



## **CARDHOLDER AGREEMENT**

**Your NAIT OneCard is issued to you on the following terms and conditions of use. Please read this entire Cardholder Agreement (the “Agreement”) carefully, as the terms and conditions contained herein constitute legal obligations between you and the Northern Alberta Institute of Technology (“NAIT”).**

**By accepting a NAIT OneCard, you are agreeing to the terms and conditions of this Agreement. NAIT has the right to amend these terms and conditions at any time and from time to time by posting or displaying such amendments in the OneCard office or online at [www.nait.ca/one](http://www.nait.ca/one), and from the time of such posting or display, you shall be bound by such amendments. Notification of any such amendments will also be posted on the NAIT staff intranet and the myNAIT Portal.**

### **SECTION 1 OWNERSHIP AND USE**

- 1.1 Your NAIT OneCard is the property of the NAIT. It may be cancelled or revoked by NAIT at any time and must be returned to the OneCard office upon request.
- 1.2 Your NAIT OneCard is non-transferable, and may be used solely by you for the purposes for which it was issued.

### **SECTION 2 UNIVERSAL TRANSIT PASS (U-PASS) – STUDENTS ONLY**

- 2.1 Your NAIT OneCard, once activated through the NAIT Student Portal, is your Universal Transit Pass (U-Pass). Your U-Pass is non-transferable and the participating transit authorities have the right to verify the validity of your U-Pass. Use of the U-Pass is subject to your compliance with the rules, regulations, policies, and bylaws of the participating transit authorities. Failure to comply with any of these rules, regulations, policies, or bylaws may entitle the participating transit authorities to revoke your ridership privileges, without refund of the U-Pass fee. The U-Pass program is available to eligible students who have paid their U-Pass fees.

### **SECTION 3 LOST OR STOLEN CARDS**

- 3.1 You are responsible for safeguarding your NAIT OneCard against loss or theft and for maintaining it in proper working condition. If your NAIT OneCard is lost or stolen, you must notify the OneCard office upon discovery in order to permit its cancellation. Such notification and self-deactivation of the card may be made by you online at [www.nait.ca/one](http://www.nait.ca/one) OR notification may be

made by visiting the OneCard office in person or by calling the OneCard office at 780-491-1355 during office hours. An email or voice message does not constitute proper notification for lost or stolen cards, so it is recommended that the online notification and self-deactivation be used by you if the card is discovered lost or stolen during non-office hours. Until proper notification has been received, you are responsible for all transactions processed through your NAIT OneCard's debit function, whether or not such use is authorized by you.

- 3.2 There is a \$25.00 replacement fee for lost or stolen cards.

#### **SECTION 4 DEBIT FUNCTION**

- 4.1 You may use your NAIT OneCard as a debit card where accepted, provided that funds are available in your account. The NAIT OneCard is a debit card only and does not provide credit arrangements. Cash withdrawals are not allowed.
- 4.2 NAIT will debit your NAIT OneCard account in accordance with transactions authorized through the use of your NAIT OneCard or as permitted under these terms and conditions.
- 4.3 You are responsible for use of your NAIT OneCard. Debits resulting from your failure to properly utilize or safeguard the NAIT OneCard are your responsibility as the cardholder.
- 4.4 All funds deposited in your NAIT OneCard account must be in Canadian dollars.
- 4.5 Refunds of any account balances will be made only if a request is made by you in person and your relationship to NAIT is terminated. In such circumstances, upon your request your NAIT OneCard account balance will be cleared by the OneCard office. A refund will be mailed to you by cheque. NAIT OneCard accounts do not expire.

#### **SECTION 5 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

- 5.1 NAIT collects and compiles information under the authority of section 33(c) of Alberta's Freedom of Information and Protection of Privacy Act (the "**Act**"), and may use and disclose such information for the purpose for which the information was collected or compiled or for a use consistent with that purpose, including production of NAIT's official personal identification card and photo directories/rosters. This information will be made available through NAIT's campus-wide electronic directory for authorized purposes including authenticating identity for NAIT functions and for authorizing access to services, systems, and facilities of NAIT, including but not limited to the following:
- (a) NAIT's learning management system;
  - (b) NAIT's facilities access control systems;
  - (c) the Universal Transit Pass (U-Pass) program; and
  - (d) NAIT class rosters and student/staff directories.

Under this authority, the OneCard office will collect the following personal information: your photograph (captured electronically). Information that is gathered for the above purposes will be protected and disclosed in compliance with the Act. Individuals who are applying for official NAIT identification acknowledge the use of their digital image for the above purposes. Information gathered for the above purposes of the U-Pass program may also be disclosed to the transit authorities participating in the U-Pass program under the authority of section 40(1)(i) of the Act, if these transit authorities wish to exercise their audit rights under the U-Pass program. Such disclosure (if any) shall comply strictly with the Act.

If you have any questions regarding the above, please direct your inquiries to:

Office Administrator, OneCard office  
CAT180N  
11763 - 106 Street NW  
Edmonton, AB T5G 2R1  
Phone: 780-491-1355

## **SECTION 6    LIABILITY AND INDEMNITY**

- 6.1      NAIT is not liable to you for any losses, damages, actions, proceedings, claims, costs, liabilities, or expenses (including, without limitation, any legal fees and disbursements) of any kind or nature, whether consisting of direct, indirect, consequential, or special losses or damages that have been or may be suffered by you or by others, sustained or incurred by you or by others, or brought against you or others as a result of, arising in connection with, or related to the use or misuse of your NAIT OneCard. Without limiting the generality of the foregoing, NAIT is not responsible for any losses, damages, actions, proceedings, claims, costs, liabilities, or expenses relating to:
- (a)      any unauthorized purchases that are made using a lost or stolen card prior to NAIT receiving notification of the lost or stolen card pursuant to section 3.1 of this Agreement; or
  - (b)      any inconvenience or embarrassment to you or others arising as a result of a lack of funds in your NAIT OneCard account, or if your NAIT OneCard is not accepted for any reason.
- 6.2      You hereby indemnify and save harmless NAIT, its Board of Governors, officers, employees, and agents from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, all of whatever nature and kind which NAIT, its Board of Governors, officers, employees, and agents may sustain, pay, or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident, or matter caused by and/or arising as a direct or indirect result of the use or misuse of your NAIT OneCard's debit function.

## **SECTION 7    GOVERNING LAW**

- 7.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta.