

## **MSM Meal Plan Terms & Conditions**

Please read and acknowledge this Agreement before using your MSM Meal Plan account. It contains the terms and conditions of the MSM Meal Plan account linked to Your Manhattan School of Music ID. By adding value, registering for online account access and/or using Your MSM Meal Plan account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the MSM Meal Plan account. Please read this agreement. The term of this contract begins when these terms are acknowledged and ends when the participant's MSM Meal Plan is used or expires.

### **1 Definitions**

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

### **2 MSM Meal Plan Description**

Your MSM Meal Plan is a multiple function device that can be used for the following applications:

- a. Official Manhattan School of Music Identification.
- b. Access device for your pre-paid MSM Meal Plan account.

### **3 Eligibility**

- a. You are an authorized member of Manhattan School of Music.
- b. You have the following data on record with Manhattan School of Music: 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 MSM Meal Plan Account feature of Your MSM Meal Plan.

### **4 Contact Information**

If You have questions regarding Your MSM Meal Plan or MSM Meal Plan account, You may call 917-493-4465 or email lbennett@msmny.edu. You may also get support by visiting Our website.

### **5 Card Accounts**

Your MSM Meal Plan ID 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 MSM Meal Plan. MSM Meal Plan 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.

Manhattan School of Music is not acting as a trustee, fiduciary or escrow with respect to value in MSM Meal Plan 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 Meal Plan account at the Web Account Care Center. In order to register Your Meal Plan account You will need to validate personal information, provide information from Your MSM Meal Plan, agree to these MSM Meal Plan 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, Manhattan School of Music has the right to terminate Your use of the Service, and Manhattan School of Music, 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 Meal Plan account secure. You will be responsible and liable for all instructions received at the MSM Meal Plan Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Manhattan School of Music 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 MSM Meal Plan 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 MSM Meal Plan 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 MSM Meal Plan account and/or Your use of the Service ("Communications"), may be provided to You electronically, and You agree to receive all Communications from Manhattan School of Music in electronic form. Electronic Communications may be posted on the pages within the MSM Meal Plan 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. Manhattan School of Music 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 Manhattan School of Music of Your decision to do so by contacting us or by telephoning customer service. If You revoke Your consent to receive Communications electronically, Manhattan School of Music will terminate Your right to use the MSM Meal Plan 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 Manhattan School of Music with a correct and operational email address. Manhattan School of Music 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 Manhattan School of Music 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 MSM Meal Plan Account

You may use the MSM Meal Plan for the following purposes:

- Pay for food and beverages in the cafeteria.
- Obtain balances and review transaction activity online.
- Access telephone customer support.
- Add value to MSM Meal Plan account using a check, credit card or debit card.

### 11.1 MSM Meal Plan Account Spending &-Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$750
Daily Self-Service Spend Limit	\$20
Minimum Value Add	\$50
Maximum Value Add	\$3,000
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$750
Accepting Locations	All

## 12 Adding Value to MSM Meal Plan Accounts

You, Contributors and Authorized Guest Users may add value to select MSM Meal Plan 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 MSM Meal Plan Accounts, in Our sole discretion. If any transfer of value to a MSM Meal Plan account becomes subject to any stop payment order or chargeback after value has been credited to the MSM Meal Plan account, We will be entitled to recover the full amount of the stopped or charged-back

payment by deducting an equivalent amount from the MSM Meal Plan 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 MSM Meal Plan account via the MSM Meal Plan Program Website without logging-in to Your account by entering unique personal information, then following prompts on the website. 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 MSM Meal Plan 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 MSM Meal Plan

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

## 14 MSM Meal Plan Receipts

You agree to sign a receipt for any transaction made with Your MSM Meal Plan account where requested by the accepting location. You will receive a receipt for most transactions. You may not receive a receipt at certain self-service locations such as vending machines.

## 15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible MSM Meal Plan account, the transaction will be declined. If, for any reason, a transaction is processed for more than the value in the MSM Meal Plan 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 MSM Meal Plan account or any other MSM Meal Plan Accounts or Payment Methods You have on file at Manhattan School of Music, (ii) suspend Your MSM Meal Plan 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 MSM Meal Plan 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 MSM Meal Plans**

Tell Us AT ONCE if (i) Your MSM Meal Plan ID has been lost or stolen or (ii) You believe someone has made a purchase using Your MSM Meal Plan account without Your permission. You may be responsible for the unauthorized use of the MSM Meal Plan account if You fail to notify Us that the MSM Meal Plan ID has been lost or stolen. You can suspend Your MSM Meal Plan account at the Web Account Care Center or by calling us at 917-493-4465 or by contacting lbennett@msmny.edu. When Your MSM Meal Plan ID card has been reported lost or stolen, We will suspend the MSM Meal Plan account to prevent unauthorized use. You may also request a replacement card. There is a card replacement fee of \$45.

### **17.1 Re-Activating MSM Meal Plan Account**

If You find Your MSM Meal Plan ID after it has been reported lost, You may re-activate the MSM Meal Plan 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 MSM Meal Plan account at the Web Account Care Center.

## **18 Disputes/Returns**

You agree to work to resolve all disputes about purchases made using the MSM Meal Plan account with the merchant or location that accepted the MSM Meal Plan. If You are entitled to a refund for any reason for goods or services obtained with the MSM Meal Plan account, You agree to accept credits to the MSM Meal Plan 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 the cafeteria staff as soon as You can.

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 the cafeteria 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 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 MSM Meal Plan balance at the time the fee or charge is incurred.

Returned Payment/Check	\$35.00/each
Card Replacement	\$45.00/Card

## **21 Liability for Failure to Make Transfers**

If we do not complete a transfer to or from Your MSM Meal Plan 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 MSM Meal Plan.

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

We will disclose information to third parties about Your MSM Meal Plan 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 MSM Meal Plan account.
- g. where otherwise provided by law or Our privacy policy.