

e-Checks
Terms and Conditions- Students and Employees

VERY IMPORTANT: e-Checks for Students and Employees **DOES NOT** change Payroll Direct Deposit (DD). To change Payroll DD, please contact Business Office at 508-213-2284.

TERMS AND CONDITIONS: (A copy of these TERMS and a complete description of the e-Checks program may be found at www.Nichols.edu/administration/policies under Business Office.

1. General. These terms and conditions govern the use of the e-Checks service (the “Service”) provided by Nichols College (“the College”). These Terms and Conditions apply to all users. By using the Service, you are agreeing to these Terms and Conditions without reservation, qualification, limitation, or amendment.
2. Communication. All official communication regarding e-Checks from the College to you will be via your NICHOLS COLLEGE E-MAIL ACCOUNT. You are responsible for monitoring your e-mail.
3. Authorization of Deposit. You hereby authorize the College to deposit any amount due to you from the College into the account (the “Account”) you specified until you, and you alone, discontinue the Service by deleting your bank information on WebAdvisor.
4. Deposits in Error. You hereby agree to promptly repay the College for any deposit amount to your account made in error (e.g. double payment of refund or reimbursement.) You will be notified of such errors (via e-mail) and you agree to make immediate reimbursement unless other repayment terms are mutually agreed upon (e.g. charge back to account.)
5. Timing of Electronic Transfers. You understand that the deposits made may not appear in your Account until the next scheduled business day after payment is made.
6. User’s Responsibility of Due Care. You warrant and represent to College that you will regularly and promptly review all transactions on your Account and promptly report to the College any irregularities involving transfers made to or from the College. You further warrant and represent to College that you will keep your account information confidential and will not use the Service for any activity or purpose which is illegal or which might violate any College policy including those described in the Student or Employee handbook as appropriate.
7. Confidentiality. You agree that College may disclose information to third parties about your use of the Service when: a) necessary for the opening or maintenance of your Account; b) necessary for the completion of transfers in connection with your use of the Service; c) required by law; or d) you so request or authorize.
8. Limitation of Liability. You agree that College shall have no liability to you or anyone claiming by or through you related to: a) the availability of funding in your Account; b) incomplete information provided to the College by either you or by others; c) interruptions of the Service; or d) any erroneous deposits or adjustments made by the College.

9. Change in Terms. You acknowledge that College may, at any time, change these Terms and Conditions. Changes will be posted on the website and the College will provide notification where legally required to do so, but when immediate changes are necessary for security purposes the College may change the Terms and Conditions without notice.

10. Termination. You agree that the College reserves the right to terminate your use of the Service at any time, with or without cause or notice, including, without limitation, upon the occurrence of any of the following: a) any unauthorized use of the Service; b) any misuse (illegal or otherwise) of the Service on your part; c) any party associated with the Account so requests; d) the existence of conflicting claims to funds in the Account; or e) your breach of any of these Terms and Conditions.

11. Limitations. You agree that you are personally responsible for your conduct while using the Service. You will hold neither College nor other parties involved with the maintenance or provision of the Service responsible for any direct, indirect, incidental, consequential or punitive damages arising out of use of the Service. College assumes no responsibility for nor will you hold College liable for any damages to, or any viruses which may affect, computers used to access the Service.