



CARDHOLDER AGREEMENT

Your *one AT NAIT* card 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 *one AT NAIT* card, 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 *one AT NAIT* office or online at 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 *one AT NAIT* card is the property of the NAIT. It may be cancelled or revoked by NAIT at any time and must be returned to the *one AT NAIT* office upon request.
- 1.2 Your *one AT NAIT* card 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 *one AT NAIT* card, with a current and valid U-Pass sticker affixed to it, 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 by removing the U-Pass sticker, without refund of the U-Pass fee. U-Pass stickers will only be issued to students participating in the U-Pass program.

SECTION 3 LOST OR STOLEN CARDS

- 3.1 You are responsible for safeguarding your *one AT NAIT* card against loss or theft and for maintaining it in proper working condition. If your *one AT NAIT* card is lost or stolen, you must notify the *one AT NAIT* 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 OR notification may be made by visiting the *one AT NAIT* office in person or by calling the *one AT NAIT* 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 *one AT NAIT* card's debit function, whether or not such use is authorized by you.

- 3.2 There is a replacement fee for lost or stolen cards. There is also a separate fee to replace a U-Pass sticker. All replacements of the U-Pass sticker are subject to your payment of this separate fee for the U-Pass sticker and your signed representation that your U-Pass sticker has not been confiscated for cause. U-Pass stickers will not be replaced if NAIT has reason to believe that your ridership privileges have been revoked by any of the participating transit authorities.

SECTION 4 DEBIT FUNCTION

- 4.1 You may use your *one AT NAIT* card as a debit card where accepted, provided that funds are available in your account. The *one AT NAIT* card is a debit card only and does not provide credit arrangements. Cash withdrawals are not allowed.
- 4.2 NAIT will debit your *one AT NAIT* card account in accordance with transactions authorized through the use of your *one AT NAIT* card or as permitted under these terms and conditions.
- 4.3 You are responsible for use of your *one AT NAIT* card. Debits resulting from your failure to properly utilize or safeguard the *one AT NAIT* card are your responsibility as the cardholder.
- 4.4 All funds deposited in your *one AT NAIT* card 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 *one AT NAIT* card account will be closed or rendered inactive by the *one AT NAIT* office. A refund will be mailed to you by cheque. Any reactivation of your *one AT NAIT* card account will be allowed only after the replacement fee of twenty-five (\$25) dollars is paid in full. If your *one AT NAIT* card has no activity for a period of two (2) years, the same will be deactivated by NAIT. Funds will be credited back in full to the *one AT NAIT* card account if the deactivated *one AT NAIT* card account is re-instated. *one AT NAIT* card 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 *one AT NAIT* 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, *one AT NAIT* office
O112
11762 - 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 *one AT NAIT* card. 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 *one AT NAIT* card account, or if your *one AT NAIT* card 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 *one AT NAIT* card'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.