 8am-4:30pm). Replacement U Cards will be subject to a replacement fee.

If you deactivate the card you are using to access your Gopher Gold Account within two (2) business days after you learn of the loss or theft of your card, you will be responsible for no more than \$50 of transactions incurred from the date of loss or theft.

If you do NOT deactivate your card within two (2) business days after you learn of the loss or theft of your card, and transactions are made that would not have occurred had you deactivated your card, you may be liable for up to \$500.

If your online Gopher Gold statement shows transactions you believe are in error, you must begin the error resolution process as set out in Section XI with the U Card Office within sixty (60) calendar days after the statement appeared online. If you do not begin the error resolution process within sixty (60) calendar days after the statement was provided, you will be liable for all charges as reported if the transactions are made that would not have occurred had you notified the U Card Office. If a good reason kept you from reporting the erroneous transaction, such as a long trip or hospital stay made review of your statement impractical, then the time periods may be extended.

Business days are Monday through Friday, excluding official University holidays.

XI. Error Resolution and Fraudulent Use

In case of questions about, or errors in, your Gopher Gold Account, including fraud, you must contact the U Card Office to begin the error resolution process within sixty (60) calendar days after you were provided the FIRST statement or receipt on which the problem or error appeared. If you do not notify the U Card Office within sixty (60) days after you were provided the FIRST statement, you may not be eligible for a refund of the amount in question after the sixty (60) days if the U Card Office can prove that the transactions could have been stopped had the U Card Office been notified in time. Please complete the form entitled Gopher Gold Error Resolution Request at www.umn.edu/ucard/umtc08/umtc/MyUcard/gophergold.html or send an email to gophergold@umn.edu as soon as you notice an account discrepancy or if you need additional information about a transaction listed on the statement or receipt. You must include the following information:

- Your name, student or employee ID number (if applicable), card number, and email and mailing address;

- A description of the error or transaction you are unsure about and a clear explanation of why you believe it is an error or why you need additional information; and
- The dollar amount and date(s) of the transaction(s) in dispute.

If your inquiry is verbal, the U Card Office requires that you complete the Gopher Gold Error Resolution Request form, which can be obtained from the Coffman U Card Office or online via the web, or submit an email to gophergold@umn.edu containing the aforementioned information within ten (10) business days after your verbal inquiry.

Upon review of the Gopher Gold Error Resolution Request form or email the U Card Office may request additional documentation from you to support your initial inquiry or to assist with an investigation. The U Card Office will determine whether an error occurred and, if so, your account will be credited with the amount of the error within ten (10) business days of your inquiry. If the U Card Office is unable to determine if an error occurred within ten (10) business days, the U Card Office may take up to forty-five (45) business days to investigate your inquiry. If the timeframe is extended to forty-five (45) days, your account will be credited for the amount you believe is in error so you have access to the disputed amount during the time it takes the U Card Office to complete the investigation. If the U Card Office investigation determines the amount in question was not an error, the credited amount will be reversed and you may be charged for any amount of that credit used while the investigation was in progress.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, the U Card Office may take up to ninety (90) days to investigate your complaint or question. For new accounts, the U Card Office may take up to twenty (20) business days to credit your account for the amount you think is in error.

You will be notified of the investigation results at the email or mailing address submitted on the Gopher Gold Error Resolution Request form within three (3) business days of the completed investigation. If the U Card Office determines that there was no error, the U Card Office will send you a written explanation. You may request copies of the documents used in the investigation. Some documents may not be available for cardholder review due to inclusion of confidential information.

Additionally, In the case of fraudulent use of your Gopher GOLD account, you must report the fraud to the U Card Office within two (2) business days after you learn of the loss or theft of your card, Internet ID and/or Password. Please complete the form entitled Gopher Gold Account Error Resolution Request at www.umn.edu/ucard/umtc08/umtc/MyUcard/gophergold.html or submit an email to gophergold@umn.edu containing the following information as soon as you learn of the fraud. You must include the following information:

- Your name, student or employee ID number (if applicable), card number, and email and mailing address;
- A description of the fraudulent transaction and a clear explanation of why you believe it is a fraudulent transaction;
- The dollar amount and date(s) of the transaction(s) of which you believe to be fraudulent; and
- A copy of the police report you filed or the report number and name of police department.

The U Card Office requires that you file a police report and submit a copy of the police report to the U Card Office before consideration of a refund will be made.

XII. Insufficient Funds

Gopher Gold Account balances will be verified prior to the completion of a transaction. In the rare event a balance cannot be verified and a purchase occurs with insufficient funds in a Gopher Gold account, the account will reflect a negative balance. Any funds owed will be automatically deducted from your next deposit.

XIII. Changes in Terms and Conditions

The University shall mail, email or deliver a written notice at least twenty-one (21) business days before the effective date of any change in terms or conditions if the change would result in increased charges or increased liability for the account holder. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of an electronic transfer system or account. However, if a change is to be made permanent, the University will provide written notice of the change to the account holder within thirty (30) business days after it is made, unless such disclosure would jeopardize the security of the system or account. Other Terms and Conditions are subject to change without notice by updating this posting. Your continued use of the Gopher Gold Program indicates your acceptance of all revisions. You should, therefore, periodically visit this page to review these Terms and Conditions for changes.

XIV. Disclosure of Information to Third Parties

Unless otherwise required by Federal Law, the U Card Office will disclose information to third parties about your account or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your account for a third party, such as a merchant;
- If you give the U Card Office your written permission;

- If there is a good faith, bona fide “need to know” for a representative of the University for a purpose related to the Gopher Gold Account or Gopher Gold Program; or
- To comply with government agency or court orders, or other compliance requirements.

The U Card Office will not furnish information to credit reporting agencies.

XV. Privacy Statement

The University of Minnesota recognizes the importance of protecting the privacy of Gopher Gold Account users. The University has developed these privacy and safety practices to maintain that standard.

1) Personal Information

The University of Minnesota will collect no personal information about you when you visit the Gopher Gold website unless you choose to provide that information to the University. The University does not require any personal information for access to most of the Gopher Gold website. Any personal information that you provide by email or Web forms will be used only for such purposes as are described at the point of collection, such as to respond to your questions or comments, or to send information or forms to you. If you provide contact information, the Gopher Gold staff or our authorized service providers may contact you to clarify your comment or question, or to learn about your level of satisfaction with our services. The University may use customer contact information to help the University provide better service and to send you information or materials you request. The University will not disclose any personal information to third parties except as set out in Section XIV.

2) Statistical Information

Some non-personal information may be collected and stored automatically when you visit the Gopher Gold website or use your Gopher Gold card. That information does not identify you personally. Our system collects data in the server log that may include IP address, domain name, type of browser, operating system, pages viewed, and details regarding any transaction. The University aggregates this data and uses it for statistical purposes. For example, the aggregated data helps the University to determine the volume of our users’ interests and helps the University understand how the University can improve the Gopher Gold Program. The University may disclose such data to third parties, but only in an aggregated form, with personally identifying data removed.

3) Password Protection

To protect against unauthorized access to your password and your computer, it is important that you log out when you have completed your business on the Gopher Gold website on a shared computer.

4) Security

The Gopher Gold Program will provide commercially available, reasonable security measures. However, you understand and acknowledge that certain risks are inherent in transmission of information over the Internet and you agree to assume the security risk for transmission of the information you provide to use the Gopher Gold Program.

XVI. Security

The U Card or the Gopher Gold Account card must be presented at the time of purchase and shall be the only means of accessing the participant’s account. A merchant may request additional identification to verify that only the participant uses the account. The account holder may be required to sign a receipt for goods or services.

Disclosure of University’s Liability for Failure to Make Transfers:

If the University does not properly complete a transfer to or from your account according to these Terms and Conditions, the University may be liable for your direct losses except in the following instances:

1. If, through no fault of ours, your account does not contain sufficient funds to complete the transfer.
2. If the card reader was not functioning properly, or other technological failures outside of our control prevented the transaction from being completed.
3. If circumstances beyond our control occurred such as fire, flood, power outage, mechanical difficulty, strike, riot, catastrophic situation, etc.
4. If your account has been blocked to prevent unauthorized usage.
5. Other non-controlled situations.

UNDER NO CIRCUMSTANCES WILL THE UNIVERSITY OR THE GOPHER GOLD PROGRAM BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THEIR POSSIBILITY BEFOREHAND.

XVII. General

1) Indemnity

You agree to defend, indemnify, and hold the University, its regents, officers, directors, agents, and employees harmless and to defend them against all claims, losses, expenses, damages and costs, including without limitation reasonable attorneys fees, resulting from any violation of these Terms and Conditions by you.

2) Governing Law; Jurisdiction and Venue; Limitation of Actions

These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Minnesota, excluding any conflicts of laws statutes. You agree that any legal action or proceeding between the University and you arising out of or relating to these Terms and Conditions or the Gopher Gold Program shall be brought exclusively in the courts of the State of Minnesota and you hereby consent to the subject matter and personal jurisdiction of such courts. Any cause of action or claim you may have with respect to these Terms and Conditions or the Gopher Gold Program must be brought within one year after the claim or cause of action arises or it shall be barred. The University's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of such provision or right. Neither the course of dealing between the parties nor the practices of others in a similar trade, business, or industry shall act to modify any provision of these Terms and Conditions. The University may assign its rights and duties under these Terms and Conditions to any party at any time without notice or consideration.

3) Termination; Survival of Terms

The provisions of these Terms and Conditions shall survive termination of these Terms and Conditions or the Gopher Gold Program, your use of the Gopher Gold Program, and your other contractual and legal relationships with the University. All rights not expressly granted herein are reserved.

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