

The Bennington Card Terms & Conditions

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

1. Definitions

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

2. The Bennington Card Description

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

- a. Official Bennington College Identification.
- b. Access device for meal plan accounts.
- c. Access device for one or more pre-paid Bennington Card Accounts.
- d. Access device for various on-campus buildings (i.e. Meyer Rec Barn).
- e. Access device for on-campus laundry transactions.

3. Statement of Responsibility and Release for use of the Meyer Recreation Facility

You agree to assume full responsibility for Your activities in the Meyer Recreation Facility. You will consult with Your own physician as to whether You can participate in exercise activity safely (this includes the risk of heart attack, stroke, and orthopedic problems, both known and currently unknown to You). You agree to always check equipment for defects prior to use and to notify staff immediately if any such defects are found. You will not enter into

activities that are beyond Your capabilities. You are also aware that participating in athletic activities and the use of athletic equipment presents risk, and You agree to assume personal responsibility and assume all risks.

You agree that the College (herein refers to College, its trustees, officers, employees, or agents) is not assuming any liabilities for injury, loss or damage to You or Your property resulting from or in connection with Your use of the facility. You acknowledge and agree that the College has no obligation with Your use of the facility. You hereby affirmatively release and waive any claims against the College for any injury, loss, or damage to Your person or property that occurs in connection with Your use of the facility and fully discharge the College from liability for any and all injury, loss or damage resulting from Your use of the facility.

4. Eligibility

- a. You are an authorized member of Bennington College.
- b. You have the following data on record with Bennington 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 Bennington Card Account feature of Your Bennington Card.

5. Contact Information

If You have questions regarding Your Bennington Card or Bennington Card Account You may email thebenningtoncard@bennington.edu, or call 877-505-3007. You may also get support by visiting Our Website at www.bennington.edu/benningtoncard.aspx.

6. Card Accounts

Your Bennington 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 Bennington Card. Bennington Card 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.

Bennington College is not acting as a trustee, fiduciary or escrow with respect to value in Bennington Card 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 are not insured by the Federal Deposit Insurance Corporation (FDIC).

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7. Registration

You can register for online account access to Your Bennington Card Account at the Web Account Care Center. In order to register Your Bennington Card Account You must validate personal information, provide information from Your Bennington Card, agree to these Bennington Card 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, Bennington College has the right to terminate Your use of the Service and Bennington 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.

8. 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 Bennington Card Account secure. You will be responsible and liable for all instructions received at the Bennington Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Bennington College is not responsible for losses incurred by the Cardholders as the result of the loss, theft, or misuse of passwords.

9. Unauthorized Use

If You use, or attempt to use Your Bennington Card or the Card Payment Service for purposes other than permitted uses (i.e. making payments, managing Your accounts, access to various campus buildings), including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service, Your Bennington Card Account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where applicable.

10. Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Bennington Card Account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Bennington College pertaining to Your Bennington Card in electronic form. Electronic Communications may be posted on the pages within the Bennington 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. Bennington 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 Bennington College us in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, Bennington College will terminate Your right to use the Bennington Card 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.

11. 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 Bennington College with a correct and operational email address.

Bennington 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 Bennington 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.

12. Using the Bennington Card Account

You may use the Bennington 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 Bennington Card Account using a check, credit card or debit card.

I. Multiple Accounts

Your Bennington 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 Bennington 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.

II. Bennington Card Account Spending &-Value Add Limits

Daily Spend Limit	\$750
Daily Self-Service Spend Limit	\$40
Minimum Value Add	\$1.00
Maximum Value Add	\$3,000
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$750
Accepting Locations	All

13. Adding Value to Bennington Card Accounts

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

We reserve the right to accept or reject any request to add additional value to Bennington Card Accounts, in Our sole discretion. If any transfer of value to a Bennington Card Account becomes subject to any stop payment order or chargeback after value has been credited to the Bennington Card 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 Bennington Card Account.

I. 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.

II. Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your Bennington Card Account via the Bennington 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.

III. 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.

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IV. Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your Bennington Card 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.

14. Making Purchases with Bennington Card

You must have sufficient value available in Your Bennington Card Account to pay for each transaction. Each time You use Your Bennington Card 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 Bennington Card Account, you are responsible for providing a secondary form of payment to complete the transaction.

15. Bennington Card Receipts

You agree to sign a receipt for any transaction made with Your Bennington Card 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.

16. Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible Bennington Card 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 Bennington Card 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 Bennington Card Account or any other Bennington Card Accounts or Payment Methods You have on file at Bennington College, (ii) suspend Your Bennington Card Account until payment on negative account is made in whole.

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.

17. 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 Bennington Card Account use with individual locations may be tracked and recorded by us so that You may participate and benefit from these programs.

18. Lost or Stolen Bennington Cards

You agree to notify us immediately if (i) Your Bennington Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Bennington Card Account without Your permission. You may be responsible for the unauthorized use of the Bennington Card Account if You fail to notify Us that the Bennington Card has been lost or stolen. You can suspend Your Bennington Card Account at the Web Account Care Center or by calling us at 877-505-3007 or by contacting the Business Office. When Your Bennington Card has been reported lost or stolen, We will suspend the Bennington Card Account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$15.

I. Re-Activating Bennington Card Account

If You find Your Bennington Card after it has been reported lost, You may re-activate the Bennington Card 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 Bennington Card Account at the Web Account Care Center.

19. Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Bennington Card Account with the merchant or location that accepted the Bennington Card. If You are entitled to a refund for any reason for goods or services obtained with the Bennington Card Account, You agree to accept credits to the Bennington Card Account in place of cash. Bennington College is not a party to any transaction with any merchant other than the College and is not responsible for resolving any disputes between You and any such merchant or for providing a refund to Your Card in the case of such dispute.

20. 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. 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.

21. 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:

Bennington College Business Office
One College Drive
Bennington, VT 05201

- a. Refund To You:
 - 1) You may request a refund of Your Bennington Card Account balance at the end of term; when you graduate or withdraw from Bennington College; or by exception as approved by the Dean of Students. Proof of withdrawal or dismissal is required.
 - 2) Refund requests from faculty and staff are accepted at any time but limited to a total of 4 refunds per year. A \$5.00 refund service fee will be deducted from the refund. Account balance must be \$5.01 or more. No refunds will be issued for amounts less than \$5.
 - 3) Refunds processed at the end of term for returning students are accessed a \$5.00 refund service fee that will be deducted from the refund. Account balance must be \$5.01 or more. No refunds will be issued for amounts less than \$5.

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- 4) Refunds processed for students graduating, withdrawing, or not returning to Bennington College are not accessed a refund service fee.
- 5) Refund Methods:
 - i. 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.
 - ii. Student Bill: Refund will be posted as a credit to Your student bill.
 - iii. Credit Card: If a credit card was used to add value to Bennington Card the refund can be posted to the same credit card if the add value was performed within the last 6 months and if the refund amount is less than last add value transaction.
- b. Bequest to another Cardholder:
 - 1) You may initiate a bequest when you graduate, withdraw or leave Bennington College. Proof of withdrawal or dismissal is required.
 - 2) Bequests from faculty and staff are accepted at any time.
 - 3) Bequests are processed when a written bequest request is submitted.

22. Inactivity

If You do not use or re-load a Bennington Card Account for twelve (12) consecutive calendar months, the Account will be considered inactive and You may be charged a monthly Inactivity Fee. If a Bennington Card Account is inactive and has zero value it will be closed.

23. Unclaimed Property

If You do not use Your Bennington Card Account for a period of eighteen (18) consecutive months, 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, at three (3) years Your funds will be subject to applicable state laws regarding escheat of unclaimed property. You may also be charged an Account Closing Fee.

24. 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 Bennington Card balance at the time the fee or charge is incurred. Fees are subject to change at our sole discretion.

Returned Payment/Check	\$35.00/each
Card Replacement	\$15.00/Card
Inactive Account Fee	\$5.00/month
Paper Statement Fee	\$15.00/statement
Account Refund Fee	\$5.00/refund (not applicable to students graduating, withdrawing, or not returning to Bennington College)

25. Cancellation/Suspension of Use

Bennington College and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Bennington Card and/or Bennington Card Account. Bennington College may refuse to issue a Bennington Card or may revoke the Bennington Card privileges with or without cause or notice. The Bennington Card at all times remains the property of Bennington College and may be repossessed by Bennington College at any time. If You would like to cancel use of the Bennington Card or Bennington Card Accounts, You may do so by contacting the Bennington College at thebenningtoncard@bennington.edu.

Upon cancellation of the Bennington Card privileges, the Bennington Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Bennington Card. You agree to surrender the Bennington Card to us upon request.

We reserve the right to assess an Account Closing Fee.

26. Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Bennington Card 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 direct 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 (including but not limited to 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 Bennington Card.
- f. For consequential or other indirect damages.

27. Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Bennington Card 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 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 Bennington Card Account; or
- g. where otherwise provided by law or Our privacy policy.

28. 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.