Middlebury College Dining Meal Plan Terms & Conditions

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

1 Definitions

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

2 Middlebury College Id Card Description

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

a. Official Middlebury College Identification
b. Access device for board plan accounts.
c. Access device for one or more pre-paid Middlebury College Dining Meal Plan accounts.

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3 Eligibility

a. You are an authorized member of Middlebury College.
b. You have the following data on record with Middlebury College: 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 Middlebury College Dining Meal Plan Account feature of Your Middlebury College ID card.

4 Contact Information

If You have questions regarding Your Middlebury College Dining Meal Plan account You may call 802-443-5346 or email diningmealplan@middlebury.edu.

5 Card Accounts

Your Middlebury College 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 Middlebury College ID card. Middlebury College Dining 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.

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

You may use the Middlebury College 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 Middlebury College Dining Meal Plan account using a check, credit card or debit card.

11.1 Multiple Accounts

Your Middlebury College 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 Middlebury College 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 Middlebury College Dining Meal Plan 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 Middlebury College Dining Meal Plan Accounts

You, Contributors and Authorized Guest Users may add value to select Middlebury College 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 Middlebury College ID card Accounts, in Our sole discretion. If any transfer of value to a Middlebury College Dining Meal Plan account becomes subject to any stop payment order or chargeback after value has been credited to the Middlebury College Dining 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 Middlebury College Dining 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 Middlebury College Dining Meal Plan account via the Middlebury College 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 Middlebury College Dining 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 Middlebury College Dining Meal Plan

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

14 Middlebury College Dining Meal Plan Receipts

You agree to sign a receipt for any transaction made with Your Middlebury College Dining 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 laundry and vending machines.

15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible Middlebury College Dining Meal Plan account, the transaction will be declined. If, for any reason, a transaction is processed for more than the value in the Middlebury College Dining 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 Middlebury College Dining Meal Plan account or any other Middlebury College ID card Accounts or Payment Methods You have on file at Middlebury College, (ii) suspend Your Middlebury College Dining 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 Middlebury College Dining 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 Middlebury College ID Cards

Tell Us AT ONCE if (i) Your Middlebury College ID card has been lost or stolen or (ii) You believe someone has made a purchase using Your Middlebury College Dining Meal Plan account without Your permission. You may be responsible for the unauthorized use of the Middlebury College Dining Meal Plan account if You fail to notify Us that the Middlebury College ID card has been lost or stolen You can suspend Your Middlebury College Dining Meal Plan account at the Web Account Care Center or by calling us at 802-443-5346 or by contacting Middlebury College Dining Services. When Your Middlebury College ID card has been reported lost or stolen, We will suspend the Middlebury College Dining Meal Pan account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of $20.

17.1 Re-Activating Middlebury College Dining Meal Plan Account

If You find Your Middlebury College ID card after it has been reported lost, You may re-activate the Middlebury College Dining 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 Middlebury College Dining 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 Middlebury College Dining Meal Plan account with the merchant or location that accepted the Middlebury College ID card. If You are entitled to a refund for any reason for goods or services obtained with the Middlebury College Dining Meal Plan account, You agree to accept credits to the Middlebury College Dining 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 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 Account Refunds

Eligible refunds are processed upon request and will be completed within 4-6 weeks of a written request. Refund requests must be submitted in writing to:

Middlebury College Dining Services
84 South Service Rd
Middlebury, VT, 05753

1. Refund To You:
    a. You may request a refund of your Middlebury College Dining Meal Plan account balance when you graduate, withdraw or leave Middlebury College. Proof of withdrawal or dismissal is required.
    b. Refund requests from faculty and staff are accepted at any time but limited to a total of 4 refunds per year.
    c. Refunds are processed when:
        i. The accounts balance is $15.01 or more AND
        ii. A written refund request is submitted
    d. A $15.00 refund service fee will be deducted from the refund.
    e. No refunds will be issued for amounts less than $15
    f. Refund Methods:
        i. 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;

ii. ACH: Refund will be posted to the bank account provided. A valid routing and account number will be required.

iii. Student Bill: Refund will be posted as a credit to Your student bill.

iv. Credit Card: If a credit card was used to add value to Middlebury College Dining Meal Plan the refund can be posted to the same credit card if: 1. the add value was performed within the last 6 months and 2. refund amount is less than last add value transaction.

2. Bequest to another Cardholder:
   a. You may initiate a bequest when you graduate, withdraw or leave Middlebury College. Proof of withdrawal or dismissal is required.
   b. Bequests from faculty and staff are accepted at any time.
   c. Bequests are processed when:
      i. The account balance is $15.01 or more AND
      ii. A written refund request is submitted.

21 Inactivity

If You do not use or re-load a Middlebury College Dining Meal Plan account for six (6) consecutive calendar months, the Account will be considered inactive and You may be charged a monthly Inactivity Fee. If a Middlebury College Dining Meal Plan account is inactive and has zero value it will be closed.

22 Unclaimed Property

If You do not access Your Middlebury College Dining Meal Plan account for a period of one (1) year, it will be terminated. After the date of termination, We will use the information You provided to try to send You any funds that We are holding in custody for You. If that information is not correct, and We are unable to complete the payment to You, Your funds will be subject to applicable state laws regarding escheat of unclaimed property. You may also be charged an Account Closing Fee.

23 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 Middlebury College Dining Meal Plan balance at the time the fee or charge is incurred.

Returned Payment/Check	$35.00/each
Card Replacement	$20.00/Card
Inactive Account Fee	$5.00/month
Account Closing Fee	$15.00/account
Paper Statement Fee	$15.00/statement
Account Refund Fee	$15.00/refund

24 Cancellation; Suspension of Use

Middlebury College and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Middlebury College ID card and/or Middlebury College Dining Meal Plan account. Middlebury College may refuse to issue a Middlebury College ID card or may revoke the Middlebury College ID card privileges with or without cause or notice. The Middlebury College ID card at all times remains the property of Middlebury College and may be repossessed by Middlebury College at any time. If You would like to cancel use of the Middlebury College ID card or Middlebury College Dining Meal Plan accounts, You may do so by contacting the Middlebury College Dining Services in writing at Middlebury College Dining Services, 84 South Service Rd, Middlebury, VT, 05753. Upon cancellation of the Middlebury College ID card privileges, the Middlebury College ID card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Middlebury College ID card. At all times, You shall surrender the Middlebury College ID card to us upon request.

We reserve the right to assess an Account Closing Fee.

25 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Middlebury College Dining 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 Middlebury College ID card.

26 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Middlebury College Dining 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 Middlebury College Dining Meal Plan account; or
g. where otherwise provided by law or Our privacy policy.