

Terms of Service - Charge Card

Cards from Chalmers Studentkårs Restaurang AB, mentioned as ChSRAB below, also includes additional outlets connected to ChSRAB's system.

The terms of service applies to ChSRAB's prepaid card (the Card) and regulates the relationship between ChSRAB and you as a user of the Card. When you charge the Card with money, or when you use the Card, you also accept the terms of service.

ChSRAB owns the right to change the terms of service. A change in the terms of service will apply to all usage of the Card happening after the change has been communicated to the user.

1 GENERAL INFORMATION ABOUT THE FUNCTION OF THE CARD

The Card is a prepaid card which is used in ChSRAB's restaurants, cafés and outlets as a payment for the purchase of meals, beverages and/or products. The Card may also be used for payment in those of ChSRAB's units which has been costumed to the card. The card is issued to the cardholder which is the person, buyer or other who will use the card. The card may only be used for purchases. The amount charged cannot be exchanged for cash.

2 WHERE THE CARD CAN BE USED

The Card can be used as a payment for meals, beverages, products and/or services at ChSRAB's restaurants, cafés and outlets (Outlets).

It may be that the card is not valid in certain Outlets and/or as a payment for certain products and services, for example lottery tickets.

3 VALUE (BALANCE)

The Card will be charged with a certain value – balance. Charging of the balance is paid crown by crown by the person charging the card or later on by the cardholder refilling the balance.

As the card is charged with a certain value the card equals a balance at ChSRAB with an amount corresponding to the value.

The value – or the balance – is determined in Swedish crowns and is valid for purchases for the price valid at the time of payment in the specific Outlet.

4 REFILLING THE CARD

The Card may, as mentioned, be refilled with an additional value. Refill can be done through internet or at the Outlets which has a technical ability to refill the card.

5 BONUS

When charging the Card – initially or by refilling the balance – over a set value limit – a certain bonus in the form of additional balance may be issued. If a bonus is issued it is determined as a specific percentage of the value limit and the card may then be used for purchases over the amount that has been charged. Each Outlet will decide if a bonus is to be issued. The outlet will also set the value limit to when a bonus is issued and decide which extra value will be given as a bonus. The bonus may therefore vary between different Outlets.

6 PURCHASES WITH THE CARD

A purchase with the Card is executed by handing over the card for registration at the Outlet in connection with a purchase or by quoting the card number in connection to purchases online. The registered amount will be withdrawn from the card's balance. A purchase does not have to be receipted in written and no pin code is used when the purchase is registered. The balance of the card will be deducted with the value of the purchase. The card cannot be charged with a higher value than the remaining balance at any given moment of purchase.

For purchases larger than 500 SEK a demonstration of an identification card will be demanded at the outlet.

When a purchase is carried through - certain limits, decided by each outlet, may concern.

When the payment is made through a vending machine there will be directions stated on the vending machine.

7 AUTHORISATION TO USE THE CARD

The Card is a personal method of payment which gives the right to the cardholder to utilize the balance. The Outlet has the right to trust that the person who presents the card is authorized to utilize the card's credit.

It is permitted to lend the card to another person but the balance of the card will be charged with payment even if the card is used by an unauthorized person. The card is a valuable document and it should always be kept safely.

If a misuse of the card is suspected, the cardholder ought to try to retake the card.

8 VALIDITY/CLOSURE OF THE CARD

The Card is valid 5 years from when the latest purchase is registered on the card. The card may be used and refilled unlimitedly. As long as the card is valid, it is not possible for the cardholder to cancel the card and demand a payout of the remaining credit.

When the card is no longer valid it may not be used as a method of payment. The remaining balance will then be lost for the cardholder. ChSRAB will not pay back a credit which has not been used.

ChSRAB may, with two months in advance, decide that it is no longer possible to refill the card. This will be communicated to the cardholder.

10 TO BLOCK A REGISTERED CARD

If the Card is lost ChSRAB shall, on demand from the registered cardholder, block the card. If the card is lost this shall be reported to ChSRAB.

As ChSRAB has received the report of the lost card and confirmed this report the cardholder is no longer responsible for amounts deducted from the card balance through unauthorized usage, provided the cardholder has not been acting incautious.

A card that has been reported lost is always blocked from further usage. When a registered card has been blocked, the registered cardholder may collect a new card. The new card will be refilled with the balance remained on the lost card at the time when ChSRAB received the report of the lost card, provided the cardholder has not been acting incautious.

11 INTEREST RATE

No interest will be paid based on the card balance.

12 LIMITATION OF LIABILITY

ChSRAB is not responsible for any harm due to Swedish or foreign legal decree, Swedish or foreign act of public authority, crisis, strike, blockade, boycott, lockout, fire, sabotage or other circumstances beyond ChSRAB's control.

The reservation regarding strike, blockade, boycott and lockout also applies even if ChSRAB is the object to, or undertakes, such action. If ChSRAB is prevented from fulfilling its obligations towards the cardholder due to the circumstances mentioned above, ChSRAB is entitled to procrastinate the fulfillment until the obstacle has ended.

ChSRAB is equally not obliged to, during other circumstances, compensate damage occurred if ChSRAB has been normally cautious. ChSRAB is not, during any circumstances, obliged to compensate for any indirect damage as long as ChSRAB has not been acting grossly negligent.

ChSRAB is not responsible for any damage due to loss of the card. ChSRAB is not responsible for damage due to the fact that a certain outlet does not accept the card or is no longer in business.

Even if ChSRAB has been acting incautious, ChSRAB does not take responsibility, if the cardholder due to insufficient functionality has not been able to use the card for payment and therefore has not been able to benefit from discounts/bonus/refund or other benefits.

13 COMPLAINTS

The Outlet which has provided the product or service paid with the Card answers to the customer according to what has been agreed and according to current legislation. Complaints regarding a product or service shall be directed to the outlet.

Complaints regarding deficient functionality of the card shall be directed to ChSRAB. Such complaint shall be communicated as soon as the cardholder has noticed, or should have noticed, the error.

14 DEFICIENT FUNCTIONALITY

If the payment cannot be carried through due to deficient functionality of the Card the customer may – if the card is registered – have the remaining balance transferred to a new card. The cardholder shall then hand back the old, nonfunctioning card.

15 GENERAL DATA PROTECTION REGULATION

We care about your integrity, we want you to feel confident when you share your personal data with us and we apply the current data protection law.

It is important to us that you are aware of how we will use your personal data, what we will use it for, who will be able to take part of it and under which circumstances you can take advantage of your rights.

We will use your personal information in order to fulfil our obligations to you as a customer. Our objective is to not process more personal data than we believe is necessary for the purpose and we always strive to use the least sensitive personal information.

Consent

When you register your card you also consent to us registering your personal data according to below information. If you charge your card in any of our cash desks it is possible to use your card without registering your personal data. If you choose not to register your card we will not be able to lock your card in case of loss.

What information?

When you register your card we will register your name and email address in our cash register system. We use your personal data in order to send you a receipt when you charge your card, to send you account statements, to lock your card in case you lose it and in order to communicate information that we believe will be of your interest (for example changed opening hours or new/changed units connected to the card).

We will not pass on personal data to any third party except from those authorities where we have a legal obligation to do so.

Who may access your personal data?

The personal data will only be processed by the employees who need access to the data in order to carry out the work related to our customer relation.

For how long will your information be saved?

The personal information will be kept for five years from the last time you used your Card.

16 METHOD OF PAYMENT/SECURITY

When you refill the Card online it is possible to pay with VISA or Mastercard. Your card has to be connected to Verified By VISA.

When you refill your card on ChSRAB's webpage all purchases are executed through a payment switch. We collaborate with NETS epayment www.nets.se, who through an encrypted web connection to your bank will control if your card is valid for purchases. No sensitive information regarding your bankcard is therefore given to ChSRAB. NETS guarantees that all security demands given by the banks are fulfilled, which means that your payment is handled safely.

17 APPLICABLE LAW, DISPUTES

Swedish law shall be applied regarding the terms for the Card. Swedish court of law has jurisdiction to examine eventual disputes regarding the card.