Terms and Conditions for use of M-Pass students, staff and guests

Any reference to us, we or our in these M-Pass terms and conditions is a reference to Monash University ("Monash" or "University").

Definitions

M-Pass Card  Your official Monash University identification card is called M-Pass. Your M-Pass card will contain your photo, name, student / staff number and a barcode for the library. Reference to M-Pass within these terms and conditions refers to your ID card.

M-Pass Account  An M-Pass card gives you access to your M-Pass online account. This account is used to store money to pay for printing, library fines and other goods and services on campus. Access to top up your online account or view your purchase activity is available via my.monash.

1. By using your M-Pass you agree to these terms and conditions:

   - For Student and Staff M-Pass, if we notify you of any changes to these terms and conditions, you accept these by continuing to use your M-Pass card after being notified.
   - For Guest M-Pass, you acknowledge that the latest terms and conditions set out on the M-Pass website at the time of your use of the M-Pass apply and that it is your responsibility to check the M-Pass website for any changes to the terms and conditions.

If any of the following terms and conditions are changed, we will provide at least 20 days’ notice before they take effect:

- imposing or increasing fees or charges for either issuing or replacing an M-Pass or for performing transactions
- increasing a user's liability for losses relating to transactions, or
- imposing, removing or changing a daily or other periodic limit on transactions or the use of the M-Pass.

Summary of M-Pass: Identity and stored value card

2. The M-Pass card is your official Monash University identification. Your card must be carried at all times within the University, and shown or surrendered on demand to authorised University Officers. Your M-Pass remains the property of the University and is not transferable. You are responsible for all use of the M-Pass and spending of any money stored in your M-Pass Account.

3. Your M-Pass card is not to be loaned to/used by anyone other than yourself as the authorised user of the card.

You can use your M-Pass card to:

- identify yourself on campus and at exams
- borrow from the library
- access secure buildings
- store money in an M-Pass account to pay for select University goods and services (such as printing, library fines and other items). Up-to-date information on where and how your card can be used is available on the M-Pass website.

There are three types of M-Pass:

- Student
- Staff
- Guest (A Guest is a card holder but not a staff member or student)

An M-Pass is valid for a limited duration:

Students: Your M-Pass is valid until the end of March in the year following your course completion.

Staff: Your M-Pass is valid while you have a valid employment contract with the University.

Guests: If you have a specific membership with the University your M-Pass will expire at the same time as your membership. For the general public your M-Pass will be valid if there is either credit on the card (e.g. for printing/library fines) or for the duration of your membership (e.g. access to sporting facilities). If your Guest card is not used for 12 months, a monthly administrative fee will be applied and the card may be cancelled (refer Clause 37).

Your M-Pass card is not a credit card, you are not allowed to have a negative balance and cash withdrawals or advances cannot be made.

3.1 Student M-Pass

To access student M-Pass you must be enrolled at Monash University with a valid Monash email address.

3.1.1 New students

You will get an M-Pass card as part of the enrolment process. If you miss your enrolment day, you can visit Monash Connect on your campus and they will create one for you.

3.1.2 Off-campus students

If you are an off-campus student you may need an M-Pass. To request an M-Pass:

- complete a M-Pass card request form
- attach a photograph (ensure it meets the dimensions on the form)
- provide a certified copy of another form of photo ID (driver licence, passport, etc.)
- mail or bring these to Monash Connect at any campus.

3.1.3 Expired cards

Your M-Pass will expire in March in the year following your course completion.

3.2 Staff M-Pass

To access a staff M-Pass you must be a current employee of the University and have a valid Monash email address.

You will get an M-Pass card as part of the induction process. You will need to visit Monash Connect on your campus for an M-Pass card to be created for you.

Version 1, 30 January 2017
3.3 Guest M-Pass

Guest M-Pass cards are available to purchase from self-service kiosks in the libraries on campus. You can also top up Guest cards at the kiosks using your credit or debit card (cash is not accepted). Charges for a Guest card are available on the M-Pass website.

3.3.1 No personal information will be held or stored on your Guest card.

3.3.2 We will not refund any unused funds on your Guest card.

4. Staff and students can access their M-Pass account either online or at the library kiosks using their M-Pass card. Guests can check their credit balance at the kiosk.

5. Online account: You can access your M-Pass online account portal using your username and password (students and staff only).

Printing

6. Students and staff can add credit to their M-Pass. Students can then use their M-Pass to pay for printing in the library and student computer labs. Printing costs will be automatically debited from your M-Pass account.

Guests who wish to print or copy in the libraries need to purchase a Guest card from the kiosk in the library. Credit on these cards can be topped up via a kiosk. Cash is not accepted.

M-Pass stored value account and topping up

7. Students and staff can add funds (known as topping up) to their M-Pass card using the online portal accessed via my.monash, self-service kiosks located in the libraries or at Monash Connect. Cash is not accepted.

8. A $5 minimum top up amount applies to all users. Family and friends can also load funds online to your M-Pass account, but they will not be able to use the account or see the balance of the account.

9. You can top up your M-Pass card using the following methods. Cash is not accepted.

<table>
<thead>
<tr>
<th>Your M-Pass online account (Login to my.monash)</th>
<th>At the kiosk in the Library</th>
<th>At Monash Connect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visa</td>
<td>Visa</td>
<td>Visa</td>
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<tr>
<td>MasterCard</td>
<td>MasterCard</td>
<td>MasterCard</td>
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<tr>
<td>Debit card</td>
<td>Debit card</td>
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</tbody>
</table>

Your M-Pass card is not a credit card. You are responsible for ensuring your account has enough credit available before making a purchase. If your M-Pass has a negative balance you must return it to a positive balance immediately, or risk having your account suspended. If your account is suspended, you will need to contact Monash Connect who will assist in determining the reason for the suspension.

10. The maximum value of a single M-Pass account top up is $500.

11. The maximum balance of your M-Pass account is $1,000. If you go over $1,000 your account may be frozen and we may refuse to allow further funds to be added to your M-Pass account. If your M-Pass account is frozen, please contact Monash Connect.

12. Monash University does not charge any transaction fees for using or adding funds to your M-Pass however some merchants may charge a transaction fee or require a minimum spend for transactions.

13. If you top up your M-Pass account with a credit card and you then charge back the transaction, we will remove the amount charged back to your M-Pass account. If this results in a negative balance you must return your account to a positive balance in accordance with clause 9.

14. You are wholly responsible for all purchases made using your M-Pass. We are authorised to deduct from your M-Pass account the value of any purchases made and fees and charges incurred using your M-Pass account. If your M-Pass is lost or stolen, please refer to clause 28.

15. If you are a student or staff member you can find your balance and transaction history information by logging onto the M-Pass account accessed via my.monash. The online M-Pass account is not available for Guest cards purchased from the kiosk. Guests can top-up and access their account balance at the kiosks.

Virtual wallets

16. Your M-Pass account may feature multiple virtual wallets which can be reserved for dedicated uses; for example, a virtual wallet for printing and copying can only be used to pay for printing and copying.

17. You cannot transfer balances between virtual wallets.

18. You cannot transfer balances from your M-Pass account to another user’s M-Pass account.

Refunds

19. Money stored in an M-Pass account is refundable only on the conditions outlined in clause 20 below. You are responsible for ensuring you do not store more credit in your M-Pass account than you need.

20. You can apply for a refund of funds stored in a staff or student M-Pass account in the following circumstances:

20.1 If you are a student, you can apply after graduation from Monash University or when you are no longer enrolled at Monash University.

20.2 If you are a staff member, you can apply for one refund per calendar year, or when your employment ends at Monash University.

20.3 Refunds can only be given for amounts over $25 and only for the entire remaining balance of your M-Pass account.

20.4 A $25 administration fee will be deducted from your balance when you request a refund.

20.5 Your refund will be mailed to you by cheque or by EFT. No cash refunds will be given under any circumstances.

Credits

21. We may add credits to your M-Pass account. For example, if you are allocated a print allowance by a faculty or school.

22. Credits are allocated, and remain in your M-Pass account, at our discretion – we may cancel credits at any time and without notice.

23. Credits may be allocated to particular virtual wallets and may be limited to certain uses. It is your responsibility to monitor the availability of credits on your account.

24. No refunds are given for credits that we have added to your account regardless of how they are used, cancelled, withdrawn or expired.
Security and damaged, lost or stolen cards

25. Keep your M-Pass safe and secure at all times – you should treat your M-Pass as you would treat cash. You must not allow others to borrow or use your M-Pass or provide them with your Monash username and password.

26. You are responsible for all use of your M-Pass card and account which occurs before you report your M-Pass lost. If either your M-Pass card has been lost or stolen or you believe the security of your M-Pass card or account has been compromised, you can deactivate your account by logging onto your online account or by notifying Monash Connect.

27. If you have any security concerns about your M-Pass account, including if you think another person knows your password or has accessed your account, you must:
   - immediately change your password in your account page accessed via my.monash
   - and/or deactivate your M-Pass account via the M-Pass online portal by selecting “Deactivate card”
   - and/or contact Monash Connect either in person or by phone during office hours. If you notify Monash Connect, your M-Pass will be frozen to prevent activity occurring on the card.

28. Lost or stolen M-Pass card

   28.1 If your M-Pass card has been lost or stolen you must:
       - report your M-Pass card as lost in your M-Pass account which is accessed through my.monash.
       - By selecting “Deactivate card” in the M-Pass account you will prevent unauthorised use of the credit on your M-Pass card.
       - contact Monash Connect either by phone, or in person during office hours, to request your M-Pass account be locked.
       By contacting Monash Connect to advise your M-Pass card has been lost or stolen, the following areas will be notified:
       - Library, to ensure books are not borrowed in your name, and
       - Security, to prevent unauthorised access to labs, computer rooms and any other secured part of the University to which you have access.

28.2 When your M-Pass account is deactivated this will prevent the ability for someone to use the card to purchase goods and services. Your M-Pass card can still be used for door access unless you request Monash Connect to freeze your account. Only Monash Connect can “Freeze” or “Unfreeze” a card. Accordingly, if your M-Pass card is lost or stolen and you have access to secured parts of the University including labs and computer rooms, you must notify Monash Connect.

28.3 If you find your lost M-Pass card before obtaining a replacement, you can have the deactivation placed on the M-Pass account removed either by:
   - selecting “Reactivate a card” on your M-Pass account, or
   - visiting Monash Connect, who can remove the deactivation.

29. If your M-Pass card has been lost, stolen or damaged, you can request a new card from Monash Connect. A fee applies for the replacement of an M-Pass (refer the M-Pass website) and you will need to bring photo ID such as your driver’s license or passport.

Your use of M-Pass

30. M-Pass cards remain the property of Monash University. We can inspect, lock or take possession of your M-Pass card at any time, without notice. You can only use your card with Monash University card readers and you must comply with all laws and regulations applicable to using your M-Pass. You must:
   - not punch a hole in the card, as this will damage the internal antenna within the card
   - take care of your M-Pass card, and avoid damaging it
   - not misuse, alter, tamper with or deface your M-Pass card.

31. You must not use your M-Pass if it is damaged or faulty. Notify Monash Connect as soon as possible if there is a problem with your card.

32. You must not sell, or offer to sell, your M-Pass card or access to your M-Pass account. You must not provide your M-Pass card or access to your M-Pass account to another person for any reason.

33. You must not attempt to discover, access or modify any software or data contained on the M-Pass card or other software or data that is part of the M-Pass system.

Privacy

34. Your personal information is handled in accordance with the requirements of the Privacy and Data Protection Act (Vic) 2014. For information about the handling of your personal information please refer to the appropriate privacy collection statement:
   - Students - the Student Privacy Collection Statement
   - Staff - the HR Privacy Collection Statement
   - all others - the Monash University Privacy Collection Statement.

See additional information about the handling of personal information at Monash University.

Cancellation and expiry

35. You can cancel your M-Pass account at any time by contacting Monash Connect.

36. We can cancel your M-Pass card and account at any time if we reasonably believe you have not complied with these terms and conditions or that your card and/or account has been compromised or is being used for wrongful or criminal purposes.

37. Credit on your Student M-Pass account will expire six (6) months after your Monash University enrolment ends or after twelve (12) months where no purchase has been made.

   Credit on your staff M-Pass account will expire after twelve (12) months of no use of the card to purchase goods and services.

   Credit on a Guest card will expire after twelve (12) months of inactivity of the card.

38. Access and services can be removed from your M-Pass at any time at the University’s discretion.

39. A monthly fee will be charged to all inactive M-Pass accounts. “Inactive” means that you have not loaded any new value onto your M-Pass account or used your M-Pass account for 12 months.
Liability  

40. All express or implied guarantees, warranties, representations not contained in these M-Pass terms and conditions are excluded to the extent permitted by law. We do not guarantee that the M-Pass system will operate without interruption or delay, or that we will be able to perform our obligations within particular timeframes.

41. Nothing in these M-Pass terms and conditions excludes anything imposed by any legislation, such as under the Australian Consumer Law, which cannot be lawfully excluded or limited. To the extent permitted by law, our liability under such a term is limited to our choice of one or more of the following:

41.1 in the case of goods, the replacement or repair of the goods, the supply of equivalent goods or payment of the cost of replacing the goods or of acquiring equivalent goods; or

41.2 in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

42. Except for such liability, and to the extent permitted by law:

42.1 our maximum total liability to you for any and all claims under or in connection with M-Pass, these terms and conditions, the website or any other aspect of the M-Pass system is limited to the total value loaded on your M-Pass account, and

42.2 we are not liable in any circumstances for special, indirect, consequential, incidental or punitive damages or damages for loss of profits, revenue, goodwill or anticipated savings.

These exclusions and limitations apply regardless of the cause of action or source of the relevant liability (including negligence), and whether based on fundamental breach of contract or otherwise, and whether or not the relevant loss or damage was reasonably foreseeable.

43. Our liability is reduced to the extent that the relevant loss or liability is caused or contributed to by you or a third party.

44. We are not responsible or liable for events or circumstances beyond our reasonable control.

General  

45. These M-Pass terms and conditions are governed by the laws of Victoria. You and we submit to the exclusive jurisdiction of the courts of Victoria.

If any part of these M-Pass terms and conditions is invalid or unenforceable, that portion is to be read down or severed to the extent necessary without affecting the validity or enforceability of remaining provisions. The words “including”, “such as”, “for example” and similar expressions are not words of limitation. In the absence of manifest error, our records are conclusive. The headings used in these M-Pass terms and conditions are for convenience of reference only and are not to affect the construction of these terms, or to be taken into consideration in interpreting these terms.

46. We may at any time terminate the M-Pass system in whole or in part including cancelling all or particular groups of M-Pass accounts and suspending or reclaiming all M-Pass cards. Before we do so, we may take steps that we consider reasonable to reduce the adverse impact of termination on M-Pass account holders, which may include (without limitation) one or more of the following:

46.1 providing a reasonable opportunity to use your outstanding balance;

46.2 providing a reasonable opportunity to transfer that balance to an alternative facility; and/or

46.3 providing a reasonable opportunity to apply for a refund.

47. We may assign, novate or otherwise deal with all or any part of our rights, remedies, powers or obligations under these M-Pass terms and conditions to a third party without your consent in any circumstance, for example without limitation, if a third party will operate M-Pass. You may not assign, sublicense or otherwise deal with any of your rights under these M-Pass terms and conditions.

Contacting us  

48. Our contact details and locations are available on the Monash website and at Monash Connect.

49. For enquiries or complaints please contact Monash Connect. Information about complaints can be found on the complaints, contact and advice webpage.