

## ND Marketplace E-Commerce Guidelines (v4.0)

### BACKGROUND

The ND Marketplace provides campus organizations with a secure and cost-effective way to extend their business operations to the World Wide Web. It was created not only to be an e-commerce service provider, but also an entity responsible for identifying, addressing, and resolving areas of concern relating to e-commerce within the Notre Dame community.

### STOREFRONT APPROVAL

In compliance with Notre Dame's policies governing e-commerce and credit card acceptance, ND Marketplace systematically involves the stakeholders specified through the Credit Card Support Program (CCSP) Operational Oversight Committee. Sign-offs from an Officer-level sponsor and the Vice Presidents for Business Operations and Finance are required prior to the launch of any new storefront.

### ACCEPTABLE ACTIVITY

Only pre-approved e-commerce activities will be conducted through ND Marketplace. Specifically, only the business activity specified in the Activity Brief will be conducted. Significant changes to goods, services, or activities (e.g. addition of new product categories, changes in use of University trademarks, changes in supplier, *et al.*) which occur subsequent to approval of the project as originally described will be brought to the attention of the Operational Oversight Committee through the ND Marketplace Manager.

No e-commerce activity will be used for personal gain or in any manner that is deemed unethical<sup>1</sup>.

Proscribed or unapproved activities are subject to suspension and will be discontinued upon notification or terminated without notification.

### TRANSMISSION, STORAGE, AND USE OF INFORMATION

All relevant University policies will be honored. Of particular relevance are Notre Dame's [Payment Card and Information Security policies](#).

Only the information necessary to complete the business activity will be collected or stored. Personally identifiable information will be used only for the purpose of completing the business activity. It will not be shared with any third party for any purpose unless the customer is explicitly informed and allowed the option not to participate. All applicable federal and state laws concerning storage, retention, use, release, and destruction of data will be observed.

### SENSITIVE INFORMATION

ND Marketplace merchants, unless specifically approved and set up for virtual terminal use, will not collect or store full card numbers and/or security codes in any form unless entered directly into the e-commerce webpage by the customer themselves.

### UNIVERSITY PARTNERS

Orders and transactions will be processed through approved partners in keeping with University contracts. Documentation governing use of merchant accounts is provided by Moneris, Inc. at the time of acquisition. Please consult this documentation in order to ensure the appropriate management of your merchant account.

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<sup>1</sup> The University reserves the sole right to define "unethical" activity and to determine the appropriateness of e-commerce activities.



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### REQUIRED STATEMENTS

#### STATEMENTS AND DISCLAIMERS

Statements and disclaimers will be posted as indicated by General Counsel, including the ND Marketplace Privacy Policy. Furthermore, by participating in ND Marketplace you agree to observe the terms of all posted statements and disclaimers.

### CUSTOMER SERVICE

#### MINIMUM REQUIREMENT

At a minimum, all [federal, state, and local codes](#) regarding customer service and fulfillment will be observed.

Furthermore, the following practices will be observed: prompt and correct fulfillment of orders, prompt notification of the customer regarding any problems or delays with the order, and management of the customer relationship in a professional manner.

#### RETURNS, EXCHANGES, AND REFUNDS.

With regard to complaints and returns the following guidelines will be observed:

- prompt acknowledgement of consumer-billing complaints
- submission of complaint acknowledgements in writing to the consumer
- investigation of billing errors
- prompt posting of payments to a consumer's account
- the refund or credit of overpayments
- full refund to dissatisfied customers if a guarantee of customer satisfaction was made

Pursuant to these objectives and based upon industry standards, the following procedures are also recommended:

- For returns, most items (save those having explicitly stated restrictions and exceptions) may be returned for a full or partial refund, or store credit where applicable, within 30 days of the purchase or delivery of the item.
- In general, funds transferred in the sale of goods are refunded in the same manner (credit card, check, etc.) in which the good was originally purchased. Refunds, like returns, should be processed within 30 days of the purchase or delivery of an item.

#### WARRANTIES

Where a manufacturer's warranty is provided, a statement disclaiming responsibility for warranty fulfillment by the University of Notre Dame shall be made.

### SPONSORSHIPS AND ADVERTISING

Advertisements for non-University goods and/or services are prohibited within ND Marketplace.

### CHANGES TO GUIDELINES

The University has the right to update and change these guidelines at any time as needed. Continuation of e-Commerce activity constitutes acceptance of any changes. The latest version of the ND Marketplace Guidelines is available at [http://marketplace.nd.edu/documents/e-commerce\\_guidelines.pdf](http://marketplace.nd.edu/documents/e-commerce_guidelines.pdf).

### OTHER TERMS AND CONDITIONS

For further information, see the University's Responsible Use Policy, Copyright Compliance, Web Disclaimer, and Use of Marks protocols. By conducting e-commerce, the user agrees to and accepts all terms and conditions identified in this statement as well as the University's protocols.

Store Manager:

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Merchant Account Owner:

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