

Aramark At Lander University Dining Terms & Conditions

Please read and acknowledge this Agreement before using your Aramark At Lander University Dining account. It contains the terms and conditions of the Aramark At Lander University Dining account linked to Your Lander ID Card. By adding value, registering for online account access and/or using Your Aramark At Lander University Dining account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Aramark At Lander University Dining account. Please read this agreement. The term of this contract begins when these terms are acknowledged and ends when the participant graduates or withdraws from Lander University (students), terminates employment (faculty/staff/employees) or the participant's Lander ID Card expires (other individuals).

1 Definitions

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

2 Lander ID Card Description

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

- a. Official Lander University Identification
- b. Access device for board plan accounts.
- c. Access device for one or more pre-paid Aramark At Lander University Dining accounts.

3 Eligibility

- a. You are an authorized member of Lander University.
- b. You have the following data on record with Lander University : First Name, Last Name, Date of Birth
- c. You are at least thirteen 13 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 Aramark At Lander University Dining Account feature of Your Lander ID Card.

4 Contact Information

If You have questions regarding Your Lander ID Card or Aramark At Lander University Dining account You may call 864-388-8723, email dining@lander.edu or write to Campus Card Service Center, PO Box 1305, Doylestown, PA 18901-0117. You may also get support by visiting Our Website at <https://lander.campusdish.com/>.

5 Card Accounts

Your Lander 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 Lander ID Card. Aramark At Lander University Dining account funds are stored in an aggregate bank account maintained by the College. Cardmember, Card and Account information are kept on computer systems maintained by Service Providers contracted by the College. You agree and give the College permission to share your personal information with such Service Providers in order that they can perform data processing required to provide these and other Card related services.

Aramark At Lander University is not acting as a trustee, fiduciary or escrow with respect to value in Aramark At Lander University 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, and value associated with Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

6 Registration

You can register for online account access to Your Aramark At Lander University Dining account at the Web Account Care Center. In order to register Your Aramark At Lander University Dining account you will need to validate personal information, provide information from Your Lander ID Card, agree to these Aramark At Lander University 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, Aramark At Lander University has the right to terminate your use of the Service and Aramark At Lander University, 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 may 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 Aramark At Lander University Dining account secure. You will be responsible and liable for all instructions received at the Lander ID Card Program Website that are accompanied by your password, regardless of whether those instructions actually come from you. Aramark At Lander



University 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 Lander 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 Aramark At Lander University Dining account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available. Sharing of cards is not permitted.

9 Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Aramark At Lander University Dining account and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive all Communications from Aramark At Lander University in electronic form. Electronic Communications may be posted on the pages within the Lander 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. Aramark At Lander University 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 Aramark At Lander University of Your decision to do so by contacting us or by telephoning customer service. If you revoke your consent to receive Communications electronically, Aramark At Lander University will terminate your right to use the Aramark At Lander University 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, 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 Aramark At Lander University with a correct and operational email address. Aramark At Lander University 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 Aramark At Lander University 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 Aramark At Lander University Dining Account

You may use the Lander ID 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 Aramark At Lander University Dining account using a check, credit card or debit card.

11.1 Multiple Accounts

Your Lander 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 a Lander 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 Aramark At Lander University Dining Account Spending &-Value Add Limits

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

12 Adding Value to Aramark At Lander University Dining Accounts

You, Contributors and Authorized Guest Users may add value to select Lander ID 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 Lander ID Card Accounts, in our sole discretion. If any transfer of value to a Aramark At Lander University Dining account becomes subject to any stop payment order or chargeback after value has been credited to the Aramark At Lander University Dining account, we will be entitled to recover the full amount of the stopped or charged-back payment by deducting an equivalent amount from the Aramark At Lander University 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.

12.2 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your Aramark At Lander University Dining account via the Lander 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 the 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 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 Aramark At Lander University 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 Aramark At Lander University Dining

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



14 Aramark At Lander University Dining Receipts

You agree to sign a receipt for any transaction made with Your Aramark At Lander University Dining account where requested by the accepting location. You will receive a receipt for most transactions.

15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in your eligible Aramark At Lander University Dining account, the transaction will be declined. If, for any reason, a transaction is processed for more than the value in the Aramark At Lander University 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 Aramark At Lander University Dining account or any other Lander ID Card Accounts or Payment Methods You have on file at Aramark At Lander University , (ii) suspend Your Aramark At Lander University Dining account until payment on negative account is made in whole and (iii) 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.

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 Aramark At Lander University 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 Lander ID Cards

Tell Us AT ONCE if (i) Your Lander ID Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Aramark At Lander University Dining account without Your permission. You may be responsible for the unauthorized use of the Aramark At Lander University Dining account if you fail to notify Us that the Lander ID Card has been lost or stolen You can suspend Your Aramark At Lander University Dining account at the Web Account Care Center or by contacting University Police. When Your Lander ID Card has been reported lost or stolen, We will suspend the Aramark At Lander University Dining account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$15.

17.1 Re-Activating Aramark At Lander University Dining Account

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

18 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Aramark At Lander University Dining account with the merchant or location that accepted the Lander ID Card. If you are entitled to a refund for any reason for goods or services obtained with the Aramark At Lander University Dining account, you agree to accept credits to the Aramark At Lander University Dining 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 You can 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 an account holder makes an oral request, we may require that the account holder send the question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to investigate the discrepancy. If we decide to do this, we will re-credit the account holder's account within 10 business days for the amount of the discrepancy, so that the account holder will have use of the value during the time it takes us to complete our investigation. 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 End of Accounts

1. Student accounts do not roll over from semester to semester except voluntary Bearcat Bucks which roll from Fall to Spring. All student accounts are relinquished at the end of Spring semester.
2. Student block meal plans do not roll over at all.
3. Faculty and Staff meal swipes and Bearcat Bucks continue indefinitely or until separation from the University.
4. No meal plan refunds will be offered for any unused balances.

21 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 Aramark At Lander University Dining balance at the time the fee or charge is incurred.

Returned Payment/Check \$35.00/each

22 Cancellation; Suspension of Use

Aramark At Lander University and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel your use of the Lander ID Card and/or Aramark At Lander University Dining account. Lander University may refuse to issue a Lander ID Card or may revoke the Lander ID Card privileges with or without cause or notice. The Lander ID Card at all times remains the property of Lander University and may be repossessed by Lander University at any time. If you would like to cancel use of the Lander ID Card or Aramark At Lander University Dining accounts, you may do so by contacting the Aramark At Lander University in writing at Campus Card Service Center, PO Box 1305, Doylestown, PA 18901-0117. Upon cancellation of the Lander ID Card privileges, the Lander ID Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Lander ID Card. At all times, you shall surrender the Lander ID Card to us upon request.

We reserve the right to assess an Account Closing Fee.

23 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Aramark At Lander University 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 instance:

- 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 Lander ID Card

24 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Aramark At Lander University Dining account or the transactions you make:

- 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 Aramark At Lander University Dining account; or
- g. where otherwise provided by law or our privacy policy.