

# Digger Dollar Terms and Conditions

**1. The Digger Dollar Account:** This account is a record of your money deposited with the Digger Card Center (herein referred to as "us or we") and available to the cardholder (herein referred to as "you") for purchasing products and services wherever the Digger Card Digger Dollars account (herein referred to as "Account") is accepted. You do not earn interest and you may not use the Account as a credit card, to obtain cash, or to transfer funds. An Account will be activated upon receipt of an initial deposit. Deposits are accepted by cash, check, travelers check, Visa, Discover, or MasterCard. You may make a deposit in person at the Digger Card Center, telephone (credit card only), or online at [diggercash.com](http://diggercash.com). Acceptance of these terms is implied by receipt of your deposit or use of your Account.

**2. Fees:** There are no transaction charges. If your account balance goes below zero as a result of the system or one of its point of sale readers being off-line, you remain responsible for the payment of those purchases. In the event of a negative balance, you will be notified stating the negative balance and the location of the sale. If you present a check for payment or deposit and the check is subsequently returned for any reason, your Account will be deactivated. Returned checks and fees will be processed by Business Services according to University policy. For unpaid balances owed, University of Montana may initiate collection proceedings, as well as any attorney fees or other costs or charges necessary for collection of any or all of the balance due. If the balance is referred for collection, the account may be reported on your credit as a collection item. Your debit account may be reactivated upon restitution. The University will use all legal recourse to collect amounts due including, but not limited to, the placement of a hold on student records. Accounts that are inactive for a period of eighteen (18) months will be assessed a monthly service charge. An account is inactive if no deposits or purchases are recorded.

**3. The Card:** You must present your Digger Card in order to purchase products or services. The Card is the property of the University of Montana Tech and is non-transferable. The Digger Card may be deactivated and/or retained when presented by any Cardholder making inappropriate or illegal use of it. Participating vendors may require additional identification to ensure that the person using the Digger Card is the actual owner of the Account.

**4. Lost, Stolen, or Damaged Cards:** You agree to immediately report a lost or stolen Digger Card in person at the Digger Card Center, or by telephoning (406) 496-4195 during business hours. Lost or stolen Digger Cards may also be reported online at [diggercash.com](http://diggercash.com). You shall be responsible for all usage of your Digger Card prior to reporting its loss or theft to the Digger Card Center. You may obtain a temporary card according to Digger Card Center policy from the Digger Card Center during business hours. If you need to replace your Digger Card we will charge the current fee for replacing lost, stolen or damaged cards. If loss is reported within two (2) business

days, your liability will not exceed \$50.00 in unauthorized charges. If a report is made within sixty (60) days, your liability for unauthorized charges shall be limited only to the funds available in your Account.

**5. Refunds and Returns:** Merchandise will be accepted for return according to the refund policy in force where the goods and services were purchased. Cash refunds will not be made for returned merchandise that was purchased with the Digger Card debit account. A credit will be made to the cardholder's Account.

**6. Account Closure:** Account balances are refundable once the cardholder has been terminated, graduated, or withdrawn from the University of Montana or under special circumstances which will be reviewed by a committee. This status must first be verified with the appropriate office, and then 30 days after the last deposit, the refund process will be started. Balances greater than \$10.00 will be refunded. All refunds are subject to the cardholder's Accounts Receivable account being paid in full. No partial refunds will be given at any time. Please complete the Refund Request Form at the Digger Card Center. We reserve the right to close any Account that has a zero balance.

**7. Receipts and Statements:** Most point-of-sale terminals are equipped to provide a receipt for each transaction. It is your responsibility to ensure that the receipt is correct. An Account statement listing recent transactions will be generated upon your personal request at the Digger Card Center.

**8. Error Resolution:** If you suspect an error on a receipt or Account statement, or if you would like more information about a specific transaction, you may contact us at [diggercard@mtech.edu](mailto:diggercard@mtech.edu), or by mail or in person at the Digger Card Center, SUB, University of Montana Tech, Butte, MT 59701. You must contact us within sixty (60) days of the transaction(s) in question. When notifying us of a suspected error, please furnish the following information: (1) your name and Student ID Number; (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need further information. (3) the dollar amount and date of the suspected error; and (4) a copy of any transaction receipt. If an error is found, we will make the necessary adjustments to your Account and our liability is limited to the amount of the error. If no error is found, we will provide you with a written explanation within three (3) business days of the conclusion of our investigation. You may request copies of documents used to support our decision.

We will tell you the results of our investigation within ten (10) business days after we receive a written description of the suspected error from you and will correct any error promptly. If we need more time however, we may take up to forty-five (45) calendar days to complete our investigation. In this case, we will provisionally recredit your account within ten (10) business days for the amount you believe is in error. You will have the use of the money during the time it takes us to complete our investigation.

**9. Disclosure:** We will disclose information about your Account to third parties for only the following reasons: (1) in order to complete a transaction requested by you; (2) in order to comply with a court order; (3) to fulfill a lawful University department or program request; (4) in conjunction with all other cardholder accounts in the aggregate but not specific in regard to your account; or (5) with your written permission.

**10. Changes in Terms and Conditions:** These terms and conditions are effective immediately and remain so until written notification is received. We will mail or deliver a written notice at least twenty-one (21) days before the effective date of any change in a term or condition that would cause increased fees or increase liability for the cardholder. Prior notice need not be given where immediate change in terms and conditions is necessary to maintain or restore the security of the Account.

**11. Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Montana.

1. The Digger Card is the property of the University of Montana Tech and this agreement is administered by the Digger Card Center.
2. The Digger Card is not transferable and shall not be loaned to anyone at anytime.
3. The willful misrepresentation to obtain a Digger Card or alteration of a Digger Card may result in disciplinary action, i.e. formal charges of fraud, attempt to defraud or obtaining university property under false pretenses. Charges may be brought under the University of Montana Student Conduct Code and/or through outside legal authorities.
4. Unauthorized or misuse of the Digger Card may result in confiscation of the card and/or disciplinary action brought under the University of Montana Student Conduct Code and/or through outside legal authorities.
5. The Digger Card is the University identification card and is the instrument used to access many services on campus. Therefore, the Digger Card should be carried at all times while on campus and at campus sponsored events.
6. When a photograph is taken for the issuance of a Digger Card, the digitized photo will be stored electronically for identification and security purposes. In addition, the photo may be used for approved internal University educational and related institutional purposes (i.e., class rosters, seating charts, academic advising rosters, and others that may be approved in the future) without student permission, although photos used for such purposes shall be treated as educational records. The University includes student Digger Card photos as directory information for the purpose of releasing them to the extent other directory information is released. Student cardholders may withdraw consent to include Digger Card photos as directory information by completing a form available at Enrollment Service's office.
7. There is a fee for the original card and replacement of any lost, stolen or damaged Digger Card. Check with the Digger Card Center for details.

8. Cardholders are responsible for purchases made on lost or stolen cards. Digger Dollars, meal plans and other accounts held on the Digger Card do not require a Personal Identification Number (PIN) for access/use. If a card is lost or stolen it should be reported immediately. The card may be reported as lost or stolen 24/7 through the website at [diggercash.com](http://diggercash.com) or during regular business hours at the Digger Card Center in the Student Union Building.
9. Digger Dollars are not refundable. Digger Dollar refunds shall be issued following the Digger Dollar Terms and Conditions . In the event that a Digger Dollar balance remains inactive for a period of eighteen continuous months the unused balance will revert to the Digger Card Center.
10. Digger Cards will remain active as long as you are enrolled or employed with the University. If your enrollment or employment should lapse your Digger Card privileges will no longer be active. The Digger Card remains the property of the University of Montana Tech and must be presented or relinquished upon demand by University personnel.