

UniPass Card Payment System General Terms and Conditions

Effective from 15 January 2018

These General Terms and Conditions (hereinafter: GTC) determine the general conditions of the use of the UNIPASS card (hereinafter: the card) issued by the University of Debrecen and the card system operated by Debreceni Campus Nonprofit Közhasznú Kft. (hereinafter: Issuer), as well as the rights and obligations of the User related to the use of the same (hereinafter collectively: the Parties), as arising from the legal relationship based on the use of the card.

The provisions of the present GTC shall be applicable to all legal relationships arising between the Issuer and the User in connection with the use of the card.

The Issuer shall make the effective version of the GTC available on the www.unipass.hu website where it can be viewed or printed from.

I. DEFINITIONS

1. “Issuer”: Debreceni Campus Nonprofit Közhasznú Kft. (4028 Debrecen, Kassai út. 26; company registration number: 09 09 013671).
2. “Card”: contactless electronic payment voucher using RFID technology.
3. “Acceptance point”: all events or establishments organised or operated by the Issuer.
4. “Services”: all services that the Issuer makes available, free of charge or for consideration, in connection with the use of the card.
5. “User”: the user of the card in accordance with Section 8:1 (1), point 3.
6. “Website”: a website operated by the University of Debrecen, available at www.unipass.hu.
7. “Transaction”: purchasing with the card, topping up the balance of the card, the payment of the balance in cash in case of cancelling the card. Checking the balance of the card shall NOT constitute a transaction.

II. THE SCOPE OF THE GTC

1. The scope of the GTC shall include the legal relationship between the Issuer and the User.
2. The present GTC shall be for an indefinite term, but maximum until the end of the expiry date of the card.
3. The User acknowledges that the Issuer may amend the present GTC unilaterally. Amendments of the GTC shall enter into effect and force upon their publication on the website. By using the card, the User accepts the provisions of the GTC as binding upon himself/herself.

III. THE CREATION OF THE LEGAL RELATIONSHIP

1. The User acknowledges that a legal relationship is entered by and between him/her and the Issuer at the time when any amount is first added to the balance and the card is used.
2. The User may only receive the card as a citizen of the University of Debrecen. In this case, the card is personalised with a photograph of its holder on it, and in addition to the payment function, it also entitles the User to certain rights granted by the University of Debrecen.
3. By using the payment function, the User expressly consents to the Issuer using his/her identification data related to the card in its own area of operation, and expressly prohibits the disclosure of his/her personal data and data pertaining to his/her purchases by third parties, except to the extent obligations of data processors are prescribed by law.
4. The Issuer may also issue anonymous cards with only the payment function and rights granted by the Issuer.
5. The card shall be valid from the time when received by the User, and it may be used after any amount is added to the balance.
6. The User acknowledges that the operator of the system may also issue anonymous cards at occasional events (festivals, thematic days), which only entitles its holder to the use of the payment system and which expiry on the last day of the calendar month following the month of the event concerned. The card deposit to be paid for these cards shall be refunded to their holders in full at the site of the event when the card is returned without any damage. Any balance remaining on the card shall also be refunded after the deduction of a 5% processing fee.

IV. REGISTRATION

1. The card may also be used without registration; however, registering the card enhances the security of its use, because stolen or lost cards may only be disabled if the card was registered previously. The registration of anonymous cards shall be deleted 168 hours after their return.
2. The card must only be registered once, and the registration shall be valid for all acceptance points.
3. The Issuer sets forth that in case the User loses his/her non-registered card, then anyone finding the card may use it up to the balance of the card, since the card cannot be disabled.
4. The card is issued for a specific name, and it is not transferable.
5. Registration into the card management system is possible on the n www.unipass.hu website or in the UniPass mobile application. The purpose of the data controlling is the logging of the transactions with the cards. After registering on the website, it is possible to register the card by entering and saving the card data shown on the website. Users who have registered in the above manner may – after the allocation of the card data with the User – check the use of the cards.

V. ADDING TO THE CARD BALANCE

1. The balance of the card shall be kept in Hungarian forints (HUF). Any amount may be added to the balance (topping up); however, the maximum amount of the balance may not exceed HUF 100,000. Purchase transactions with the card are possible in any amount up to the available balance. The balance of the card may be topped up at any time.
2. In case of events and in the daily operation, adding to the balance of the card is possible at the topping up points published on the UniPass website, as well as on the www.unipass.hu website and via the UniPass mobile application.
3. Topping up using a bank card:

The balance of the card may be topped up in any amount using a bank card; the maximum card balance, however, is also HUF 100,000 in this case. Purchase transactions using the UniPass card are free from any handling charges.

4. Online topping up:

The balance of registered cards may also be topped up online with the use of a bank card, in any amount. Online topping up is possible on the web-based system of OTP Bank Nyrt.

After logging in, the option for topping up the balance is available by clicking on the “Online topping up” button next to the given card. The maximum card balance is also HUF 100,000 in this case. After online topping up, the balance of the card cannot be refunded within 168 hours after the topping up.

VI. RETURNING AND REPLACING THE CARD, BALANCE TRANSFER

1. The refunding of the balance of the personalised card may be requested at the end of semesters (typically at the end of the semester when the status of the card holder as a citizen of the university ends) or when the payment function of the card is terminated.

The available balance of the card, rounded to the closest number dividable by 5, may be refunded after the deduction of a 5% processing fee. An outgoing cash slip shall be issued to the User on the refunding transaction.

If the card is not cancelled by its holder, the balance will NOT be available beyond 180 days following the last transaction.

2. Place and date of card returning:

Debreceni Campus Nonprofit Közhasznú Kft. (4028 Debrecen, Laktanya u 3/D, MAIN CASHIER’S OFFICE, every Thursday from 2 a.m to 2 p.m. A prior appointment may also be arranged for other days by calling the +36 52 512 722 telephone number.

3. If the User loses his/her card, or the card is damaged in such a way that it can no longer be used, the User may request the issuance of a new card via the UniPass card system of the University of Debrecen, in accordance with the procedure and rules of card replacement described there.
4. The balance of a disabled card at the time of disabling may be transferred to the new card. The balance transfer may be done at the customer service.
5. In accordance with Section III/6, anonymous cards may not be returned.

VII. PURCHASE TRANSACTIONS

1. Purchases may be made with the use of the payment terminals installed at the acceptance points. The process of the purchase transaction:
 - a) the merchant enters the amount of the order/purchase into the cash register and the POS terminal;
 - b) the amount of the purchase transaction appears on the display of the card reader;
 - c) the User places his/her card near the reader, resulting in the transaction being completed;
 - d) the amount of the purchase is deducted from the balance of the card; if the balance is insufficient for the transaction, the User receives a message on the display of the reader.
2. If the transaction was accidentally for the wrong amount or it needs to be cancelled for any reason, the terminal has a cancel function. The cancellation may only be performed on the terminal that was used for the original transaction, and only in case it was the last transaction on the terminal.
3. In case of payment with the card, the display of the terminal shows the information on the purchase transaction, and no receipt is prepared. The use of the terminal does not replace the normal use of the cash register. If the User wishes to return the product purchased, such return may take place in accordance with the relevant provisions of law, with attention to the rules of consumer protection.

VIII. BALANCE CHECKING

1. The balance of the card may be checked at the time of making a purchase, at the topping up points and online. The User shall accept the database and records of the issuer as final and guiding concerning the balance of the card.
2. The User acknowledges that the balance of the card may be checked on the www.unipass.hu website, the card balance is for information purposes.

3. The User acknowledges and accepts that the cause of any difference may be that transactions are not always processed in the system in chronological order. Further, the processing of the data generated in the system requires time, and therefore, the actual balance of the card and the balance shown on the website may show a difference within one day.

IX. DISABLING THE CARD

Disabling the card is possible in accordance with the rules of the UniPass card system operated by the University of Debrecen, after logging in at the www.unipass.hu website, under the “Card” menu item.

Debrecen, 19 March 2018