

# Ben's Bucks Terms & Conditions

Please read and acknowledge this Agreement before using your Ben's Bucks account. It contains the terms and conditions of the Ben's Bucks account linked to Your ID Card. By adding value, registering for online account access and/or using Your Ben's Bucks account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Ben's Bucks 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 Franklin & Marshall College (students), terminates employment (faculty/staff/employees) or the participant's ID Card expires (other individuals).

## 1 Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us and Our each mean Franklin & Marshall College.
- c. Cardholder means an individual in whose name and for whose benefit a ID Card is to be issued or has been issued by Franklin & Marshall College.
- d. Contributor means an individual other than the Cardholder who loads value to a Ben's Bucks 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. College means Franklin & Marshall College.
- g. Service Provider means a third party contracted by Franklin & Marshall College that provides certain support and marketing services for Your ID Card and Ben's Bucks account
- h. ID card means the Official Franklin & Marshall College ID Card issued by Franklin & Marshall College to Cardholder.
- i. Ben's Bucks account means an account with pre-paid value that can be accessed using Your ID Card. An ID card may have one or more accounts.
- j. Card Program Website means the Website containing information about the ID Card Program.
- k. Web Account Care Center means the area of the ID Card Program Website where Cardholders may login and manage their individual ID Card and Ben's Bucks account.
- l. Card Payment Service means a service whereby a Cardholder can access value associated with one or more Ben's Bucks account linked to his/her ID Card.
- m. Registration means the electronic process used by Cardholder to set-up online Ben's Bucks account access at the ID Card Program Website.
- n. Accepting Location means a point-of-sale location that is authorized to accept the Ben's Bucks account for the purchase of goods and services.
- o. Web User Account means the account that enables You to access and manage Your Ben's Bucks account via the Web Account Care Center.

## 2 ID Card Description

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

- a. Official Franklin & Marshall College Identification
- b. Access device for board plan accounts.
- c. Access device for one or more pre-paid Ben's Bucks accounts.

## 3 Eligibility

- a. You are an authorized member of Franklin & Marshall College.
- b. You have the following data on record with Franklin & Marshall College : 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 Ben's Bucks account feature of Your ID Card.

## 4 Contact Information

If You have questions regarding Your ID Card or Ben's Bucks You may call Franklin & Marshall College ID card service provider at 855-770-0600, or email [mycard@fandmbensbucks.com](mailto:mycard@fandmbensbucks.com). You may also get support by visiting Our Website at <http://www.fandmbensbucks.com/>

## 5 Card Accounts

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

Franklin & Marshall College is not acting as a trustee, fiduciary or escrow with respect to value in Ben's Bucks accounts, but is acting only as an agent and custodian. No interest, dividends or other earnings or return will be paid on any value loaded in Accounts. Value associated with individual Cardholder Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

## 6 Registration

You can register for online account access to Your Ben's Bucks account at the Web Account Care Center. In order to register Your Ben's Bucks account you must validate personal information, provide information from Your ID Card, agree to these Ben's Bucks 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, Franklin & Marshall College has the right to terminate Your use of the Service and Franklin & Marshall College, its 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 Ben's Bucks account secure. You will be responsible and liable for all instructions received at the ID Card Program Website that are accompanied by your password, regardless of whether those instructions actually come from you. Franklin & Marshall College is 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 ID 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 Ben's Bucks 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 Ben's Bucks account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Franklin & Marshall College in electronic form. Electronic Communications may be posted on the pages within the ID 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. Franklin & Marshall College reserves the right but assumes no obligation to provide Communications in paper format. Your consent to receive Communications electronically is valid until you revoke your consent by notifying Franklin & Marshall College in writing at the address in the Contact Section of these Terms & Conditions. If you revoke your consent to receive Communications electronically, Franklin & Marshall College will terminate your right to use the Ben's Bucks 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 Franklin & Marshall College with a correct and operational email address. Franklin & Marshall College 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 Franklin & Marshall College of any change in your email.

If your mail or postal address changes, you must access the Web Account Care Center immediately and change your address.

## 11 Using the Ben's Bucks account

You may use the ID 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 Ben's Bucks account using a check, credit card or debit card.

### 11.1 Multiple Accounts

Your ID 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 an ID 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 Ben's Bucks 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 Ben's Bucks accounts

You, Contributors and Authorized Guest Users may add value to select ID Card Accounts at the Web Account Care Center or by mail, subject to the limitations provided herein.

Terms & Conditions

We reserve the right to accept or reject any request to add additional value to ID Card Accounts, in Our sole discretion. If any transfer of value to a Ben's Bucks account becomes subject to any stop payment order or chargeback after value has been credited to the Ben's Bucks 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 Ben's Bucks 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 Ben's Bucks account via the ID 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 Ben's Bucks 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 <Insert Account Name>

You must have sufficient value available in Your Ben's Bucks account to pay for each transaction. Each time you use Your Ben's Bucks 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 Ben's Bucks account, you are responsible for providing a secondary form of payment to complete the transaction.

## 14 Ben's Bucks Receipts

You agree to sign a receipt for any transaction made with Your Ben's Bucks 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 Ben's Bucks 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 Ben's Bucks 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 Ben's Bucks account or any other ID Card Accounts or Payment Methods You have on file at Franklin & Marshall College, (ii) suspend Your Ben's Bucks 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 Ben's Bucks 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 ID Cards

You agree to notify us immediately if (is) Your ID Card has been lost or stolen or (ii) you believe someone has made a purchase using Your Ben's Bucks account without your permission. You may be responsible for the unauthorized use of the Ben's Bucks account if You fail to notify Us that the ID Card has been lost or stolen. You can suspend Your Ben's Bucks account at the Web Account Care Center or by calling us at xxx-xxx-xxxx or by contacting <Insert Department Name>. When Your ID Card has been reported lost or stolen, we will suspend the Ben's Bucks account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$xx.

### 17.1 Re-Activating Ben's Bucks account

If you find Your ID Card after it has been reported lost, you may re-activate the Ben's Bucks 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 Ben's Bucks account at the Web Account Care Center.

## 18 Disputes>Returns

You agree to work to resolve all disputes about purchases made using the Ben's Bucks account with the merchant or location that accepted the ID Card. If you are entitled to a refund for any reason for goods or services obtained with the Ben's Bucks account, you agree to accept credits to the Ben's Bucks account in place of cash.

## 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:

- Include the account holder name and account number
- Describe the transaction in question and explain as clearly as possible the discrepancy.
- 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

Eligible refunds are processed upon request and will be completed within 4-6 weeks of a written request. Refund requests must be submitted in writing to: Franklin & Marshall College Department to Approve Contact information

### 1. Refund To You:

- You may request a refund of your Ben's Bucks account balance when you graduate, withdraw or leave Franklin & Marshall College. Proof of withdrawal or dismissal is required.
- Refund requests from faculty and staff are accepted at any time but limited to a total of 4 refunds per year.
- Refunds are processed when:
  - The accounts balance is \$15.01 or more AND
  - A written refund request is submitted
- A \$15.00 refund service fee will be deducted from the refund.
- No refunds will be issued for amounts less than \$15
- Refund Methods:
  - Checks: Refund checks will be mailed to your mailing address on file unless a specific address is provided with the refund request. We are not responsible for lost or misdirected mail, or for Your failure to notify Us of a change of address, or for Your failure to arrange mail forwarding with the United States Postal Service;
  - ACH: Refund will be posted to the bank account provided. A valid routing and account number will be required.
  - Student Bill: Refund will be posted as a credit to your student bill.
  - Credit Card: If a credit card was used to add value to Ben's Bucks the refund can be posted to the same credit card if: 1. the add value was performed within the last 6 months and 2. Refund amount is less than last add value transaction.

### 2. Bequest to another Cardholder:

- You may initiate a bequest when you graduate, withdraw or leave Franklin & Marshall College. Proof of withdrawal or dismissal is required.
- Bequests from faculty and staff are accepted at any time.
- Bequests are processed when:
  - The account balance is \$15.01 or more AND
  - A written refund request is submitted.

## 21 Inactivity

If you do not use or re-load a Ben's Bucks account for eighteen (18) consecutive calendar months, the Account will be considered inactive and you may be charged a monthly Inactivity Fee. If a Ben's Bucks account is inactive and has zero value it will be closed.

## 22 Unclaimed Property

If you do not use Your Ben's Bucks 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 Ben's Bucks balance at the time the fee or charge is incurred.

Returned Payment/Check	\$35.00/each
Card Replacement	\$15.00/Card
Inactive Account Fee	\$5.00/month
Account Closing Fee	\$15.00/account
Paper Statement Fee	\$15.00/statement
Account Refund Fee	\$15.00/refund

Fees are subject to change at our sole discretion.

## **24 Cancellation; Suspension of Use**

Franklin & Marshall College and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel your use of the ID card and/or Ben's Bucks account. Franklin & Marshall College may refuse to issue an ID card or may revoke the ID card privileges with or without cause or notice. The ID card at all times remains the property of Franklin & Marshall College and may be repossessed by Franklin & Marshall College at any time. If you would like to cancel use of the Ben's Bucks, you may do so by contacting the Business Office at Franklin & Marshall College. You agree to surrender the ID 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 Ben's Bucks 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 his or her 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 ID Card

## **26 Disclosure of Account Information to Third Parties**

We will disclose information to third parties about Your Ben's Bucks 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 Ben's Bucks 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.