Rhino Bucks Terms & Conditions

Please read and acknowledge this Agreement before using your Rhino Bucks account. It contains the terms and conditions of the Rhino Bucks account linked to Your Rhino Card. By adding value, registering for online account access and/or using Your Rhino Bucks account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Rhino 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 the School of the Museum of Fine Arts, or the participant’s Rhino Card expires.

1 Definitions

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

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 Rhino Bucks Account feature of Your Rhino Card.

4 Contact Information

If You have questions regarding Your Rhino Card or Rhino Bucks account You may call 877-879-3353 or email mycard@rhinocard.com. You may also get support by visiting Our Website at www.rhinocard.com.

5 Card Accounts

Your Rhino 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 Rhino Card. Rhino 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.

School of the Museum of Fine Arts is not acting as a trustee, fiduciary or escrow with respect to value in Rhino 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).

6 Registration

You can register for online account access to Your Rhino Bucks account at the Web Account Care Center. In order to register Your Rhino Bucks account You must validate personal information, provide information from Your Rhino Card, agree to these Rhino 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, School of the Museum of Fine Arts has the right to terminate Your use of the Service and School of the Museum of Fine Arts, 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 Rhino Bucks account secure. You will be responsible
and liable for all instructions received at the Rhino Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. School of the Museum of Fine Arts 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 Rhino 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 Rhino Bucks 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 Rhino Bucks account and/or Your use of the Service (“Communications”), may be provided to You electronically and You agree to receive all Communications from School of the Museum of Fine Arts in electronic form. Electronic Communications may be posted on the pages within the Rhino 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. School of the Museum of Fine Arts 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 School of the Museum of Fine Arts us in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, School of the Museum of Fine Arts will terminate Your right to use the Rhino 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.

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 School of the Museum of Fine Arts with a correct and operational email address. School of the Museum of Fine Arts 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 School of the Museum of Fine Arts 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 Rhino Bucks Account

You may use the Rhino 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 Rhino Bucks account using a credit card or debit card.

11.1 Multiple Accounts

Your Rhino 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 Rhino 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 Rhino Bucks Account Spending & Value Add Limits

<table>
<thead>
<tr>
<th>Account Rule</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Spend Limit</td>
<td>$750</td>
</tr>
<tr>
<td>Daily Self-Service Spend Limit</td>
<td>$20</td>
</tr>
<tr>
<td>Minimum Value Add</td>
<td>$1.00</td>
</tr>
<tr>
<td>Maximum Value Add</td>
<td>$3,000</td>
</tr>
<tr>
<td>Minimum Transaction Amount</td>
<td>$0.01</td>
</tr>
<tr>
<td>Maximum Transaction Amount</td>
<td>$750</td>
</tr>
<tr>
<td>Accepting Locations</td>
<td>All</td>
</tr>
</tbody>
</table>

12 Adding Value to Rhino Bucks Accounts

You, Contributors and Authorized Guest Users may add value to select Rhino Card 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 Rhino Card Accounts, in Our sole discretion. If any transfer of value to a Rhino Bucks account becomes subject to any stop payment order or chargeback after value has been credited to the Rhino 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 Rhino Bucks account.

12.1 Value Availability

Credit Card and Debit Card payments will be made available to the Cardholder on the same business day as the payment is received. Check and cash are not accepted forms of payment.

12.2 Quick Re-Value

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

13 Making Purchases with Rhino Card

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

14 Rhino Bucks Receipts
You agree to sign a receipt for any transaction made with Your Rhino Bucks
account where requested by the accepting location. You may not receive a
receipt at dining halls and certain self-service locations such as vending,
laundery and copy machines.

15 Overdrafts & Negative Accounts
If an Accepting Location attempts to process a transaction for more than the
value available in Your eligible Rhino Bucks account, the transaction will be
denied. 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 Rhino 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 Rhino Bucks account or any other
Rhino Card Accounts or Payment Methods You have on file at School of the
Museum of Fine Arts, (ii) suspend Your Rhino 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
erenterprises 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.

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 Rhino Bucks
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 Rhino Cards
You agree to notify us immediately if (i) Your Rhino Card has been lost or
stolen or (ii) You believe someone has made a purchase using Your Rhino
Bucks account without Your permission. You may be responsible for the
Unauthorized use of the Rhino Bucks account if You fail to notify Us that the
Rhino Card has been lost or stolen. You can suspend Your Rhino Bucks
account at the Web Account Care Center or by calling us at 877-879-3553 or
by contacting Student Affairs. When Your Rhino Card has been reported lost or
stolen, We will suspend the Rhino Bucks account to prevent unauthorized
use. You may also request a replacement card. There is a card replacement
card fee of $20.00.

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

18 Disputes/Returns
You agree to work to resolve all disputes about purchases made using the
Rhino Bucks account with the merchant or location that accepted the Rhino
Card. If You are entitled to a refund for any reason for goods or services
obtained with the Rhino Bucks account, You agree to accept credits to the
Rhino Bucks 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 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:

- Include the account holder name and account number
- Describe the transaction in question and explain as clearly as
  possible the discrepancy.
- 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 discrepancy. 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:
mycard@rhinocard.com.

1. Refund To You:
   a. You may request a refund of your Rhino Bucks account
      balance when you graduate or withdraw from the
      School of the Museum of Fine Arts. Proof of
      withdrawal or dismissal is required.
   b. Refunds are processed when:
      i. The accounts balance is $15.01 or more
      AND
      ii. A written refund request is submitted
   c. A $15.00 refund service fee will be deducted from the
      refund.
   d. No refunds will be issued for amounts less than $15
   e. Refund Methods:
      i. Credit Card: If a credit card was used to add
         value to Rhino Bucks 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. Bequests to other Cardholders are not permitted.

3. Refunds for Complimentary Rhino bucks that are pre-loaded on
   meal plans:
   a. Students that enroll in the residential meal plan program
      are allocated complimentary rhino bucks as an
      incentive to participate. Students that withdraw from
      the School of the Museum of Fine Arts before the
      studio add/drop ends will be billed for all used
complimentary rhino bucks. Students will also be charged a pro-rated rate for all used meals.

21 Inactivity
If You do not use or re-load a Rhino Bucks account for twelve (12) consecutive calendar months, the Account will be considered inactive and You may be charged a monthly Inactivity Fee. If a Rhino Bucks account is inactive and has zero value it will be closed.

22 Unclaimed Property
If You do not use Your Rhino Bucks account for a period of three (3) years, it will be terminated. After the date of termination, any remaining 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 Rhino Bucks balance at the time the fee or charge is incurred.

<table>
<thead>
<tr>
<th>Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Returned Payment/Check</td>
<td>$35.00</td>
</tr>
<tr>
<td>Card Replacement</td>
<td>$20.00</td>
</tr>
<tr>
<td>Inactive Account Fee</td>
<td>$5.00/month</td>
</tr>
<tr>
<td>Account Closing Fee</td>
<td>$15.00/Account</td>
</tr>
<tr>
<td>Paper Statement Fee</td>
<td>$15.00/statement</td>
</tr>
<tr>
<td>Account Refund Fee</td>
<td>$15.00/refund</td>
</tr>
</tbody>
</table>

Fees are subject to change at our sole discretion.

24 Cancellation; Suspension of Use
School of the Museum of Fine Arts and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Rhino Card and/or Rhino Bucks account. School of the Museum of Fine Arts may refuse to issue a Rhino Card or may revoke the Rhino Card privileges with or without cause or notice. The Rhino Card at all times remains the property of School of the Museum of Fine Arts and may be repossessed by School of the Museum of Fine Arts at any time. If You would like to cancel use of the Rhino Card or Rhino Bucks accounts, You may do so by emailing the Rhino Card Service Center at mycard@rhinocard.com. Upon cancellation of the Rhino Card privileges, the Rhino Card must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Rhino Card. You agree to surrender the Rhino 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 Rhino 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 Rhino Card

26 Disclosure of Account Information to Third Parties
We will disclose information to third parties about Your Rhino Bucks 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 Rhino Bucks account; or
- g. where otherwise provided by law or Our privacy policy.

27 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.