

Terms and Conditions: Mayville State University Dining, Bookstore, and Comet Cash Deposits

Please read and acknowledge this agreement before adding funds to your Mayville State University campus ID card. This agreement contains the terms and conditions of the accounts linked to the Mayville State University campus ID card. By adding value, registering for online account access, and/or using the campus ID card, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Card. Please read this agreement. This agreement begins when these terms are acknowledged and ends when the participant graduates or withdraws from Mayville State University (students), terminates employment (faculty/staff/employees), an affiliated participant's card expires (other individuals), and/or at such time any funds accessed through the card are rescinded or refunded.

1 Definitions

- a. You and Your each mean the Cardholder.
- b. We, Us, Our, the "University," or "MSU" each mean Mayville State University.
- c. "NDUS" means the North Dakota University System.
- d. Campus Connection is the database and portal for financial and other information related to students and employees of MSU and NDUS.
- e. Cardholder means an individual in whose name and for whose benefit a campus ID card is to be issued or has been issued by Mayville State University.
- f. Contributor means an individual other than the Cardholder who loads value to a Mayville State University campus ID cardaccessed account for a Cardholder.
- g. Authorized Guest User means an individual designated by the Cardholder to have online account management privileges at the Card Program Website.
- Mayville State University ID card (also: "campus ID card" or "Card") refers to a plastic card printed and produced by Mayville State and carried by a student, employee, or person with some defined affiliation with the University.
- i. Card-accessed accounts refer to accounts with pre-paid value that can be accessed using Your campus ID card. We may also use "Pre-Paid Value Accounts" to describe these.

Three card-accessed account types are available through the Cardholders' use of the Card; "Dining Dollars," "Bookstore Bucks," and "Comet Cash."

- Service Provider means a third party contracted by Mayville State University that provides certain support and marketing services for Your campus ID card and its card-accessed accounts.
- k. Card Program Website means the Website containing information about the campus ID card-accessed accounts.
- Web Account Care Center means the area of the campus ID card Program Website where Cardholders may log in and manage their individual card-accessed account.
- m. Card Payment Service means a service whereby a Cardholder can view or add value associated with one's card-accessed accounts.
- n. Registration means the electronic process used by Cardholder to set-up online account access at the Card Program Website.
- Accepting Location means a point-of-sale location that is authorized to accept the campus ID card account for the purchase of goods and services.
- p. Web User Account means the account that enables You to access and manage Your campus ID card-accessed accounts via the Web Account Care Center.

2 Your Mayville State University campus ID card

The Mayville State University ID card is a multiple function card that can be used for the following applications:

- a. Official Mayville State University Identification
- b. To use and spend funds held by the University for one of the Pre-Paid Value account.

- c. NDUS-sponsored access to library materials.
- d. Electronic Access to certain buildings or facilities associated with the student/employee/participant's involvement on campus.
- e. Electronic funds management for on-campus printing services.
- f. Transactions occurring in the bookstore, especially related to textbook or educational materials purchases or returns and especially those involving charges to your Campus Connection account.
- g. *Note*: items a, c, d, e, and f and any funds or values associated with these are not managed by the Service Provider or the Web Account Care Center.

3 Eligibility for using the Card Program Website or the Web Account Care Center

- a. You are an authorized Student, Employee, or other affiliated person of Mayville State University.
- You have the following data on record with the Card Program Website: First Name, Last Name, Student/University ID number, Card and/or Enrollment Status, and Your 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 Card Program Website or the Web Account Care Center.

4 Contact Information

If You have questions regarding Your campus ID card or the card-accessed accounts, You may email student.life@mayvillestate.edu or call 701-788-4697, or write to Campus Card Service Center, PO Box 1305, Doylestown, PA 18901-0117. You may also get support by visiting Our Website at http://mayvillestate.edu/campus-ID-card.

5 Card Accounts

Your campus ID card is 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 ID card. Campus ID card funds are aggregated and maintained by MSU and account and balance information is kept on computer systems maintained by NDUS, the University, and any Service Providers contracted for this purpose. You agree and grant Mayville State University permission to share the personal information indicated in section 3 b. above such that the Service Providers is enabled to perform data processing required to provide these and other Card-related services.

No interest, dividends or other earnings or return will be paid on any value loaded in Accounts the card-accessed accounts.

Card Account Types

	Comet Cash	Bookstore Bucks	Dining Dollars
Spending	Use Comet Cash at the bookstore or	Use of funds specifically at the	Use of funds specifically at the dining
	any of the on-campus dining facilities	campus bookstore	facilities on campus
Sales Tax	Sales Tax is collected at the time of	Sales Tax is collected at the time of	All meal purchases are exempt by
	transaction. Specific items (e.g., text	transaction. Specific items (e.g., text	state law from sales tax.
	books, certain food staples) are not subject to sales tax.	books) are not subject to sales tax.	
Eligibility	All Students, Employees, or	All Students, Employees, or	Enrolled Students
	Affiliated Persons	Affiliated Persons	
"Loading"	A specified amount of Value may be	A specified amount of Value may be	Students who contract for a Board
	loaded by the University at the	loaded by the University at the	Plan – most frequently but not
	beginning of the semester, and other	beginning of the semester, and other	necessarily in conjunction with a
	funds may be added by the University	funds may be added by the University	residence hall contract – will receive
	with the consent of the Student,	with the consent of the Student,	pre-paid value in their dining account.
	Employee, or Affiliated Person.	Employee, or Affiliated Person.	
Additional Funds	Students, Employees, or Affiliated	Students, Employees, or Affiliated	Changes are accepted in the first five
	Persons can add funds to this account	Persons can add funds to this account	business days of the semester, and
	using the online Service Provider	using the online Service Provider	new accounts can be initiated in mid-
	website.	website.	semester. To comply with "board
			plan" requirements that enable sales
			tax exemption, values associated with
			the established plan cannot be
			modified.
Refunds/Termination of Value	There is no refund protocol for Comet Cash. The value of the Comet	There is no refund protocol for Bookstore Bucks. The value of the	Pre-Paid value is rescinded on the
			first business day following the last
	Cash account remains intact for five	Comet Cash account remains intact	day of class of the semester. The Pre- Paid value is decreased to \$0 and the
	years and can be spent on campus.	for five years and can be spent on	1 · · · · · · · · · · · · · · · · · · ·
		campus.	funds supporting that value is absorbed by the University.
Aged Account/Unclaimed	Accounts that have received no new	Accounts that have received no new	n/a
Property/Rescission of Funds	deposits for sixty months are	deposits for sixty months are	
	rescinded: the Pre-Paid value is	rescinded: the Pre-Paid value is	
	decreased to \$0 and the funds	decreased to \$0 and the funds	
	supporting that value is absorbed by	supporting that value is absorbed by	
	the University.	the University.	

6 Registration

You can register for online account access to Your campus ID card account at the Web Account Care Center. In order to register Your campus ID card account You must validate personal information, provide information from Your campus ID card, agree to these campus ID card account Terms and 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, Mayville State University has the right to terminate Your use of the Service and Mayville State 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 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 campus ID card account secure. You will be responsible and liable for all instructions received at the campus ID card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Mayville State 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 campus 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 campus ID card 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 campus ID card-accessed accounts and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Mayville State University in electronic form. Electronic Communications may be posted on the pages within the campus 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. Mayville State University reserves the right but assumes no obligation to provide Communications in paper format.

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. All correspondence initiated by Mayville State will be sent to your MSU-issued email address, although the Service Provider may choose to allow you to direct communication initiated by the Service Provider to an email you provide. Mayville State University has no liability for any undelivered email communications or any costs You incur for maintaining Internet access and an email account.

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

11 Using the campus ID card and its card-accessed accounts

You may use the campus ID card for the following purposes:

- a. Pay for goods and services at specified locations on and around campus
- b. Obtain balances and review transaction activity online.
- c. Access telephone customer support.
- d. Add value to card-accessed accounts using a check, credit card or debit card.
- e. Using the card for identification, for library services, for printing services, or for door access as authorized.

11.1 Multiple Accounts

Your campus ID card will be associated with multiple pre-paid value 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 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 Campus ID card-accessed account spending and value add limits

Account Rule	Limit
Daily Spend Limit	\$750
Daily Self-Service Spend Limit	\$20
Minimum Value Add	\$1.00
Maximum Value Add	\$3,000
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$750
Accepting Locations	All

12 Adding Value to Campus ID card-accessed accounts

You, Contributors, and Authorized Guest Users may add value to select campus ID card-accessed accounts at the Web Account Care Center subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional value to Mayville State University campus ID card accounts, in Our sole discretion. If any transfer of value to a campus ID card account becomes subject to any stop payment order or chargeback after value has been credited to the campus ID card 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 campus ID card-accessed 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 (e.g., parents, family, friends) can add value to Your campus ID card-accessed account via the campus 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 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 campus ID card 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 the campus ID card

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

14 Campus ID card receipts

- a. You agree to sign a receipt for any transaction made with Your campus ID card account where requested by the accepting location
- b. You agree you might not receive receipt for dining halls or snackbar purchases unless you request one.

15 Overdrafts & Negative Accounts

If you make a purchase for more than the value available in Your eligible campus ID card-accessed account, the transaction will be declined. 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 campus ID card-accessed account, You are liable for that entire amount and agree to pay any overdraft immediately on demand. 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 Lost or Stolen campus ID card

You agree to notify Us immediately if (i) Your campus ID card has been lost or stolen or (ii) You believe someone has made a purchase using Your campus ID card-accessed account(s) without Your permission. You may be responsible for the unauthorized use of the campus ID card-accessed accounts if You fail to notify Us that the campus ID card has been lost or stolen You can suspend Your Dining Dollars, Bookstore Bucks, and Comet Cash accounts at the Web Account Care Center. In addition to this action, you are expected to contact Student Life to report your card as lost or stolen. Upon notice, we will suspend the accounts associated with the Card to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$16. Damaged cards are replaced for \$8.

17 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the campus ID card account If You are entitled to a refund for any reason for goods or services obtained with the campus ID card account, You agree to accept credits to the campus ID card-accessed account(s) in place of cash.

18 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.

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.

19 Account Refunds

- (a) Dining Dollars/Board Plan:
 - Students who withdraw from the University during the semester:

The State Board for Higher Education specifies a refund schedule for students taking semester-long courses who subsequently withdraw from courses. The unspent balances of the accounts are subject to the refund percentage dictated by NDUS Refund Schedule.

- Students who complete the semester: Dining Dollar accounts are semester-based, and the values of these accounts are reset to \$0 on the first business day following the last day of each semester. These pre-paid values do not "roll" into the next semester.
- (b) "Bookstore Bucks" and "Comet Cash" are not semester based.. There is no refund protocol for Comet Cash or Bookstore Bucks. The value of the Comet Cash account remains intact for five years and can be spent on campus.
- (c) Refund Method: all refunds are processed back to the person's University Campus Connection account. Questions regarding protocol or timing of payment of these refunds should be directed to the Business Office in Old Main.

20 Inactive Status/ Unclaimed Property

If You do not use remaining funds in a "Bookstore Bucks" or "Comet Cash" or re-load funds into an existing "Bookstore Bucks" or "Comet Cash" account for sixty (60) consecutive calendar months, the Account will be considered inactive and remaining funds in the Pre-Paid account will be rescinded. Inactive accounts and/or accounts with zero value will be closed.

Funds are subject to applicable state laws regarding unclaimed property.

21 Cancellation; Suspension of Use

Mayville State University and our contracted Service Providers, in their sole and absolute discretion, may limit, suspend, or cancel Your use of the campus ID card and/or any campus ID card-accessed account(s). Mayville State University may refuse to issue a campus ID card or may revoke the campus ID card privileges with or without cause or notice. The campus ID card at all times remains the property of Mayville State University and may be repossessed by Mayville State University at any time.

If You would like to cancel use of the campus ID card-accessed accounts, You may do so by contacting the Mayville State University, or in writing at Campus Card Service Center, PO Box 1305, Doylestown, PA 18901-0117. Upon cancellation of the campus ID card privileges, the campus ID card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked, or otherwise invalid campus ID card. You agree to surrender the campus ID card to MSU upon request.

We reserve the right to assess an Account Closing Fee.

22 Liability for Failure to Make Transfers

If We are unable to complete a transfer to or from Your campus ID cardaccessed 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.

23 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your campus ID cardaccessed account(s) 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 campus ID card-accessed account; or
- g. where otherwise provided by law or Our privacy policy.

24 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.