

Molloy College Lions Bucks Terms & Conditions

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

1 Definitions

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

2 Lions Card Description

Your Lions Card is a multiple function card that can be used for the following applications:

- a. Official Molloy College Identification.
- b. On and off campus dining.
- c. Laundry.
- d. Residence Hall access.
- e. Library card.
- f. Access to events.
- g. Bookstore purchases.
- h. Vending machines.
- i. Shuttle service.

3 Contact Information

If You have questions regarding Your Lions Card or Lions Bucks account You may call 516-323-3044.

4 Card Accounts

Your Lions 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 Lions Card. Lions Bucks 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.

Molloy College is not acting as a trustee, fiduciary or escrow with respect to value in Lions Bucks 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).

5 Registration

You can register for online account access to Your Lions Bucks account at the Web Account Care Center. In order to register Your Lions Bucks account You must validate personal information, provide information from Your Lions Card, agree to these Lions Bucks 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, Molloy College has the right to terminate Your use of the Service and Molloy 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.

6 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 Lions Bucks account secure. You will be responsible and liable for all instructions received at the Lions Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Molloy College is not responsible for losses incurred by the Cardholders as the result of their misuse of passwords.

7 Unauthorized Use

If You use, or attempt to use Your Lions 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 Lions Bucks account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available.

8 Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Lions Bucks account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from Molloy College in electronic form. Electronic Communications may be posted on the pages within the Lions 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. Molloy 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 Molloy College in writing at the

address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, Molloy College will terminate Your right to use the Lions Bucks 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, you agree to notify us immediately using the information of the Contact section of this agreement.

9 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 Molloy College with a correct and operational email address. Molloy 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 Molloy 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.

10 Using the Lions Bucks Account

You may use the Lions 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. Add value to Lions Bucks account using a credit card or debit card.

10.1 Multiple Accounts

Your Lions 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 Lions 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.

10.2 Lions Bucks Account Spending & Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$750
Daily Self-Service Spend Limit	\$25
Minimum Value Add	\$1.00
Maximum Value Add	\$500
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$250
Accepting Locations	All

11 Adding Value to Lions Bucks Accounts

You, Contributors and Authorized Guest Users may add value to select Lions Card Accounts at the Web Account Care Center and cash kiosk subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional value to Lions Card Accounts, in Our sole discretion. If any transfer of value to the Lions Bucks account becomes subject to any stop payment order or chargeback after value has been credited to the Lions Bucks 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 Lions Bucks account.

11.1 Value Availability

Credit Card, Debit Card, and Cash Payments will be made available to the Cardholder on the same business day as the payment is received.

11.2 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your Lions Bucks account via the Lions 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.

11.3 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.

11.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your Lions Bucks 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.

12 Making Purchases with Lions Bucks

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

13 Lions Bucks Receipts

You agree to sign a receipt for any transaction made with Your Lions Bucks account where requested by the accepting location. A receipt may not always be available at dining halls and certain self-service locations such as vending machines.

14 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible Lions Bucks account, the transaction will be declined. For self-service transactions, your account must have a balance at least as high as the highest priced item available for sale at the self-service location. 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 Lions Bucks 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 Lions Bucks account or any other Lions Card Accounts or Payment Methods You have on file at Molloy College (ii) suspend Your Lions Bucks account until payment on negative account is made in whole 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.

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.

15 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 Lions Bucks account use with individual locations may be tracked and recorded by us so that You may participate and benefit from these programs.

16 Lost or Stolen Lions Cards

You agree to notify us immediately if (i) Your Lions Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Lions Bucks account without Your permission. You may be responsible for the unauthorized use of the Lions Bucks account if You fail to notify Us that the Lions Card has been lost or stolen You can suspend Your Lions Bucks

account at the Web Account Care Center or by calling us at 516-323-3044. When Your Lions Card has been reported lost or stolen, We will suspend the Lions Bucks account to prevent unauthorized use. You may also request a replacement card with Public Safety at 516-323-3500. There is a card replacement fee of \$20.

16.1 Re-Activating Lions Bucks Account

If You find Your Lions Card after it has been reported lost, You may re-activate the Lions Bucks 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 Lions Bucks account at the Web Account Care Center.

17 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Lions Bucks account with the merchant or location that accepted the Lions Card. If You are entitled to a refund for any reason for goods or services obtained with the Lions Bucks account, You agree to accept credits to the Lions Bucks account in place of cash.

18 Error Resolution

If You think Your receipt is wrong or if You need more information about a transaction listed on Your receipt of voluntary additions to the Lions Bucks account, 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 7 days after We made available the receipt on which the problem or error appeared. When calling or notifying us You must:

- a. Include the account holder name, ID number, and contact information.
- 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 reasonable efforts to complete Our investigation within 10 business days after We hear from You and will correct any error promptly. 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.

19 Lions Bucks Refunds

Eligible refunds are processed upon request and will be completed within 4-6 weeks of a written request.

1. Refund To You:
 - a. You may request a refund of your Lions Bucks account balance when you graduate, withdraw or leave Molloy College. Proof of withdrawal or dismissal is required.
 - b. Request for refund must be made within 30 days of graduation, withdrawal, or dismissal.
 - c. Refund requests from faculty and staff are accepted at any time but limited to a total of 4 refunds per year.
 - d. Faculty and staff will receive refunds through payroll
 - e. Refunds are processed when:
 - i. The accounts balance is \$15.01 or more AND
 - ii. A written refund request is submitted.
 - f. A \$15.00 refund service fee will be deducted from the refund.
 - g. No refunds will be issued for amounts less than \$15
 - h. Refund for students will be sent in the form of a check. A check 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.

2. Bequest to another Cardholder is not permitted

20 Cancellation; Suspension of Use

Molloy College and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Lions Card and/or Lions Bucks account. Molloy College may refuse to issue a Lions Card or may revoke the Lions Card privileges with or without cause or notice. The Lions Card at all times remains the property of Molloy College and may be repossessed by Molloy College at any time. If You would like to cancel use of the Lions Bucks account, You may do so by contacting the Molloy College in writing at Campus Card Service room A1, 1000 Hempstead Ave, Rockville Centre NY 11571. You agree not to use or attempt to use an expired, revoked or otherwise invalid Lions Card. You agree to surrender the Lions Card to us upon request.

We reserve the right to assess an Account Closing Fee.

21 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Lions Bucks 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.
- e. If an accepting location refuses to honor the Lions Card.

22 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Lions Bucks account or the transactions You make only:

- a. where it is necessary for completing transactions.
- b. in order to comply with governmental requirements, court orders or subpoenas.
- 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 Lions Bucks 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 which case said notice will be given on the Lion Buck Card website. 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.