

Yote Card Terms & Conditions

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

1 Definitions

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

2 Yote Card Description

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

- a. Official College of Idaho Identification
- b. Access device for board plan accounts.
- c. Access device for one or more pre-paid Dining Dollars Flexs.
- d. Building access
- e. Library access

3 Eligibility

- a. You are an authorized member of College of Idaho.
- b. You have the following data on record with College of Idaho: 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 Dollars Flex feature of Your Yote Card.

4 Contact Information

If You have questions regarding Your Yote Card or Dining Dollars Flex You may call 888-987-9968, email yotecard@collegeofidaho.edu or it@collegeofidaho.edu.

5 Card Accounts

Your Yote 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 Yote Card. Dining Dollars Flex 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.

College of Idaho is not acting as a trustee, fiduciary or escrow with respect to value in Dining Dollars Flexs, 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 Dining Dollars Flex at the Web Account Care Center. In order to register Your Dining Dollars Flex You must validate personal information, provide information from Your Yote Card, agree to these Dining Dollars Flex 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, College of Idaho has the right to terminate Your use of the Service and College of Idaho 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 Dining Dollars Flex secure. You will be responsible and liable for all instructions received at the Yote Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. College of Idaho 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 Yote 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 Dollars Flex 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 Yote Card account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from College of Idaho in electronic form. Electronic Communications may be posted on the pages within the Yote 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. College of Idaho 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 College of Idaho us in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, College of Idaho will terminate Your right to use the Dining Dollars Flex.

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 in 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 College of Idaho with a correct and operational email address. College of Idaho 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 College of Idaho 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 Dining Dollars Flex

You may use the Yote Card for the following purposes:

- a. 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.
- d. Add value to Dining Dollars Flex using a check, credit card or debit card.

11.1 Multiple Accounts

Your Yote 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 Yote 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 Dollars Flex Spending &-Value Add Limits

Account Rule	Limit
Minimum Value Add	\$5.00

12 Adding Value to Dining Dollars Flexs

You, Contributors and Authorized Guest Users may add value to select Dining Dollars Flexs 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 Dining Dollars Flexs, in Our sole discretion. If any transfer of value to a Dining Dollars Flex becomes subject to any stop payment order or chargeback after value has been credited to the Dining Dollars Flex, 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 Dollars Flex.

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 Dollars Flex via the Yote 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 Dollars Flex 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 the Yote Card

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

14 Yote Card Receipts

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

15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible Dining Dollars Flex, 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 Dollars Flex, 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 Yote Card account or any other Dining Dollars Flexs or Payment Methods You have on file at the College of Idaho (ii) suspend Your Yote Card 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 Dollars Flex 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 Yote Cards

You agree to notify us immediately if (i) Your Yote Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Dining Dollars Flex without Your permission. You may be responsible for the unauthorized use of the Yote Card account if You fail to notify Us that the Yote Card has been lost or stolen. You can suspend Your Yote Card account at the Web Account Care Center or by calling us at 888-987-9968 or by contacting Campus Safety. When Your Yote Card has been reported lost or stolen, We will suspend the Dining Dollars Flex to prevent unauthorized use. You may also request a replacement card. There is a card replacement fee which is determined by Campus Safety.

17.1 Re-Activating Dining Dollars Flex

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

18 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Dining Dollars Flex with the merchant or location that accepted the Yote Card. If You are entitled to a refund for any reason for goods or services obtained with the Dining Dollars Flex, You agree to accept credits to the Dining Dollars Flex 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:

- 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.

20 Account Refunds - Requested

Eligible refunds are processed upon request and will be completed within 7-14 days of a written request. Refund requests must be submitted in writing to:

College of Idaho
Attn: Business Office, Student Accounts Representative
2112 Cleveland Blvd
Caldwell, ID 83605-4432

Or emailed to yotecard@collegeofidaho.edu

Refund To You:

1. You may request a refund of your Dining Dollars Flex balance when you graduate, withdraw or leave College of Idaho. Proof of withdrawal or dismissal is required.
2. Refund requests from faculty and staff are accepted at any time.
3. Refunds are processed when:
 - a. The accounts balance is \$5.00 or more AND
 - b. A written refund request is submitted
4. No refunds will be issued for amounts less than \$5.00
5. Refund Methods:

- a. 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;
- b. Student Bill: Refund will be posted as a credit to Your student bill if there is an outstanding balance;

21 Account Refunds - Periodic

Students:

1. At the end of each academic year accounts will be reviewed. Balances remaining on cards for recently graduated students will be refunded provided the balance meets the refund limitations set forth in the prior section.
2. Balances and activity will be periodically reviewed to determine if there are students who are no longer in attendance, and balances will be refunded provided the balance meets the refund limitations set forth in the prior section.

Faculty/Staff:

Balances will be refunded upon separation from service provided the balance meets the refund limitations set forth in the prior section.

22 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 Yote Card balance at the time the fee or charge is incurred.

See the College of Idaho website, Cost of Attendance information for a list of fees. Fees are subject to change at our sole discretion.

23 Cancellation; Suspension of Use

College of Idaho and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Yote Card and/or Dining Dollars Flex. College of Idaho may refuse to issue a Yote Card or may revoke the Yote Card privileges with or without cause or notice. The Yote Card at all times remains the property of College of Idaho and may be repossessed by College of Idaho at any time. If You would like to cancel use of the Yote Card or Dining Dollars Flex, You may do so by contacting the College of Idaho in writing at Attn: Campus Safety, 2112 Cleveland Blvd, Caldwell, ID 83605-4432. Upon cancellation of the Yote Card privileges, the Yote Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Yote Card. You agree to surrender the Yote Card to us upon request.

We reserve the right to assess an Account Closing Fee.

24 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Dining Dollars Flex 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 Yote Card

25 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Dining Dollars Flex 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 Dollars Flex; or
- g. where otherwise provided by law or Our privacy policy.

26 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.