

Don Dollars Terms and Conditions

1. Don Dollars Debit Account. The undersigned, referred to hereinafter as the "Owner," hereby opens a Don Dollars debit account, and agrees to be legally bound to the terms and conditions of the following terms.

2. Nature of Account. The University of San Francisco, referred to hereinafter as "USF," agrees to accept and to hold prepaid funds in an account, hereinafter referred to as a "Don Dollars debit account." The Don Dollars debit account is a separate account from the room and board "Flexi" meal plan. Don Dollars are accepted at campus dining locations. "Flexi" meal plan funds are not accepted at non-dining locations. The prepaid funds maintained in the Owner's Don Dollars debit account are made available through specific use of the USF ID Card in purchasing goods and services provided for by the USF One Card Program. The Don Dollars debit account is non-transferable and except as described below, the Owner is responsible for purchases and debits made to the account. The Don Dollars debit account is NOT A CREDIT CARD and may not be used to obtain cash or advances.

3. Establishing an Account. A Don Dollars debit account shall be established by USF for the Owner upon issuance of a valid USF ID Card and completion of the Terms and Conditions of Use for the USF ID Card. The account is not valid for use until activated by the Owner. Account activation is done by making a deposit of any amount into the account. The deposit can be made at a Cash2Card machine, on-line at www.usfca.edu (for students only), or at the USF One Card Office. The following forms of payment are accepted: cash, check (U.S. dollars drawn on a U.S. bank), credit card (MasterCard, VISA), or purchase requisition. Additional deposits into the Owner's Don Dollars debit account may be made at Cash2Card machine, on-line at www.usfca.edu (for students only), or at the USF One Card Office. Deposited funds are credited and available for use immediately. There is no minimum amount for opening or additional deposits. Upon opening of an account, there is a maximum balance limit of one thousand five hundred dollars (\$1500.00). There is no fee to establish or use the Don Dollars debit account. The Owner understands and agrees that no interest or other earnings will be paid to the Owner or credited by USF to the Owner's plan.

4. Account Eligibility and Term. Eligibility for a Don Dollars debit account is determined and established by current affiliation with USF. The term for Students is from the time that this agreement and initial payment are received by the USF One Card Office until the Owner graduates, withdraws or otherwise severs his/her relationship with USF. The term for Faculty and Staff is from the time that this agreement and initial payment are received by the USF One Card Office until the Owner terminates employment with USF. The term for Special Affiliates is from the time that this agreement and initial payment are received by the USF One Card Office until the Owner no longer has affiliation with USF. A special affiliate is defined as a person or party who is not a registered student or employee of USF, but who has been issued a USF ID Card in conjunction with his/her affiliation with USF.

5. Accessing Funds. The Owner understands and agrees that the funds in the Don Dollars debit account are available provided that no transactions are made by the Owner that would result in a negative balance. The Owner must present his or her USF ID Card at the time of transaction to access the funds in the Owner's Don Dollars debit account. In order to prevent unauthorized use of the Owner's USF ID Card, additional identification from any individual attempting to access the Owner's account. There is no daily limit to the number of transactions made, but there is a daily spending limit of \$50 at unattended point of sale locations such as vending, laundry and photocopiers. The limit is established to minimize the potential loss to the owner.

6. Account Statements. An account statement of all transactions is available to USF Students and Employees and can be accessed anytime via the One card website (www.usfca.edu/onecard). Special affiliates may furnish an e-mail address or a mailing address if an email address is not available. To receive your account statement through regular mail, the

Owner must submit a written request to the USF One Card Office indicating so. The written request should include the desired mailing address. The Owner is responsible for notifying the USF One Card Office (Attn: Don Dollars) of changes in name, e-mail, or mailing address. The Owner understands and agrees that it is his or her responsibility to review the information contained within the Account Statement for accuracy. Statements are also available by written request to the USF One Card Office. The account statement will be made available within three (3) full business days after receipt of the request.

7. Lost or Stolen Cards. The Owner understands and agrees to immediately contact the USF One Card Office as indicated on the USF ID Card to report the loss or theft of his or her USF ID Card. Once reported as lost or stolen, the USF ID Card and all associated privileges and access will be deactivated until a replacement USF ID Card is issued to the Owner subject to a USF incurred replacement fee.

8. Owner's Liability for Unauthorized Purchases. In the event that the Owner's USF ID Card is lost or stolen, the Owner is liable for up to \$50 in unauthorized card purchases provided that the USF ID Card is reported as lost or stolen to the USF One Card Office within two (2) business days after knowledge of its theft or loss. If the USF ID Card is not reported as lost or stolen within two business days but within sixty (60) days after the transmittal of a monthly account statement, the Owner may be liable for up to \$500 in unauthorized card purchases. If the Owner fails to report unauthorized card purchases within sixty (60) days of transmittal of a monthly account statement, then the Owner's liability for unauthorized card purchases may have no dollar limit.

9. Discrepancy Resolution Procedures. In the event that the Owner believes that there has been an error associated with his/her Don Dollars debit account, the Owner must notify USF by telephone at 415.422.7663 or by writing to the USF One Card Office, One Card Manager, Lone Mountain Room 130, San Francisco, CA 94117 as soon as possible. USF must hear from the Owner within sixty (60) days after the first statement on which the problem or error appeared. Notification of a discrepancy by the Owner to USF must include the following: (1) Owner's full name; (2) Owner's USF ID number; (3) a description of the transaction(s) in question, an explanation of the transaction(s) in question or why more information is being requested; (4) and the dollar amount of the suspected error. If Owner request is made orally to USF, then USF may request a written notification from the Owner. Such request must be submitted to the USF One Card Office within ten (10) business days of Owner notification. If USF does not receive the written notification within ten (10) business days, then USF may not credit the Owner's account. USF will conduct an investigation into the allegation(s) and will notify the Owner of the results of the investigation within ten (10) business days of the date that the Owner notifies the USF One Card Office. The USF One Card Office will promptly resolve any errors. If more time is required, USF may take up to forty-five (45) days from the date that the Owner notifies the USF One Card Office of the discrepancy to conduct the investigation. In the event that additional time is required, USF will notify the Owner and credit the Owner's account within ten (10) business days for the amount in question so that the Owner will have use of those funds during the investigation. USF will inform the Owner in writing of the findings of the investigation within three (3) business days of its completion. The Owner may request copies of the documents used by USF in the investigation.

10. Closing Accounts and Refunds. USF reserves the right to close an Owner's Don Dollars debit account at any time. Likewise, the Owner may close his or her Don Dollars debit account at any time; however, USF reserves the right to refuse an application to establish a new account. The Owner's Don Dollars debit account will be closed automatically if he/she fails to maintain USF affiliation. If there is a remaining balance on the Owner's Don Dollars debit account, he/she may request a refund, which will be mailed to the Owner in the form of a USF-issued check. Otherwise, the remaining balance will be applied to any outstanding financial obligation the Owner has with the University. If no such obligation exists, the balance will be forfeited, unless the Owner submits a Don Dollars Account Close/Refund Form within one (1) year of the account deactivation date. The One Card Office will begin processing the Owner's closed account

paperwork within three (3) business days. After the paperwork has been processed and filed, a refund check will be mailed to the Owner within ten (10) business days.

11. Collections. If a negative balance occurs on an Owner's Don Dollars debit account, USF will freeze the Don Dollars account and make three successive attempts to contact the Owner within a sixty (60) day period to reconcile the balance. There is a \$15 penalty for returned checks. The penalty and the returned check may be reconciled at the Bursar's Office. If three attempts have past and the negative balance has not been reconciled, the account may be assigned to a collection agency or an attorney for collection. The Owner agrees to pay any reasonable contingency collection costs and all legal fees. USF will withhold all grades, transcripts and other University services until the indebtedness is paid in full.

12. Returns and Refunds. Goods and services purchased and debited to the Don Dollars debit account may be returned according to the return policies at the location where the purchase was made. If such a return is permitted, then the Owner's account will be credited for the appropriate amount by the USF One Card Office. The Owner understands and agrees that no cash refunds may be made to the Owner.

13. Disclosure to Third Parties. Information regarding the Owner's account or transactions may be disclosed to third parties when necessary to complete transactions, when the conditions or existence of an account must be verified, to comply with government agency or court orders, or with the participant's written permission.

14. Don Dollars Office. The USF One Card Office, located in Lone Mountain, Room 130, will administer the Don Dollars debit account. USF One Card Office business hours, unless otherwise posted are Monday and Wednesday from 9:00 a.m. to 6:00 p.m.; Tuesday and Thursday from 9:00 a.m. to 5:00 p.m.; and Friday, from 9:00 a.m. to 5:00 p.m. All administrative transactions related to the Don Dollars debit account can be made during regular USF One Card Office business hours. Lost USF ID Cards and the deactivation of the services and accesses provided by the USF ID Card (Don Dollars debit account, Flexi Meal Plan, Library privileges, Koret Center privileges, card access etc...) can be made twenty-four (24) hours a day, seven (7) days a week by contacting the USF One Card Office in person or by telephone at 415.422.7663.

15. USF's Liability. USF is liable to a consumer for all damages proximately caused by failure to make an Electronic Funds Transfer in the correct amount or in a timely manner except where: (1) account has insufficient funds, (2) the funds are subject to legal process or other encumbrance, (3) such transfer would exceed an established limit, (4) such transfer is not possible due to computer failure or power failure, (5) as otherwise provided in regulations of the Board. There is no liability if, by a preponderance of the evidence, USF can show that an action or failure to act resulted from an uncontrollable act of God, circumstance or a technical malfunction know to the consumer.

16. Agreement Modifications. USF may modify the terms and conditions of this agreement. The Owner will be notified and provided with a copy of any such changes 30 days prior to their effective date. The Owner will have the right to close his or her Don Dollars debit account within thirty (30) days of such notification. If the Owner does not close his or her Don Dollars debit account within that period and after notification by USF, the Owner agrees to be bound by such changes to his or her Don Dollars debit account terms and conditions. USF may terminate this agreement and the Don Dollars debit account Program in part or in whole at any time.

17. Governing Laws. This agreement shall be governed in all respects by and construed in accordance with the laws of the State of California.