

CSUN Dining Terms & Conditions

Please read and acknowledge this Agreement before using your CSUN Dining account. It contains the terms and conditions of the CSUN Dining account linked to Your Campus Dining Card. By adding value, registering for online account access and/or using Your CSUN Dining account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the CSUN Dining account. Please read this agreement. The term of this contract begins when these terms are acknowledged (when you register your card) and ends when the participant's Campus Dining Card expires or is deactivated.

1 Definitions

- You and Your each mean the Cardholder.
- b. We, Us and Our each mean The University Corporation.
- c. Cardholder means an individual in whose name and for whose benefit a Campus Dining Card is to be issued or has been issued by The University Corporation.
- d. Contributor means an individual other than the Cardholder who loads value to a CSUN Dining account for a Cardholder.
- Authorized Guest User means an individual designated by the Cardholder to have online account management privileges at the Card Program Website.
- f. College means California State University Northridge.
- g. Service Provider means a third party contracted by The University Corporation that provides certain support and marketing services for Your Campus Dining Card and CSUN Dining account
- Campus Dining Card means the official Meal Plan and/or MataMoney Card issued by The University Corporation to Cardholder.
- CSUN Dining account means an account with pre-paid value that can be accessed using Your Campus Dining Card. A Campus Dining Card may have one or more accounts.
- Card Program Website means the Website containing information about the Campus Dining Card Program.
- k. Web Account Care Center means the area of the Campus Dining Card Program Website where Cardholders may log in and manage their individual Campus Dining Card and CSUN Dining account.
- Card Payment Service means a service whereby a Cardholder can access value associated with one or more CSUN Dining accounts linked to his/her Campus Dining Card.
- m. Registration means the electronic process used by Cardholder to set-up online CSUN Dining account access at the Campus Dining Card Program Website.
- Accepting Location means a point-of-sale location that is authorized to accept the CSUN Dining account for the purchase of goods and services.
- Web User Account means the account that enables You to access and manage Your CSUN Dining account via the Web Account Care Center.

2 Campus Dining Card Description

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

- a. Official The University Corporation Identification
- b. Access device for meal plan accounts.
- c. Access device for one or more pre-paid CSUN Dining accounts.

3 Eligibility

- You are at least sixteen (16) years of age, if you are under eighteen (18) your parent or legal guardian is responsible for reviewing and acknowledging these terms and conditions on your behalf.
- 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 CSUN Dining Account feature of Your Campus Dining Card.

4 Contact Information

If You have questions regarding Your Campus Dining Card or CSUN Dining account You may call 818-677-2655, or email mealplan@csun.edu. You may also get support by visiting Our Website at http://www.csun.edu/csundining.

5 Card Accounts

Your Campus Dining 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 Campus Dining Card. CSUN Dining account funds are aggregated in a bank account maintained by The University Corporation. Cardholder, Card and Account information are kept on computer systems maintained by The University Corporation and Service Providers contracted by The University Corporation. You agree and give The University Corporation 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.

The University Corporation is not acting as a trustee, fiduciary or escrow with respect to value in CSUN Dining 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).

6 Registration

You can register for online account access to Your CSUN Dining account at the Web Account Care Center. In order to register Your CSUN Dining account You must validate personal information, provide information from Your Campus Dining Card, agree to these CSUN 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, The University Corporation has the right to terminate Your use of the Service and The University Corporation, 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 CSUN Dining account secure. You will be responsible and liable for all instructions received at the Campus Dining Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. The University Corporation 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 Campus 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 CSUN 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 CSUN Dining account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from The University Corporation in electronic form. Electronic Communications may be posted on the pages within the Campus 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. The University Corporation 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 The University Corporation in writing at the address in the Contact Section of these Terms & Conditions. . If You revoke Your consent to receive Communications electronically, The University Corporation will terminate Your right to use the CSUN 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 The University Corporation with a correct and operational email address. The University Corporation shall 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 The University Corporation 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 CSUN Dining Account

You may use the Campus Dining Card for the following purposes:

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

11.1 Multiple Accounts

Your Campus 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 Campus 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 CSUN Dining Account Spending &-Value Add Limits

Account Rule	Limit
Daily Spend Limit	None
Daily Self-Service Spend Limit	None
Minimum Value Add (MataMoney)	\$5.00
Maximum Value Add (MataMoney)	\$300
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	None
Accepting Locations	All CSUN Dining
	Units

12 Adding Value to CSUN Dining Accounts

You, Contributors and Authorized Guest Users may add value to select Campus Dining 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 Campus Dining Card Accounts, in Our sole discretion. If any transfer of value to a CSUN Dining account becomes subject to any stop payment order or chargeback after value has been credited to the CSUN 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 CSUN 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 CSUN Dining account via the Campus 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 CSUN 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 CSUN Dining

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

14 CSUN Dining Receipts

You agree to sign a receipt for any transaction made with Your CSUN 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 CSUN 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 CSUN 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 CSUN Dining account or any other Campus Dining Card Accounts or Payment Methods You have on file at The University Corporation, (ii) suspend Your CSUN 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 CSUN 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 Campus Dining Cards

You agree to notify us immediately if (i) Your Campus Dining Card has been lost or stolen or (ii) You believe someone has made a purchase using Your CSUN Dining account without Your permission. You can suspend Your CSUN Dining account at the Web Account Care Center or by calling us at 818-677-2655 or by email at mean. When Your Campus Dining Card has been reported lost or stolen, We will suspend the CSUN Dining account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of Five Dollars (\$5.00). We are not responsible to replace any funds lost for the unauthorized use of the CSUN Dining account.

17.1 Re-Activating CSUN Dining Account

If You find Your Campus Dining Card after it has been reported lost, You may re-activate the CSUN Dining account if (i) the re-activate request is received within two (2) days of the card being suspended and (ii) a new card has not been issued. You can re-activate Your CSUN Dining account at the Web Account Care Center.

18 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the CSUN Dining account with the merchant or location that accepted the Campus Dining Card. If You are entitled to a refund for any reason for goods or services obtained with the CSUN Dining account, You agree to accept credits to the CSUN Dining account. No cash refunds will be made.

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 sixty (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.
- 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 ten (10) business days.

We will make best efforts to complete Our investigation within ten (10) business days after We hear from You and will correct any error promptly. However, We may take up to forty-five (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 ten (10) business days for the amount of the discrepancy. If the account holder is asked to put the

discrepancy in writing and We do not receive it within ten (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 (3) business days after We finish Our investigation. You may ask for copies of the documents used in the investigation.

20 Account Refunds

The University Corporation does not offer refunds for unused/unspent funds loaded onto campus dining cards.

- Any Dining Dollar funds remaining at the end of the academic year and/or the end of the Meal Plan contract period are forfeited by You.
- b. Any MataMoney funds remaining on an account that has been considered inactive will be forfeited.

21 Inactivity

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

22 Unclaimed Property

If You do not use Your CSUN Dining account for a period of eighteen (18) consecutive calendar months, it will be considered inactive and closed. Any funds remaining on an account that has been considered inactive will be forfeited.

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 CSUN Dining balance at the time the fee or charge is incurred.

Card Replacement

\$5.00/Card

All Fees are subject to change at our sole discretion.

24 Cancellation; Suspension of Use

The University Corporation and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Campus Dining Card and/or CSUN Dining account. The University Corporation may refuse to issue a Campus Dining Card or may revoke the Campus Dining Card privileges with or without cause or notice. The Campus Dining Card at all times remains the property of The University Corporation and may be repossessed by The University Corporation at any time. If You would like to cancel use of the Campus Dining Card or CSUN Dining accounts, You may do so by contacting the The University Corporation at mealplan@csun.edu. Upon cancellation of the Campus Dining Card privileges, the Campus Dining Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Campus Dining Card. You agree to surrender the Campus 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 CSUN 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 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.



- 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 Campus Dining Card.

26 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your CSUN 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 CSUN 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. Notice may be given electronically. 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.