

Online Dining Account at Eckerd College

Terms & Conditions

Please read and acknowledge this Agreement before using Your online dining account with Bon Appetit Management Co. (the "Dining Account"). It contains the terms and conditions of the Dining Account linked to Your Dining Card. By adding value, registering for online account access and/or using Your Dining Account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Dining Account. Please read this agreement. The term of this contract begins when these terms are acknowledged and ends when the participant graduates or withdraws from Eckerd College, or the participant's Dining Account or Dining Card expires.

1 Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us and Our each mean Bon Appetit Management Co., operating as the food service provider at Eckerd College.
- c. Cardholder means an individual in whose name and for whose benefit a Dining Card is to be issued or has been issued.
- d. Contributor means an individual other than the Cardholder who loads value to a Dining Account for a Cardholder.
- e. Authorized Guest User means an individual designated by the Cardholder to have online account management privileges at the Card Program Website.
- f. Eckerd College means Eckerd College located in St. Petersburg, Florida.
- g. Service Provider means a third party contracted by Us that provides certain support and marketing services for Your Dining Account.
- h. Dining Card means the Official Eckerd College ID Card issued by Eckerd College to Cardholder.
- i. Dining Account means an account with pre-paid value that can be accessed using Your Dining Card. A Dining Card may have one or more accounts.
- j. Card Program Website means the Website containing information about the Dining Card Program.
- k. Web Account Care Center means the area of the Dining Card Program Website where Cardholders may login and manage their individual Dining Card and Dining Account (<https://eckerdcollege.campuscardcenter.com/>).
- l. Card Payment Service means a service whereby a Cardholder can access value associated with one or more Dining Accounts linked to his/her Dining Card.
- m. Registration means the electronic process used by Cardholder to set-up online Dining Account access at the Dining Card Program Website.
- n. Accepting Location means a point-of-sale location that is authorized to accept the Dining Account funds for the purchase of goods and services.
- o. Web User Account means the account that enables You to access and manage Your Dining Account via the Web Account Care Center.

2 Dining Card Description

Your Dining Card is a multiple function card that can be used for the following applications:

- a. Official Eckerd College Identification
- b. Access device for board plan accounts.
- c. Access device for one or more pre-paid Dining Accounts.

3 Eligibility

- a. You are an authorized student or staff member of Eckerd College.
- b. You have the following data on record with Us: First Name, Last Name, Date of Birth
- c. You are at least sixteen 16 years of age, if You are under 18 Your parent or legal guardian is responsible for reviewing and acknowledging these terms and conditions on Your behalf.
- d. You agree that You have read and understood this Agreement and that You will be bound by and will comply with all of its terms and conditions.

If You do not agree with all of these statements, You cannot activate and/or use the Dining Account feature of Your Dining Card.

4 Contact Information

If You have questions regarding Your Dining Card or Dining Account You may call 727-864-7808 or email baeckerd@cafebonappetit.com. You may also get support by visiting Our Website at Eckerd.cafebonappetit.com.

5 Card Accounts

Your Dining Card can be linked with and used to access value in pre-paid Dining Accounts. There is no credit card, credit account or deposit account associated with the Dining Card. Dining Account funds are aggregated in a bank account maintained by Us, Dining Card and Dining Account information are kept on computer systems maintained by the Service Providers contracted by Us. You agree and give Us permission to share Your personal information with such Service Providers to enable them to perform data processing required to provide these and other Dining Card related services.

We are not acting as a trustee, fiduciary or escrow with respect to value in Dining Accounts, but we are acting only as an agent and custodian. No interest, dividends or other earnings or return will be paid on any value loaded in Dining Accounts. Value associated with individual Cardholder Dining Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

** SPECIAL NOTE ON FLEX DOLLARS**

Flex Dollars is money that can be added to a student's Dining Card and works like a debit card (declining balance). We are not responsible for the administration of Flex Dollars. To add Flex Dollars to Your Dining Account, or for any questions regarding Flex Dollars, please contact our accounting department at 727-864-7808.

6 Registration

You can register for online account access to Your Dining Account at the Web Account Care Center (<https://eckerdcollege.campuscardcenter.com/>). In order to register Your Dining Account You must validate personal information, provide information from Your Dining Card, agree to these Dining Account Terms & Conditions, and create a Web User Account including a login and password.

You agree to provide true, accurate and complete registration information and to maintain and promptly update Your information as applicable. You agree not to impersonate any other person or use a name that You are not authorized to use. If any information You provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, We have the right to terminate Your use of the Service and We, Our agents, suppliers, and subcontractors have the right to recover from You any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

7 Password & Security

You should not reveal Your account login information or password(s) to anyone else. You must safeguard and protect the confidentiality of Your password to keep Your Dining Account secure. You will be responsible and liable for all instructions received at the Dining Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. We are not responsible for losses incurred by the Cardholders as the result of their misuse of passwords.

8 Unauthorized Use

If You use, or attempt to use Your Dining Card or the Card Payment Service for purposes other than permitted uses (i.e. making payments, managing Your

accounts), including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service. Your Dining Account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available.

9 Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Dining Account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from US in electronic form. Electronic Communications may be posted on the pages within the Dining Card Program Website and/or delivered to Your e-mail address. You may print a copy of any Communications and retain it for Your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not You have received or retrieved the Communication. We reserve the right but assume no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until You revoke Your consent by notifying Us in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, We will terminate Your right to use the Dining Account.

You agree to inspect Your electronic statements and to notify us of any erroneous, improper or unauthorized transactions. If Your electronic statement indicates transactions that You did not make, you agree to notify us immediately using the information of the Contact section of this agreement.

10 Correct Email and Mailing Address

You agree and warrant that You have access to the Internet and to a current functional personal email address. You have the sole responsibility for providing Us with a correct and operational email address. We will not be liable for any undelivered email communications or any costs You incur for maintaining Internet access and an email account. You must promptly notify Us of any change in Your email.

If Your mail or postal address changes, You must access the Web Account Care Center (<https://eckerdcollege.campuscardcenter.com/>) immediately and change Your address.

11 Using the Dining Account

You may use the Dining Card for the following purposes:

- Pay for goods and services at accepting locations on and around campus
- Obtain balances and review transaction activity online.
- Access telephone customer support.
- Add value to Dining Account using a check, credit card or debit card.

11.1 Multiple Accounts

Your Dining Card may be associated with multiple Accounts. Each Account has its own policies and rules pertaining to acceptance, online account access and funds loading. We reserve the right to restrict the use of Accounts to certain qualifying locations. When authorizing a Dining Card purchase We will search for funds across all of Your eligible Accounts in a specific order consistent with Our acceptance policies. You agree that We may use value from more than one account to complete a single purchase.

11.2 Dining Account Spending &-Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$750
Daily Self-Service Spend Limit	\$20
Minimum Value Add	\$1.00
Maximum Value Add	\$3,000
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$750
Accepting Locations	All

12 Adding Value to Dining Accounts

You, Contributors and Authorized Guest Users may add value to select Dining Accounts at the Web Account Care Center (<https://eckerdcollege.campuscardcenter.com/>), subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional value to Dining Accounts, in Our sole discretion. If any transfer of value to a Dining Account becomes subject to any stop payment order or chargeback after value has been credited to the Dining Account, We will be entitled to recover the full amount of the stopped or charged-back payment plus any applicable fees by deducting an equivalent amount from the Dining Account.

12.1 Value Availability

Credit Card, Debit Card, Check and Cash Payments will be made available to the Cardholder on the same business day as the payment is received.

12.2 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your Dining Account via the Dining Card Program Website without logging-in to Your account by entering unique personal information, then following prompts on the web site. You acknowledge and agree that Contributors may add value in this manner.

12.3 Saved Payment Methods

You and Authorized Guest Users may save payment methods on file for convenient future use. If a saved Payment Method is determined to be invalid for any reason We will notify You and ask that You update the payment method information. We reserve the right to remove invalid or expired cards from Your account at Our discretion. You or Authorized Guest Users may edit saved payment methods at any time at the Web Account Care Center.

12.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your Dining Account on a recurring basis using a payment method saved on file. You or Authorized Guest Users may edit or delete these instructions at any time at the Web Account Care Center.

13 Making Purchases with Dining Card

You must have sufficient value available in Your Dining Account to pay for each transaction. Each time You use Your Dining Account, the amount of the transaction will be debited from the Account. You may not spend more value than You have on any given Account. Should Your purchase amount exceed the remaining balance in Your Dining Account, You are responsible for providing a secondary form of payment to complete the transaction.

14 Dining Account Receipts

You agree to sign a receipt for any transaction made with Your Dining Account where requested by the accepting location. You may not receive a receipt at dining halls and certain self-service locations such as vending, laundry and copy machines.

15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible Dining Account, the transaction will be declined. For self-service transactions, Your account must have a balance at least as high as the highest priced item available for sale at the self-service location. Your account will be charged only the amount of the purchase actually selected; however Your transaction history may temporarily show the transaction at the higher amount. If, for any reason, a transaction is processed for more than the value in the Dining Account, You are liable for that entire amount and agree to pay any overdraft immediately on demand. We reserve the right to (i) automatically debit such overdrafts from any available value present now or in the future on this Dining Account or any other account or Payment Methods You have on file with Us or at Eckerd College, or (ii) suspend Your Dining Account until payment on negative account is made in whole. All financial obligations for tuition, room, board, fees and other costs and charges of a student to all departments or enterprises of the College must be satisfied in full before the student will be permitted to receive transcripts, to receive a diploma, or register for or enter classes in any succeeding term.

If any funds to which You are not legally entitled are credited to Your Account by mistake or otherwise, You agree that such amounts are debts owing from You to Us and You authorize Us to deduct such amounts from Your Account to the extent permitted by law. You authorize Us to take this action without Notice or demand to You.

16 Loyalty and Discount Programs

From time to time, We may, at Our sole discretion, offer loyalty and discount programs that allow You to accumulate and receive benefits, awards and discounts from accepting locations. You agree that Your Dining Account use with individual locations may be tracked and recorded by us so that You may participate and benefit from these programs.

17 Lost or Stolen Dining Cards

You agree to notify us immediately if (i) Your Dining Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Dining Account without Your permission. You may be responsible for the unauthorized use of the Dining Account if You fail to notify Us that the Dining Card has been lost or stolen. You can suspend Your Dining Account at the Web Account Care Center (<https://eckerdcollege.campuscardcenter.com/>) or by calling us at 727-864-7808. When Your Dining Card has been reported lost or stolen, We will suspend the Dining Account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$50.00.

17.1 Re-Activating Dining Account

If You find Your Dining Card after it has been reported lost, You may re-activate the Dining Account if (i) the re-activate request is received within two days of the card being suspended and (ii) a new card has not been issued. You can re-activate Your Dining Account at the Web Account Care Center.

18 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Dining Account with the merchant or location that accepted the Dining Card.

19 Error Resolution

If You think Your statement or receipt is wrong or if You need more information about a transaction listed on Your statement or receipt, please contact us as soon as possible using the information in the Contact section of this agreement.

We must hear from You no later than 60 days after We made available the First electronic statement on which the problem or error appeared. When calling or notifying us You must:

- a. Include the account holder name and account number
- b. Describe the transaction in question and explain as clearly as possible the discrepancy.
- c. Indicate the dollar amount of the transaction.

If You make an oral request, We may require You to send the question in writing within 10 business days.

We will make best efforts to complete Our investigation within 10 business days after We hear from You and will correct any error promptly. However, We may take up to 45 days to investigate the discrepancy. If We take more than 10 days to investigate a problem, We will re-credit the account holder's account within 10 business days for the amount of the If the account holder is asked to put the discrepancy in writing and We do not receive it within 10 business days, We may not re-credit the account.

If We decide that there was no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents used in the investigation.

20 Account Refunds

Funds posted to your Dining Account are not refundable.

21 Inactivity

If You do not use or re-load a Dining Account for eighteen (18) consecutive calendar months, the Account will be considered inactive. If a Dining Account is inactive and has zero value it will be closed.

22 Unclaimed Property

If You do not use Your Dining Account for a period of one (1) year, it will be terminated. After the date of termination, We will use the information You provided to try to send You any funds that We are holding in custody for You. If that information is not correct, and We are unable to complete the payment to You, Your funds will be subject to applicable state laws regarding escheat of unclaimed property. You may also be charged an Account Closing Fee.

23 Service Fees

We will charge You the fees and charges set forth on the Schedule of Fees and Charges attached hereto and incorporated herein by reference. All fees and charges will be deducted automatically from the Dining Account balance at the time the fee or charge is incurred.

Returned Payment/Check	\$35.00/each
Card Replacement	\$50.00/Card

Fees are subject to change at Our sole discretion.

24 Cancellation; Suspension of Use

We and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Dining Card and/or Dining Account. We may refuse to issue a Dining Card or may revoke the Dining Card privileges with or without cause or notice. The Dining Card at all times remains the property of Us and may be repossessed by Us at any time. If You would like to cancel use of the Dining Card or Dining Accounts, You may do so by contacting Us by phone at 727-864-7808 or email at baeckerd@cafebonappetit.com. You may also get support by visiting Our Website at Eckerd.cafebonappetit.com. Upon cancellation of the Dining Card privileges, the Dining Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Dining Card. You agree to surrender the Dining Card to us upon request.

We reserve the right to assess an Account Closing Fee.

25 Liability for Failure to Make Transfers

If We do not complete a transfer to or from Your Dining Account within a reasonable period of time or in the correct amount according to Our agreement with You, We will be liable, to the extent permitted by state law, for Your losses or damages. However, there are some exceptions. We will not be liable, for instances including, but not limited to, the following:

- a. If, through no fault of Ours, You do not have enough money in Your account to make the transfer.
- b. If circumstances beyond Our control (such as fire or flood) prevent the transfer, despite reasonable precautions that We have taken.
- c. If, through no fault of Ours, there is a delay in transferring data between computer systems.
- d. If the terminal or system was not working properly and You knew about the breakdown when You started the transfer.
- e. If an accepting location refuses to honor the Dining Card.

26 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Dining Account or the transactions You make only:

- a. where it is necessary for completing transactions
- b. in order to comply with government agency or court orders
- c. if You give us Your written permission
- d. to carefully selected service providers who perform data processing, records management, collections, and other services for us, in order that they may perform those services.
- e. in order to prevent or investigate possible illegal activity
- f. in order to issue payment authorizations for transaction on the Dining Account; or
- g. where otherwise provided by law or Our privacy policy.

27 Changes in Terms and Conditions

We reserve the right to change the terms of this Agreement in Our sole discretion and from time to time. Any such change will generally be effective immediately without notice to You unless We are required by applicable law to provide You with advance written notice of the proposed change. In such instances, those changes will be effective immediately after We have provided You with the required advance written notice following the effective date stated in such notice. If, however, the change is made for security purposes, We will implement the change without any notice to You. If You do not accept any change to this Agreement, You have a right to terminate this Agreement in a manner provided for herein.