

# Market Money Terms & Conditions

Please read and acknowledge this Agreement before using your Market Money account. It contains the terms and conditions of the Market Money account linked to your Western Technical College ID. By adding value, registering for online account access and/or using your Market Money account, You agree to be bound by the terms and conditions contained in this agreement, which will govern your use of the Market Money 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 or terminates employment at Western Technical College.

If You do not agree with all of these statements, You cannot activate and/or use the Market Money account feature of your Western ID.

## 1 Definitions

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

## 2 Western ID Description

Your Western ID is a multiple function card that can be used for the following applications:

- a. Official Western Technical College Identification.
- b. Door access to assigned buildings and rooms at Western Technical College.
- c. Access to your Market Money account.
- d. La Crosse MTU bus privileges.
- e. Access to the Wellness Center for paid members.
- f. Access to College computer labs.
- g. Access library privileges.

## 3 Eligibility

- a. You are an authorized member of Western Technical College.
- b. You have the following data on record with Western Technical 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.

## 4 Contact Information

Market Money questions: 608-785-9403.

Western ID questions: 608-785-9445.

## 5 Card Accounts

Your Western ID can be linked with and used to access value in a Pre-Paid Account. There is no credit card, credit account or deposit account associated with the Western ID. Market Money 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.

Western Technical College is not acting as a trustee, fiduciary or escrow with respect to value in Market Money 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 is not insured by the Federal Deposit Insurance Corporation (FDIC).

## 6 Registration

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

## 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 Market Money account secure. You will be responsible and liable for all instructions received at the Western ID Program Website that are accompanied by your password, regardless of whether those instructions actually come from you. Western Technical College 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 Western ID 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 Market Money 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 Market Money account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Western Technical College in electronic form. Electronic Communications may be posted on the pages within the Western ID 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. Western Technical 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 Western Technical College in writing at the address in the Contact Section of these Terms & Conditions.

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

The College e-mail policy states that all electronic communication with the College and students will be made with the e-mail address supplied to students by Western Technical College. When registering with the Web Account Care Center, please use the Western Technical College e-mail address assigned to you. Staff will need to provide a working e-mail when registering with the Web Account Care Center.

If Your mail or postal address changes, You must access the Web Account Care Center immediately and change Your address.

## 11 Using the Market Money Account

You may use the Market Money account to pay for food and beverages in the Union Market in the Kumm Center at Western Technical College.

## 12 Adding Value to Market Money Accounts

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

You must have sufficient value available in your Market Money account to pay for each transaction. Each time you use your Market Money account, the amount of the transaction will be debited from the Account. You may not spend more value than You have in Your account. Should Your purchase amount exceed the remaining balance in Your Market Money account, You are responsible for providing a secondary form of payment to complete the transaction.

## 14 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 Market Money account use with individual locations may be tracked and recorded by us so that You may participate and benefit from these programs.

## 15 Lost or Stolen IDs

You agree to notify us immediately if (i) Your Western ID has been lost or stolen or (ii) You believe someone has made a purchase using your Market Money account without Your permission. You may be responsible for the unauthorized use of the Market Money account if You fail to notify Us that the Western ID has been lost or stolen. You can suspend Your Market Money account at the Web Account Care Center or by calling us at 608-785-9403. When Your Western ID has been reported lost or stolen, we will suspend the Market Money account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$10.

### 15.1 Re-Activating Market Money Account

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

## 16 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Market Money account with the Union Market. If You are entitled to a refund for any reason for goods or services obtained with the Market Money account, You agree to accept credits to the Market Money account in place of cash.

## 17 Error Resolution

If You think Your statement or receipt is wrong or 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 of the 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.

## 18 Account Refunds

The Market Money account is not a bank account and withdrawals on demand are not permitted for any reason. Students and staff are pre-paying for food and beverages in the Union Market and can use the funds in their Market Money account until they are no longer enrolled or employed at Western Technical College.

Students leaving school for reasons of health, death in the immediate family or called up for military service may receive a refund of their unused funds from their Market Money account once the necessary paper work is completed with the College.

## 19 Inactivity

If You do not use or re-load a Market Money account for twelve (12) consecutive calendar months, the Account will be considered inactive and all funds will be forfeited. There will be no refunds for unused funds in your Market Money account except for the exceptions noted above in #18.

## 20 Cancellation; Suspension of Use

Western Technical College and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Western ID and/or Market Money account. Western Technical College may refuse to issue a Western ID or may revoke the Western ID privileges with or without cause or notice. The Western ID at all times remains the property of Western Technical College and may be repossessed by Western Technical College at any time

## 21 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Market Money 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.
- 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.

## 22 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Market Money 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 Market Money account; or
- g. where otherwise provided by law or Our privacy policy.

## 23 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.