

FalconCard Terms & Conditions

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

1 Definitions

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

2 FalconCard Description

Your FalconCard is a multiple function device that can be used for the following applications:

- a. Official Friends University Identification
- b. Access device for board plan accounts.
- c. Access device for one or more pre-paid Friends University accounts.

3 Eligibility

- a. You are an authorized member of Friends University.
- b. You have the following data on record with Friends University: 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 Friends University Account feature of Your FalconCard.

4 Contact Information

If You have questions regarding Your FalconCard or Friends University account You may call 316-295-5500, or write to Friends University, 2100 W University, Student Affairs Wichita, KS 67213. You may also get support by visiting Our Website at www.friends.edu

5 Card Accounts

Your FalconCard 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 FalconCard. Friends University 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.

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

You may use the FalconCard for the following purposes:

- Pay for goods and services at accepting locations on and around campus
- Obtain balances and review transaction activity online.
- Access telephone customer support.
- Add value to Friends University account using a check, credit card or debit card.

11.1 Multiple Accounts

Your FalconCard 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 FalconCard 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 Friends University 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 Friends University Accounts

You, Contributors and Authorized Guest Users may add value to select FalconCard 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 FalconCard Accounts, in Our sole discretion. If any transfer of value to a Friends University account becomes subject to any stop payment order or chargeback after value has been credited to the Friends University account, We will be entitled to recover the full amount of the stopped or charged-back payment by deducting an equivalent amount from the Friends University 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 Friends University account via the FalconCard 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 Friends University 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 Friends University

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

14 Friends University Receipts

You agree to sign a receipt for any transaction made with Your Friends University 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 Friends University account, the transaction will be declined. If, for any reason, a transaction is processed for more than the value in the Friends University 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 Friends University account or any other FalconCard Accounts or Payment Methods You have on file at Friends University, (ii) suspend Your Friends University 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 Friends University 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 FalconCards

Tell Us AT ONCE if (i) Your FalconCard has been lost or stolen or (ii) You believe someone has made a purchase using Your Friends University account without Your permission. You may be responsible for the unauthorized use of the Friends University account if You fail to notify Us that the FalconCard has been lost or stolen. You can suspend Your Friends University account at the Web Account Care Center or by calling us at 316-295-5500 or by contacting Student Affairs Department. When Your FalconCard has been reported lost or stolen, We will suspend the Friends University account to prevent unauthorized use. You may also request a replacement card. There is a card replacement card fee of \$12.

17.1 Re-Activating Friends University Account

If You find Your FalconCard after it has been reported lost, You may re-activate the Friends University 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 Friends University account at the Web Account Care Center.

18 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Friends University account with the merchant or location that accepted the FalconCard. If You are entitled to a refund for any reason for goods or services obtained with the Friends University account, You agree to accept credits to the Friends University 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:

- 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 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

Funds added to the FalconCard as Falcon Bucks are non-refundable and must be spent within the same academic semester in which the funds were loaded or they will be forfeited.

21 Inactivity

If You do not use or re-load a Friends University account for six (6) consecutive calendar months, the Account will be considered inactive and

22 Unclaimed Property

If You do not access Your Friends University 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 Friends University balance at the time the fee or charge is incurred.

Returned Payment/Check	\$35.00/each
Card Replacement	\$12.00/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

Friends University and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the FalconCard and/or Friends University account. Friends University may refuse to issue a FalconCard or may revoke the FalconCard privileges with or without cause or notice. The FalconCard at all times remains the property of Friends University and may be repossessed by Friends University at any time. If You would like to cancel use of the FalconCard or Friends University accounts, You may do so by contacting the Friends University in writing to Friends University, 2100 W University, Student Affairs Wichita, KS 67213. Upon cancellation of the FalconCard privileges, the FalconCard must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid FalconCard. At all times, You shall surrender the FalconCard 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 Friends University 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:

- If, through no fault of ours, You do not have enough money in his or her account to make the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If, through no fault of ours, there is a delay in transferring data between computer systems.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If an accepting location refuses to honor the FalconCard

26 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Friends University account or the transactions You make:

- where it is necessary for completing transactions
- in order to comply with government agency or court orders
- if You give us Your written permission
- 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.
- in order to prevent or investigate possible illegal activity

- f. in order to issue payment authorizations for transaction on the Friends University account; or
- g. where otherwise provided by law or Our privacy policy.