

DINING PLAN AND CAMPUS CASH AGREEMENT

This Agreement pertains to all plans, accounts and packages provided by the Faculty Student Association (FSA) as UB Campus Dining & Shops (CDS) and the use of those plans and the UB Card.

Dining Plan Information

- For record keeping purposes, the value of your Dining Plan is measured in terms of meal credits and Dining Dollar points. Each Dining Dollar point has the equivalent value of one U.S. dollar. Dining Plans are subject to certain New York State tax law provisions. As a result, except as otherwise described in this agreement, unused Dining Dollars points and meal credits cannot be refunded for non-use or any other reason.
- Dining Plans are non-transferable, they are not to be shared, 3 guest meals are included with most plans for use when you have a guest on campus and would like to purchase a dining hall meal for them.
- Freshmen living in the residence halls (Fargo, Porter, Red Jacket, Richmond, Spaulding, Wilkeson, Clinton, Dewey, Lehman, Roosevelt, Goodyear, Clement, Pritchard, MacDonald, Schoelkopf, Michael) are required to have a Dining Meal Plan both semesters of their first academic year. Freshmen may choose either the "Any 19" or the "Any 14" plan. A freshman is defined as any full-time student who has earned less than 24 credit hours while enrolled at a college or university according to their University at Buffalo transcript at the time of purchase. Resident freshmen who obtain sophomore status for the spring semester will be allowed to choose from all available Residential Dining Plans. Documentation may be required.
- Freshmen living within the residence halls will automatically be assigned and billed for the "Any 19" but may select the "Any 14" plan instead. The student's University Student Account will be charged according to the rules and regulations outlined in this Agreement.
- Upperclassmen or transfer students living in the residence halls may purchase any Resident Hall Meal Plan or a minimum of \$525 worth of Dining Dollars. An upperclassman is defined as any full-time student who has earned 24 or more credit hours at a college or university at the time of purchase.
- Upperclassmen living in University Apartments (Hadley Village, South Lake Village, Flint Village, Flickinger Court, Creekside Apartments), may purchase any Dining Plan, Block Meal Plan or a minimum of \$25 worth of Commuter Dining Dollars.
- Commuters may purchase any Dining Plan, Block Meal Plan or a minimum of \$25 worth of Commuter Dining Dollars. A commuter is defined as any student not living in the residence halls.
- Graduate Students may purchase any Dining Plan, Block Meal Plan or a minimum of \$25 worth of Dining Dollars. A graduate student is defined as any student enrolled in a masters, doctoral or graduate professional studies program without regard to location of residence.
- All residential and commuter meal plans, including the Residential Dining Dollar and Super Dining Dollar plans are sold on an annual basis and billed by semester. They will automatically renew for the Spring semester. Upperclassmen may choose to cancel their plans as described in this Agreement.
- Dining Plans are valid for an academic semester. Dining Plans are not valid over University breaks or recesses. Breaks and recess schedules are posted on <http://myubcard.com>.

- All traditional Resident Dining Plans include a fixed number of nontransferable meal credits per week or per semester. One meal credit is deducted from the weekly or semester allocation for each breakfast, brunch or dinner eaten in a Residential Dining Center or taken as an Exchange (see below). Two meal transactions may be used during each meal service period per day. Only one meal credit or exchange value may be used per transaction. The weekly meal credit allocation is reset every Saturday. Meal credits do not carry over to the following week or the following semester. Resident Block Meal Plans have a semester allotment of meals that can be used during meal service hours throughout the semester.
 - In the event a student cannot attend certain breakfast, brunch and/or dinner meals in a Residence Hall Dining center, CDS offers a Meal Exchange program. This program allows students to exchange a meal credit for a fixed value in specific UB Dining Service operations. For record keeping purposes, breakfast has an Exchange value of \$4.50, brunch an Exchange value of \$7.00, lunch an Exchange value of \$7.00, dinner an Exchange value of \$8.25, and Late Night an Exchange value of \$4.50.
 - Dining Dollars associated with your Dining Plan will transfer from the Fall 2010 semester to the Spring 2011 semester only if a Spring semester Dining Plan is purchased. Fall Dining Dollar remaining balances will be automatically added to the Spring Dining Dollar starting balance of any valid plan. If a plan is canceled for the Spring semester, remaining Dining Dollars from the Fall semester will be forfeited. All Dining Dollars must be used by May 15, 2011. Dining Dollars expire after this date.
 - Dining Plans, including Resident Block Meal Plans and Dining Dollars, may be canceled and a refund requested only if you withdraw or are officially released from the University or the Residence Halls. Meal Plan refunds for all plans except block plans will be given only for the number of full weeks remaining in the semester.
 - Commuters (including Apartment residents) are eligible to purchase any of the dining plans offered, and in addition, may purchase a Commuter Block of 50 meals. The Commuter 50 Block operates under the same guidelines as the other meal plans, thus, they will automatically renew for the Spring semester. Any meals left at the end of the Fall semester will not carry over to the Spring semester.
 - Dining Dollars may be used in the CDS convenience stores: The Elli, Campus Tees, Teddy's and the Main Street Store for non-taxable food items.
- Dining Plan Purchase and Change Dates: Fall 2010**
- Upperclassmen may choose to purchase a Dining Plan at any time. Once purchased, a Dining Plan may only be changed up to the close of business on Friday September 3, 2010. After that date the plan cannot be canceled or changed.
 - Freshmen living in the residence halls will be assigned and billed for the "Any 19" plan. Freshmen may choose to change this plan up to the close of business on Friday, September 3, 2010. After that date the plan cannot be changed or canceled.
 - You may upgrade your plan at any time during the semester.
- Dining Plan Purchase and Change Dates: Spring 2011**
- Freshmen and Upperclassmen who have a Dining Plan, Resident Dining Dollar or Super Dining Dollar

- plan will be assigned and billed for the same plan for the Spring 2011 semester.
- Changes to the assigned Dining Plan may be made in person at the UB Card Office or online at <http://myubcard.com> up through the close of business Friday, January 14, 2011. You may make one change online, subsequent changes must be made in person at the UB Card Office. The UB Card Office will be closed during the winter recess, December 21, 2010 through January 3, 2011.
 - Upperclassmen may choose to cancel their Dining Plan **IN PERSON** at the UB Card Office by the close of business December 20, 2010. No cancellations will be permitted after that date.
 - Changes after January 14, 2011 due to class conflicts or change of residence will be made on an exception basis at the discretion of the UB Card Office staff. It is the responsibility of the student to notify CDS when a change of residence occurs between the Fall and Spring semesters.
- Campus Cash Information**
- Campus Cash is a form of tender at the University at Buffalo. It is subject to New York State tax laws and University Rules and Regulations.
 - Campus Cash carries over from semester to semester and remains active over University breaks and recesses.
 - An initial purchase of \$25 worth of points is required to open a Campus Cash account. Additional points may be purchased in increments of \$25. Each point has the equivalent value of one U.S. dollar.
 - After you use your Campus Cash points for the first time, your points must be maintained in your account until (1) you officially leave the University or (2) we agree, in our sole discretion, to refund your unused points at an earlier time. When you officially leave the University or we agree to an earlier refund, unused points may be refunded to you in increments of \$10. You must request a refund by notifying the UB Card Office in writing (1) within 90 days of the end of the last semester you are officially enrolled or (2) at least 30 days in advance with respect to any other refund request. All refunds will be processed within 30 days. If you are officially leaving the University, your refund is subject to a \$10 processing fee. All other refunds are subject to a processing fee of the greater of \$10 or 5% of the value of the unused points with a cap of \$25.
 - If you officially leave the University without requesting a refund of your unused Campus Cash points, CDS will maintain your unused Campus Cash points but will charge you a monthly inactivity fee of \$10 starting with the sixth month of successive inactivity and will deduct that fee from the value of your unused points prior to issuing any refund. The amount of any monthly maintenance fee is not refundable in whole or in part and will not be restored to you even if you later request a refund of your unused points.
 - Except with respect to the refunds described in the preceding paragraph, Campus Cash may not be converted to cash. Vendor refunds or merchandise returns made for Campus Cash purchases must be refunded in Campus Cash points.

- Campus Cash may NOT be used to purchase alcoholic beverages, lottery tickets, gift cards, money orders or travelers' checks. Campus Cash may not be used as a deposit for goods or services.
- Campus Cash may not be used to purchase goods or services for resale and may not be converted to or traded or exchanged to any other form of tender in any way.

- If you live in the residence halls, your Campus Cash will be accepted for payment in Dining Service operations only if you have a current Dining Plan. If you live off campus, your Campus Cash is accepted in Dining Services operations. Campus Cash sales are taxable.

- You may use Campus Cash to add Dining Dollars to your Dining Plan or to purchase a new Dining Plan. A maximum of \$500 of Campus Cash points may be charged to your University Student Account on a daily basis. CDS reserves the right to limit charges to a Student Account.

UB Card Usage

- All UB Card Holders are bound by the UB Card Policies. Copies of the policy are available online at <http://myubcard.com> and in the UB Card Office.

- UB Campus Dining & Shops/CDS Dining Plans, Dining Dollars and Campus Cash accounts are regulated through the use of the UB Card. UB Cards are required to be presented for all transactions. No transaction will be made without a valid UB Card. A second form of ID may also be required at the discretion of any vendor. UB Campus Dining & Shops Dining Dollars and Campus Cash may be used to purchase food and products from <http://Incredibullpizza.com>. This is the only authorized online shop accepting UB Card transactions.

- Protect your UB Card as you would protect cash. Lost or stolen UB Cards MUST be reported immediately. You are liable for unauthorized use of your UB Card. You will not be liable for unauthorized use that occurs after you notify the UB Card Office of your UB Card's loss, theft or possible unauthorized use. Notification can be made online at <http://myubcard.com>, or in person at the UB Card Offices located in the Student Union or Harriman Hall, or by calling (716) 645-6344 during business hours or 1 (800) 567-8821 after business hours. You will be notified of any other methods of reporting your card lost or stolen as they become available.

- For your security, if another person uses your UB Card, it will be considered stolen and will be confiscated and destroyed. You will be charged a fee for replacement and the user may be subject to legal action. Do **NOT** lend your UB Card to anyone.

- Your UB Card may not be altered in any way. Holes may not be punched nor cut in the card. Replacements for altered cards will be reissued at the cardholder's expense. This fee will not be waived. It is the cardholder's responsibility to keep the card in a manner to prevent damage.

Business Practices

- All checks need to be made payable to "FSA-UB." Accounts opened with checks that are returned for insufficient funds will be subject to a \$25 charge to the account holder's University account.

- Under this agreement your rights and privileges are not transferable; they belong exclusively to you and may not be assigned to anyone else on a temporary or permanent basis.

- CDS accounts include Meal Plans, Block Meal Plans, Dining Dollars, Commuter Dining Dollars and Campus Cash accounts. CDS plans are available to all official Students, Faculty, and Staff of the University at Buffalo. The plans are governed by the laws of the United States, New York State, and Erie County and by the rules and regulations of the University at Buffalo and the Faculty Student Association.

- CDS plans may be purchased with cash, check, MasterCard or Visa or a charge to your University Student Account subject to the terms and conditions of the Office of Student Accounts.

- Any meal plan changes requested after posted deadlines will be reviewed on a case by case basis and may incur a fee of \$75.00, this fee is non-negotiable.

- Charges to your University Student Account are subject to CDS and University regulations and approval. Limits and deadlines apply. Purchases made with a charge to your Student Account must be paid in full by the due date of the bill on which they appear. If there is a bursar check stop or delinquent balance on your University Student Account, you will not be able to charge additional purchases to that account. You are responsible for all charges to your Student Account. If a charge does not appear on a bill as expected, call the UB Card Office for information.

- CDS reserves the right to collect payment through the student's University Student Account for payment of disputed or denied charges, including bad checks, disputed credit card charges, or non-credited checks.

- The UB Card Office is the exclusive managing agent for all CDS Dining Plans, Dining Dollars, Commuter Dining Dollars and Campus Cash accounts.

- Questions regarding accounts, changes to plans, requests for refunds, and error resolution must be made in writing to the UB Card Office. Requests made by contacting the Office of Student Accounts, Housing, Student Response Center or any other UB office will not be accepted.

- For your convenience, you may purchase, view and manage your CDS accounts online. You may purchase Campus Cash points and Dining Dollar/Commuter Dining Dollar points by using your credit card or by directing CDS to charge the purchase to your University Student Account. You can login to your account using your official UBit username and password. Do NOT reveal your password to anyone. Neither CDS nor the University at Buffalo is responsible for any charges to your Student Account resulting from the misuse of your password. Important information about your UBit username is available at <http://ubit.buffalo.edu/ubitname>.

- Meals, Dining Dollars, Commuter Dining Dollars and Campus Cash may not be used to purchase goods or services for the purpose of resale or trade or conversion to any other form of tender.

- Meal credits, Dining Dollar or Commuter Dining Dollar points and Campus Cash points obtained under this agreement have no monetary value.

- As a precaution there is a limit of 20 Dining Dollars/Commuter Dining Dollars or Campus Cash points that may be spent in vending machines each day.

- Terms and conditions of this agreement are subject to change and will be posted in the UB Card Office and on our web site at

<http://myubcard.com>.

- E-mail communications must be made using your official UB e-mail address. All communications to account and/or cardholders will be sent only to your official UB e-mail address. It is your responsibility to check that account regularly.

- Official information regarding your UB Card and Campus Dining & Shops accounts are sent via email to your official University at Buffalo email account. To insure receipt of these emails you may need to add dining-info@myubcard.com to your address book. In addition, if you forward your UB email to another email you may not receive the notice. The UB Card Office and CDS will not reply back to anti-spam bots. If the notification emails are blocked it is your responsibility to look for the information and you are still responsible for official information.

Other Information About Your Plans

- By signing this Agreement you are authorizing CDS to discuss plan information with your parent or legal guardian. If you do NOT wish CDS to disclose information about your plans to your parent or legal guardian, you MUST visit the UB Card Office and sign the appropriate form. Your decision remains in effect until changed by you by written notice to the UB Card Office or upon the next contract you sign/authorize. Logging in with your UBit username and password to purchase, change or manage your meal plan or account online is binding as your acceptance of the current Agreement.

- CDS reserves the right to contact all CDS plan holders via mail or by e-mail or other electronic means regarding official information concerning the CDS and its plans and services.

- CDS reserves the right to contact all Card Holders via mail or by e-mail or other electronic means regarding official information concerning the UB Card and associated programs.

- Due to the nature of the official notifications you may opt out in person only. Forms are available in the UB Card Offices to opt out of notifications. Upon opting out, UB CDS is no longer responsible to inform you of any changes or important information regarding your UB Card or accounts.

- CDS may contract with service providers to provide support services for CDS plans. CDS reserves the right to provide identifier, transactional, and informational data from CDS accounts to such service providers.

- From time to time official University at Buffalo partners may provide marketing information to CDS plan holders. You may opt out of this program by completing a form available from the UB Card Office.