

Cold Cash Terms & Conditions

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

If You do not agree with all of these statements, You cannot activate and/or use the Cold Cash Account feature of Your Penguin Pass.

1 Definitions

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

2 Penguin Pass Description

Your Penguin Pass is a multiple function card that can be used for the following applications:

- a. Official New England Conservatory Identification
- b. Access device for meal plan accounts.
- c. Access device for one or more pre-paid Cold Cash accounts.

3 Eligibility

- a. You are an authorized student, faculty member, staff member, employee or affiliate (e.g., Board Trustee or other regular visitor to campus) of New England Conservatory.
- b. You have the following data on record with New England Conservatory: First Name, Last Name, Date of Birth.
- c. You are at least sixteen 16 years of age; if you are under 18, your parent or legal guardian is responsible for reviewing and acknowledging these terms and conditions on your behalf.
- d. You agree that You have read and understood this Agreement and that You will be bound by and will comply with all of its terms and conditions.

4 Contact Information

If You have questions regarding Your Penguin Pass or Cold Cash account You may call 866-434-5443 or, email mycard@necmusic.edu. You may also get support by visiting Our Website via necmusic.edu/penguin-pass.

5 Card Accounts

Your Penguin Pass 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 Penguin Pass. Cold Cash account funds are aggregated in a bank account maintained by New England Conservatory. Cardholder, Card and Account information are kept on computer systems maintained by New England Conservatory and Service Providers contracted by New England Conservatory. You agree and give New England Conservatory 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.

New England Conservatory is not acting as a trustee, fiduciary or escrow with respect to value in Cold Cash 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 Cold Cash accounts. Value associated with individual Cold Cash accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

6 Registration

You can register for online account access to Your Cold Cash account at the Web Account Card Center. In order to register Your Cold Cash account, You must validate personal information, provide information from Your Penguin Pass, agree to these Cold Cash 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, New England Conservatory has the right to terminate Your use of the Service and New England Conservatory, 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 Cold Cash account secure. You will be responsible and liable for all instructions received at the Penguin Pass Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. New England Conservatory 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 Penguin Pass 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 Cold Cash 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 Cold Cash account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from New England Conservatory in electronic form. Electronic Communications may be posted on the pages within the Penguin Pass 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. New England Conservatory 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 New England Conservatory in writing at the address in the Contact Section of these Terms & Conditions. If You revoke Your consent to receive Communications electronically, New England Conservatory will terminate Your right to use the Cold Cash 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 in 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 email address. You have the sole responsibility for providing New England Conservatory with a correct and operational email address. New England Conservatory 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 New England Conservatory of any change in Your email. You may update Your email address directly by accessing Your account via the Web Account Card Center or by submitting an email change request to the Campus Card Services Center at 866-434-5443 or email mycard@necmusic.edu.

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

11 Using the Cold Cash Account

You may use the Penguin Pass for the following purposes:

- To pay for goods and services at accepting locations on and around campus
- To obtain balances and review transaction activity online.
- To access telephone customer support.
- To add value to a Cold Cash account using a check, credit card or debit card.

11.1 Multiple Accounts

Your Penguin Pass 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 Penguin Pass 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 Cold Cash Account Spending & Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$750.00
Daily Self-Service Spend Limit	\$20.00

Minimum Value Add	\$20.00
Maximum Value Add	\$3,000.00
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$750.00
Accepting Locations	All

12 Adding Value to Cold Cash Accounts

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

We reserve the right to accept or reject any request to add additional value to Penguin Pass Accounts, at Our sole discretion. If any transfer of value to a Cold Cash account becomes subject to any stop payment order or chargeback after value has been credited to the Cold Cash 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 Cold Cash account.

12.1 Value Availability

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

12.2 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your Cold Cash account via the Penguin Pass Program Website without logging in to Your account by entering unique personal information, then following prompts on the website. 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 via the Web Account Card Center.

12.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your Cold Cash 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 via the Web Account Card Center.

13 Making Purchases with Cold Cash

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

14 Cold Cash Receipts

You agree to sign a receipt for any transaction made with Your Cold Cash account where requested by the accepting location. You may not receive a receipt at dining halls and certain self-service locations such as vending, laundry 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 Cold Cash 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 Cold Cash 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 Cold Cash account or any other Penguin Pass Accounts or Payment Methods You have on file at New England Conservatory, (ii) suspend Your Cold Cash account until payment on negative account is made in whole. All financial obligations for tuition, room, meal plan, fees and other costs and charges of a student to all departments or enterprises of New England Conservatory 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 owed 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 Cold Cash 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 Penguin Pass

You agree to notify us immediately if (i) Your Penguin Pass has been lost or stolen or (ii) You believe someone has made a purchase using Your Cold Cash account without Your permission. You may be responsible for the unauthorized use of the Cold Cash account if You fail to notify Us that the Penguin Pass has been lost or stolen. You can suspend Your Cold Cash account at the Web Account Card Center or by calling us at 866-434-5443 or by contacting the Security Office. When Your Penguin Pass has been reported lost or stolen, We will suspend the Cold Cash account to prevent unauthorized use. You may also request a replacement card. There is a card replacement fee of \$15.00 per card.

17.1 Re-Activating Cold Cash Account

If You find Your Penguin Pass after it has been reported lost, You may re-activate the Cold Cash 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 Cold Cash account at the Web Account Card Center.

18 Disputes/Returns

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

- a. Include the account holder name and account number.
- b. Describe the transaction in question and explain as clearly as possible the discrepancy.
- c. Indicate the dollar amount of the transaction.

If You make an oral request, We may require You to send the question in writing within 10 business days.

We will make best efforts to complete Our investigation within 10 business days after We hear from You and will correct any error promptly. However, We may take up to 45 days to investigate the discrepancy. If We take more than 10 days to investigate a problem, We will re-credit the account holder's account within 10 business days for the amount of the transaction. 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: New England Conservatory Business Office; 290 Huntington Avenue; Boston, MA 02115; Phone: 617-585-1220.

1. Refund To You:

- a. You may request a refund of your Cold Cash account balance when you graduate, withdraw or leave New England Conservatory. If You are requesting a refund and have an outstanding balance in your student account representing tuition, fees and other ancillary charges, the refund will first be credited to the outstanding student account balance.
- b. Refund requests from faculty and staff are accepted at any time but are subject to the refund service fee.
- c. Requested refunds are processed when:
 - i. The account 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 \$15.00.
- 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. Student Bill: Refund will be posted as a credit to Your student bill.
 - iii. Credit Card: If a credit card was used to add value to Cold Cash, the refund can be posted to the same credit card if: 1. the add value was performed within the last 6 months and 2. the refund amount is less than last add value transaction.

2. Cold Cash contribution to another Cardholder:

- a. You may initiate a Cold Cash contribution when you graduate, withdraw or leave New England Conservatory.
- b. Cold Cash contributions from faculty and staff are accepted at any time.
- c. Cold Cash contributions are processed when:
 - i. The account balance is \$15.01 or more AND
 - ii. A written Cold Cash contribution request is submitted.

21 Inactivity

If You do not use or re-load a Cold Cash account for six (6) consecutive calendar months, the Account will be considered inactive, and You will be charged a monthly Inactivity Fee. If a Cold Cash account is inactive and has

zero value, it will be closed. For graduating students and students not returning for the subsequent academic year, New England Conservatory will review the student's Cold Cash account and credit any residual funds to the student's outstanding account balance, representing tuition, fees and other ancillary charges.

22 Cold Cash 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 Cold Cash balance at the time the fee or charge is incurred.

Returned Payment/Check	\$30.00/each
Card Replacement	\$15.00/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

Fees are subject to change at our sole discretion.

23 Cancellation; Suspension of Use

New England Conservatory and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Penguin Pass and/or Cold Cash account. New England Conservatory may refuse to issue a Penguin Pass or may revoke the Penguin Pass privileges with or without cause or notice. The Penguin Pass at all times remains the property of New England Conservatory and may be repossessed by New England Conservatory at any time. If You would like to cancel use of the Penguin Pass or Cold Cash accounts, You may do so by emailing Us at mycard@necmusic.edu. Upon cancellation of the Penguin Pass privileges, the Penguin Pass must be cut in half and destroyed. You agree not to use or attempt to use an expired, revoked or otherwise invalid Penguin Pass. You agree to surrender the Penguin Pass to us upon request.

We reserve the right to assess an Account Closing Fee.

24 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Cold Cash 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 Your 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 Penguin Pass.

25 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Cold Cash 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 transactions on the Cold Cash account; or
- g. Where otherwise provided by law or by Our privacy policy.

26 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.