



Govs ID Card

Govs ID Card Terms of Use Disclosure Statement

Govs ID Card Office Information

Location:	Morgan University Center	Hours:	Monday-Friday, 8am – 4:30pm <i>(All University holidays are observed)</i>
	Room 207	Phone:	(931) 221-6633
Address:	Austin Peay State University	Web:	https://www.apsu.edu/govscard
	Govs ID Card Office	Social Media:	Facebook –
	PO 4516		Instagram –
	Clarksville, TN 37044		Twitter –

Govs ID Card

- The use of any credential form of the Govs ID Card is subject to all terms, conditions, rules, and regulations contained in this Govs ID Card disclosure statement.
 - Govs ID Card credential forms may consist of, but are not limited to, physical card, mobile card and/or Watch or other types of wearable credential(s). The term Govs ID Card as used in this document will cover all officially issued credential forms by Austin Peay State University’s Govs ID Card Office used to access Govs ID Card services, accounts, events, and facilities.
- The Govs ID Card is Austin Peay State University’s official photo identification card.
- **By using a Govs ID Card in any manner, the cardholder agrees to comply with and be subject to the terms set forth in this Disclosure Statement.**
- The Govs ID Card Office has the right to determine eligibility to receive a Govs ID Card and, if issued, the credential type of Govs ID Card produced.
- Mobile First means all new students receive access to the mobile card program as their official APSU ID card unless the student does not have an eligible device.
 - Dual mobile card and physical card credentials will not be issued to a student.
 - For damaged mobile devices, the Govs ID Card Office, during regular business hours, may issue a temporary physical card to the student for a limited time to allow them time to either repair or replace their damaged device.
 - Lost or Stolen physical ID card replacement requests are also directed to mobile card assuming the student has an eligible device.
 - There is a Govs ID Card fee associated with replacement of a physical Govs ID Card credential. Govs ID Card fees schedule can be located at <https://www.apsu.edu/govscard/index.php>

- Replacement of credentials are authorized for current term student enrollment or current APSU employment based on the Mobile First processes listed above for student and faculty/staff categories. For other customer categories, verification of current need for a Govs ID Card for campus services will be verified. The Govs ID Card Office has the right to determine eligibility to receive a replacement Govs ID Card and, if issued, the credential type of Govs ID Card produced.
 - A current and valid government issued photo ID, such as a state driver's license, state ID card, US government ID, or passport is required for identification validation for receipt of a cardholder's first Govs ID Card credential and may be required for replacement credential requests. Validation of identity documents will mainly occur electronically under secure cardholder multi-factor authentication logins and in-person if necessary.
- The cardholder agrees that the Govs ID Card is the property of Austin Peay State University and must be returned to University officials upon request for physical card credentials and/or services suspended or retired for mobile credential(s). The cardholder also understands and agrees that the University can cancel or terminate a card's services or credentials at any time, in its sole discretion.
- The University may require presentation of the cardholder's Govs ID Card credential for identification, access to multiple University services, events, and facilities, as well as access to Govs ID Card debit card funds for on and off campus authorized locations.

Terms for Adding Your Student Identification to a Third-Party Digital Wallet

These Terms for Adding Your Student Identification to a Third-Party Digital Wallet (the "Terms") apply when adding your school-issued identification card ("Student ID") to a digital wallet on an eligible iOS or Android based device or other payment service managed or owned by a third party ("Digital Wallet"). In these Terms, "you" and "your" refer to the holder of the Student ID, and "we," "us," and "our" refer to Austin Peay State University.

When you add your Student ID to a Digital Wallet, you agree to these Terms:

1. **Service.** We have entered into an agreement with Transact Campus to allow eligible recipients of a Student ID to provision their Student ID to a Digital Wallet on an iOS and Android based device. The Digital Wallet will permit you to use your device to (i) make contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using a mobile card and (ii) access certain facilities ("Service"). By placing your iOS- or Android-based device near a merchant's contactless-enabled point-of-sale terminal or reader, you are authorizing the payment for the merchant's products or services with the Digital Wallet through the Service.
2. **Adding Your Student ID.** You can add an eligible Student ID to a Digital Wallet by reviewing instructions found at <http://> and <https://>. Only Student IDs that we determine are iOS and Android eligible can be added to a Digital Wallet. We may determine eligibility criteria in our sole discretion. We reserve the right to terminate our participation in the Service, a Digital Wallet, or with a Digital Wallet provider at any time and the right to designate a maximum number of Student IDs that may be added to a Digital Wallet.
3. **Your Student ID Does Not Change.** The terms and agreement that govern your Student ID and enrollment with us do not change when you add your Student ID to the Digital Wallet. Prior student application and enrollment agreements you have agreed to are incorporated by reference as part of these Terms. The Digital Wallet simply provides another way for you to make purchases or other transactions or access certain facilities with the Student ID.
4. **Fees.** We do not charge you any additional fees for adding your Student ID to the Digital Wallet or using your Student ID in the Digital Wallet. The Digital Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Student ID information transmitted by a Digital Wallet and you shall comply with any and all applicable tax laws in connection therewith.

5. **We Are Not Responsible for the Digital Wallet.** We are not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet service to you. We are only responsible for supplying information securely to the Digital Wallet provider to allow usage of the Student ID in the Digital Wallet. We are not responsible for any failure of the Digital Wallet, for any errors, delays caused by or the inability to use the Digital Wallet for any transaction. We are not responsible for the performance or non-performance of the Digital Wallet provider or any other third parties regarding any agreement you enter into with the Digital Wallet provider or associated third-party relationships that may impact your use of the Digital Wallet. We are not responsible for the security of your data in a Digital Wallet or any breach of that data.
6. **Transaction History.** You agree and acknowledge that the transaction history displayed in the Digital Wallet solely represents our authorization of your Digital Wallet transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the Digital Wallet provider's transaction history in connection with use of your Student ID in the Digital Wallet may be preliminary and/or incomplete, and may not match the transaction amount that ultimately clears, settles, and posts to your Student IDs' billing statement or other relevant billing statement, which shall be deemed the prevailing document.
7. **Contacting You Electronically and by email or through Your Mobile Device.** You consent to receive electronic communications and disclosures from us in connection with your Student ID and the Digital Wallet. You agree that we can contact you by email at any email address you provide to us or through the mobile device on which you have provisioned for the Student ID. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.
8. **Removing Your Student ID from the Digital Wallet.** You should contact the Digital Wallet provider on how to remove a Student ID from the Digital Wallet. You have the option of utilizing the removal feature on the Digital Wallet directly or may contact the Govs ID Card Office for assistance. We can also block or retire a Student ID in the Digital Wallet from purchases or other card related transaction types at any time.
9. **Governing Law and Disputes.** If any disagreement arises between the parties hereto relating to the interpretation or implementation of any part of these Terms, the parties shall first attempt to amicably resolve such dispute by agreement between them. Austin Peay State University does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Tennessee. Any claim against Austin Peay State University must be made through the Tennessee State Board of Adjustment. Any provisions of this Agreement that may be considered a consent to suit or a waiver of immunity by Austin Peay State University is hereby stricken and rendered null and void. Tennessee law, without regard to its conflicts of law provisions, shall exclusively apply to these Terms and any dispute involving Austin Peay State University.
10. **Ending or Changing these Terms; Assignments.** We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. Your use of a Student ID in a Digital Wallet after we have made such changes available will be considered your agreement to the changes. We will provide notice if required by law. Furthermore, subject to applicable law, at any time we may (i) terminate your use of any Student ID in connection with a Digital Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Student IDs in connection with a Digital Wallet, (iii) change a Student IDs' eligibility for use with a Digital Wallet and/or (iv) change the Student ID authentication process. You cannot change these terms, but you can terminate these Terms at any time by removing your Student ID from the Digital Wallet. You may not assign these Terms.
11. **Privacy.** You agree that we may share your information with the Digital Wallet provider, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your Student ID transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the Digital Wallet provider and that is governed by the privacy policy given to you by the Digital Wallet provider.

12. **Notices.** We can provide notices to you concerning these Terms and your use of a Student ID in the Digital Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you.
13. **Limitation of Liability; No Warranties.** WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A STUDENT ID TO A DIGITAL WALLET, OR YOUR ACCESS OR USE OF A DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL DIGITAL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL WALLETS.
14. **Questions.** Contact information: See information on Page 1, Govs ID Card Office Information

Govs ID Card Accounts

The cardholder agrees to use and maintain the University issued Govs ID Card credential(s) to access their Govs ID Card account(s) funds for payment of services at authorized locations. The Govs ID Card cardholder is responsible for all authorized transactions. This will include transactions where communications are down, and the transaction completes once communications are re-established.

There are no daily dollar and/or usage limits on Govs ID Card debit card transactions as long as the cardholder does not exceed the funds available in the cardholder's Govs ID Card debit accounts.

1. **Print Credit:** All eligible enrolled students, will receive print credit to use at the Pharos print release stations located in the Library. Students will receive print credit in the amount of \$30 per enrolled semester (Fall, Spring and Summer).
 - a. Print Credit funds are accessed by the student's Govs ID Card credential(s). Print Credit funds will automatically download to the student's Govs ID Card debit account, and become available for printing at authorized participating locations (see below), based on the following criteria:
 - i. University's semester start date;
 - ii. Student is enrolled for the current semester;
 - iii. Student meets eligibility requirements listed;
 - iv. Student account is financially cleared at Student Account Services.

For eligible students who are financially cleared at Student Account Services after the semester import start date, Print Credit funds will be automatically credited to the student's Print Credit account at the next regularly scheduled import. Funds are available immediately upon import to the student's Govs ID Card account.

- b. Participating locations include: Woodward Library Pharos Print Release Stations
- c. Print Credit balances do not carryover. Any unspent funds remaining in the Print Credit account are forfeited at the end of each semester. Student Print Credit accounts are reset each semester and students begin each semester with \$30 Print Credit.
- d. Additional funds cannot be added to the Print Credit account. See Gov Buc\$ section below for information on the voluntary Govs ID Card debit account deposit option.
- e. For student's Govs ID Card accounts, where the student has both Print Credit and Gov Buc\$ accounts, the Pharos Print Release Station will first attempt to use Print Credit funds for payment. If cardholder has insufficient Print Credit funds for the purchase, the Pharos Print Release Station will then attempt to use Govs Buc\$ funds for payment. Should both accounts have insufficient funds for the payment, the transaction will be denied by the Pharos Print Release Station.

- f. eAccounts online and mobile app options provide the cardholder on demand detailed Print Credit transaction activity.
2. Govs Buc\$ <https://www.apsu.edu/govscard/about-govs-id-card/govs-bucks.php>: An optional debit account, assigned to all students, faculty, and staff. The Gov Buc\$ account is available for voluntary deposited funds by the cardholder, allowing their Govs ID Card credential(s) to be utilized for payment of goods and services at participating authorized on-campus merchants. For a complete list of participating merchants <https://www.apsu.edu/govscard/about-govs-id-card/govs-bucks.php>. Gov Buc\$ funds are accepted at all Govs Dining authorized locations, vending machines and Pharos Print Release Stations.
 - a. Funds can be deposited online from eAccounts <https://apsu-sp.transactcampus.com/eAccounts/AnonymousHome.aspx> or in the Transact eAccounts mobile app (saved payment setup online under eAccounts required for mobile app deposits or Apple Pay option within the mobile app), or in person at Student Account Services Cashier's Window, located in the Ellington Building, 1st floor (during business hours).
 - i. Debit cards, credit cards (Visa, MasterCard, Discover, American Express and Apple Pay), accepted for online
 - ii. Cash, check, money order or credit/debit cards accepted for in person payments
 - b. Gov Buc\$ funds are immediately available on the cardholder's Govs ID Card credential(s) upon successful completion of the deposit transaction.
 - c. Any purchases made with the cardholder's Govs ID Card credential, will automatically be deducted from the cardholder's Govs ID Card debit account at the time of purchase.
 - d. eAccounts online and mobile app options provide the cardholder on demand detailed Gov Buc\$ transaction activity.

Notification and Replacement Procedures for Lost/Stolen Card or Unauthorized Card Use

Call the Govs ID Card Office IMMEDIATELY at (931) 221-6633 to report lost or stolen credentials or unauthorized usage for all types of Govs ID Card credentials (physical card or mobile card). For mobile credentials, information on suspending services is available at <http://> under the FAQ section. Do not wait to report your credential(s) lost or stolen. For after business hours and holidays, you will be directed to contact the University's Department of Public Safety at (931) 221-7786. Upon notice of a lost or stolen credential(s), that specific cardholder Govs ID Card credential(s) will be suspended and will not function at any Govs ID Card reader. Once a credential has been suspended but found at a later time, that credential can only be activated for a physical card if a replacement card has not been produced. To reactivate a physical Govs ID Card credential, the cardholder must come in person to the Govs ID Card Office during business hours and the cardholder should bring an official photo ID with them. For mobile card services, the cardholder can resume through contacting the Govs ID Card Office during business hours or in person with ID at the Govs ID Card Office during business hours.

Should a cardholder require a replacement physical Govs ID Card (See Govs ID Card section starting on page 1), those can be obtained during business hours at the Govs ID Card Office and must have an active University status. A \$20 replacement card fee will be charged by the University. For cardholders with current term student accounts at Student Account Services, the fee is billed to their student account. For all other cardholders, the \$20 fee must be paid at the Student Account Services Cashier's Window prior to the replacement card issuance (a receipt for payment of the replacement ID card fee will be required). Accepted forms of payment are debit cards, credit cards (Visa, MasterCard, Discover, American Express and Apple Pay), check and cash.

Govs ID Card Cardholder's Liability for Unauthorized Purchases

If the cardholder believes their Govs ID Card credential(s) has been lost or stolen, cardholder must report at once such loss or theft as noted under Notification and Replacement Procedures for Lost/Stolen Card or Unauthorized Card Use. Failure to notify the appropriate University authorities may result in cardholder losing all funds in cardholder's debit account.

With notification within two business days of cardholder learning of the loss or theft of their Govs ID Card, the cardholder can lose no more than \$50 if someone used the Govs ID Card without cardholder's permission.

Should cardholder not report the loss or theft within 2 business days of learning of such loss or theft, and the University can prove it could have stopped someone from using cardholder's Govs ID Card credential(s) without permission, cardholder's liability for unauthorized purchases shall not exceed \$500.

Should cardholder not report the loss or theft within 60 days of learning of such loss or theft, and the University can prove it could have stopped someone from using cardholder's Govs ID Card credential(s) without permission, cardholder's liability for unauthorized purchases may have no dollar limit.

For transaction inquiries by phone, the cardholder may be required to submit the information in writing within 10 business days to the Govs ID Card Office. The results of the Govs ID Card investigation will be provided to the cardholder within 10 days after the written submittal is received by the Govs ID Card Office and, if applicable, correct any errors. If additional time is necessary, we may take up to 45 days from receipt of the written inquiry to investigate the inquiry. If this is the case, we will recredit the cardholder's account within the 10 days of receipt of the written inquiry.

If the University determines there was no error, a written explanation from the Govs ID Card Office will be emailed to the cardholder within three business days after the investigation is completed. The cardholder may request copies of the documents used in the investigation.

Error Resolution Procedures

Cardholder can access Govs ID Card debit account transaction history online at eAccounts <https://apsu-sp.transactcampus.com/eAccounts/AnonymousHome.aspx> (eAccounts online) or through the eAccounts mobile app (this is the mobile app used and retained on the eligible device for mobile card provisioning). Should cardholder believe there is a discrepancy with a transaction or a receipt or would like more information regarding a transaction, contact the Govs ID Card Office immediately but no later than 60 days after the transaction has posted to the cardholder's eAccounts transaction history under eAccounts. The following information should be included in the request:

- Cardholder name and student number
- Description of the transaction(s) in question including merchant name, date, time, and amount
- Reason for the inquiry on the transaction

See above **Govs ID Card Cardholder's Liability for Unauthorized Purchases** for important additional details.

Disclosure of Information

The University may disclose information to third parties about the cardholder's account, usage, or the transfer made: (a) in order to comply with court orders, applicable laws, or other legal obligations; (b) if the cardholder gives written permission; (c) where it is necessary for completing transactions or providing any other service to the cardholder; (d) in order to verify the existence and condition of cardholder's account for a third party; or (e) as reasonably necessary in order to detect fraud, theft, or other improper use of a Govs ID Card or related credentials.

The University may, in its sole discretion and without your consent, disclose your account information internally for use in matters related to the operation of the University or your University enrollment, employment, and/or affiliation, which includes, among other things, using your information in security, student conduct, and/or human resources matters.

Documentation of Transfers

If the point-of-sale terminal is equipped to provide a receipt, the cardholder will receive a receipt at the time of the purchase. The cardholder can access their Govs ID Card debit account transaction online at eAccounts (eAccounts online) <https://apsu-sp.transactcampus.com/eAccounts/AnonymousHome.aspx> or through the eAccounts mobile app (this is the mobile app used and retained on the eligible device for mobile card provisioning) for both attended and

unattended reader's locations. Authorized merchant locations may require a signature for a Govs ID Card debit account transaction. Balances listed under eAccounts may not reflect any outstanding account activity where communications are temporarily unavailable.

If the University does not complete a transfer to or from the cardholder's debit account within a reasonable period of time or in the correct amount according to the University's agreement with the cardholder, the University may be liable to the cardholder, to the extent permitted by Tennessee law, for all damages proximately cause thereby. However, in no event shall the University be liable to cardholder: (a) if, through no fault of the University's, there are insufficient funds in cardholder's account to complete the transfer or purchase; (b) if circumstances beyond the University's control such as fire, flood, power outage, other catastrophes, legal acts of public authorities, strikes, riots, or communications, equipment, or mechanical difficulties or failures which could not be reasonably foreseen prevent completion of the transfer of purchase, despite reasonable precautions which the University has or might have taken; (c) if, through no fault of the University, there is a delay in transferring data from one University computer system to the Govs ID Card computer system; (d) if the Govs ID Card reader was not working properly and cardholder knew about the malfunction when cardholder started the transfer or purchase; (e) cardholder's funds are subject to legal process or other encumbrance restricting such transfer; or (f) any other published exceptions. Tennessee law will apply to any claim made against the University relating to, connected with, or arising from these terms of use or the use, attempted use, or possession of the Govs ID Card. Further, any claim for losses or damages may only be filed with the State of Tennessee Board of Adjustment. Nothing contained herein shall be deemed or construed as a waiver of the sovereign immunity of Austin Peay State University.

- Should the cardholder's account contain insufficient funds, the cardholder will be immediately notified to deposit funds to cover such transaction(s) as soon as possible after the system is brought on-line and the transaction(s) downloaded to the cardholder's debit account. Should the cardholder not deposit the necessary funds within 5 business days, the cardholder agrees that the total due for all such transactions may be sent to the cardholder's student account at Student Account Services for collection.

Miscellaneous

1. **Governing Law and Disputes.** If any disagreement arises between the parties hereto relating to the interpretation or implementation of any part of these terms of use, the parties shall first attempt to amicably resolve such dispute by agreement between them. Austin Peay State University does not waive and specifically reserves all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the State of Tennessee. Any claim against Austin Peay State University must be made through the Tennessee State Board of Adjustment. Any provisions of this Agreement that may be considered a consent to suit or a waiver of immunity by Austin Peay State University is hereby stricken and rendered null and void. Tennessee law, without regard to its conflicts of law provisions, shall exclusively apply to these terms of use and any dispute involving Austin Peay State University.
2. **Limitation of Liability; No Warranties.** WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A STUDENT ID TO A DIGITAL WALLET, OR YOUR ACCESS OR USE OF A DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL DIGITAL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL WALLETS.

Amendment of Terms of Use

The University reserves the right to amend the Govs ID Card terms of use from time to time and make reasonable changes to the procedures for card use, which will supersede the terms of use in effect at the time of card activation. Changes can be found at: <http://apsu.edu/govscard>