

## MEAL 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.

### Meal Plan Information

- For record keeping purposes, the value of your Meal 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. A meal credit entitles you to one all-you-care-to-eat meal or one take-out portion in a dining center. A meal credit may also be used in specified UB Campus Dining & Shops operated locations where a credit value is assigned, as defined below. Meal Plans are subject to certain New York State tax law provisions. As a result, except as otherwise described in this agreement, unused Dining Dollar points and meal credits cannot be refunded for non-use or for any other reason.
- Meal Plans and individual meal credits are non-transferable and are not to be shared. Three guest meals are included with most plans for use in a dining center when you have a guest on campus and would like to purchase a meal for them.
- Freshmen living in the residence halls (Fargo, Porter, Red Jacket, Richmond, Spaulding, Wilkeson, Clinton, Dewey, Lehman, Roosevelt, Goodyear, Clement and Greiner is this all of them?) are required to have a Meal Plan both semesters of their first academic year. Freshmen may choose either the “Any 19” or the “Any 14” Meal Plan. A freshman is defined as any full-time student who has earned less than 24 accepted credit hours at a college or university according to their University at Buffalo transcript at the time of purchase. Documentation may be required to demonstrate qualification.
- Freshmen living within the residence halls will automatically be assigned and billed for the “Any 19” Meal Plan, but may select the “Any 14” Meal 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. They also may choose to purchase a minimum of \$950 worth of Dining Dollars which are valid for the entire academic year. An upperclassman is defined as any student not defined as freshmen as previously stated in this agreement.
- Upperclassmen living in the on-campus University at Buffalo Apartments (Hadley Village, South Lake Village, Flint Village, Flickinger Court and Creekside Apartments) may purchase any Meal Plan, Block Meal Plan or a minimum of \$25 worth of Commuter Dining Dollars.
- Commuters may purchase any Meal 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 Meal Plan, Block Meal Plan or a minimum of \$25 worth of Dining Dollars. A graduate student is defined as any student enrolled in a Master’s, Doctoral or graduate professional studies program without regard to location of residence.

- All residential and commuter Meal Plans , excluding the Upperclassman Residential Dining Dollar plan and the Apartment Dining Plan, are sold on an annual basis and billed by semester. They will automatically renew for the spring semester. Upperclassmen may choose to cancel their Meal Plan as described in this Agreement.
- Meal Plans are not valid over University breaks or recesses. Breaks and recess schedules are posted on <http://MyUBCard.com>.
- All traditional Resident Meal 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 a meal credit (see below). Two meal credits may be used during each meal service period per day. 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 that a student does not attend certain breakfast, brunch and/or dinner meals in a Residential Dining Center, a meal credit may also be used in any specified UB Campus Dining & Shops operated location. Each meal credit has a fixed value based on the meal period: a breakfast credit has a value of \$4.50, a brunch credit has a value of \$8.50, a lunch credit has a value of \$8.50, a dinner credit has a value of \$8.50, and a Late Night credit has a value of \$5.00. Specific locations and times for meal credit values are posted at each unit and are available on <http://MyUBCard.com> and the mobile version at <http://m.MyUBCard.com>. The credit value represents the maximum value that will be deducted from your purchase total; it has no monetary value and no change or remaining credit will be given.
- Dining Dollars associated with your Meal Plan will transfer from the fall 2014 semester to the spring 2015 semester only if a spring semester Meal Plan is purchased. Remaining fall Dining Dollar balances will automatically be added to the spring Dining Dollar starting balance of any valid plan. If a Meal 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 16<sup>th</sup>, 2016, as they will expire after this date.
- Meal Plans, including Resident Block Meal Plans and Dining Dollars, may be canceled and a refund may be requested only if you withdraw from the University at Buffalo or are officially released from the University or from your Campus Living contract. Meal Plan refunds for all plans except block plans will be pro-rated for the number of full weeks remaining in the 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.

**Meal Plan Purchase and Change Dates: Fall 2015**

- Upperclassmen may choose to purchase a Meal Plan at any time. Once purchased, a Meal Plan may only be changed up to the close of business on Friday, September 4<sup>th</sup>, 2015. After that date, the Meal Plan cannot be canceled or changed for the fall semester.
- Freshmen living in the residence halls will be assigned and billed for the “Any 19” Meal Plan. Freshmen may choose to change this plan to the “Any 14” Meal Plan up to the close of business on Friday, September 4<sup>th</sup>, 2015. After that date, the plan cannot be decreased or canceled.
- You may upgrade your Meal Plan at any time during the semester.

### **Meal Plan Purchase and Change Dates: Spring 2016**

- Freshmen and Upperclassmen who have a Meal Plan or Resident Dining Dollar plan for the fall 2015 semester will be assigned and billed for the same plan for the spring 2015 semester.
- Changes and cancellations of the assigned Meal Plan may be made in person at the UB Card Office. Changes can additionally be made online at <http://MyUBCard.com> up through the close of business December 21, 2015. The UB Card Office will be closed during the winter recess (December 22, 2015 through January 4, 2016). During this period changes may still be made online. The UB Card Office will reopen on January 4, 2016 and changes can be made in the office or online. The final day to change a plan for the spring semester is January 22, 2016.
- **Upperclassmen may choose to cancel their Meal Plan IN PERSON at the UB Card Office by the close of business December 21, 2015. No cancellations will be permitted after that date.**
- Changes after January 22, 2016 due to class conflicts or a 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. Any change made after the deadline will be subject to a late change fee.

### **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 points 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, tobacco products, 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 with the exception of purchasing Dining Dollars.
- Campus Cash sales are taxable.
- You may use Campus Cash to add Dining Dollars to your Meal Plan or to purchase a new Meal Plan. A maximum of \$500 worth 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 Meal Plans, Dining Dollars and Campus Cash accounts are regulated through the use of the UB Card. UB Cards are required to be presented for in-person 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> and <http://UBCampusTees.com>. These are the only authorized online shops accepting UB Card transactions.
- Protect your UB Card as you would cash. Lost or stolen UB Cards MUST be reported immediately. You are liable for any unauthorized use of your UB Card prior to reporting its loss, theft or possible unauthorized use. 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 by

visiting <http://MyUBCard.com> on your computer or other web-enabled device, in person at the UB Card Offices located in the Student Union and 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 card may contain a computer chip or radio with antenna as well as the magnetic stripe. Misuse, abuse or alteration of the card may render these features inoperable. 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 prevent damage to their UB Card.

### **Business Practices**

- All checks must be made payable to "FSA-UB." Checks that are returned for insufficient funds will be subject to a \$25 charge to the account holder's University account in the form of Campus Cash. If there are insufficient funds to cover the cost of the fee, Campus Cash will be added and charged to the student's 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, FlexiBull Bucks and Campus Cash accounts. CDS Meal Plans are available to all registered Students of the University at Buffalo. CDS Meal 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 Meal Plans may be purchased with cash, check, MasterCard, Visa and Discover (in person only) or with a charge to your University Student Account subject to the terms and conditions of the Office of Student Accounts.
- Any Meal Plan change or cancellation requested after posted deadlines will be reviewed on a case-by-case basis and will incur a fee of \$50; 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 Meal Plans, Dining Dollars, Commuter Dining Dollars and Campus Cash accounts.
- Questions regarding accounts, changes to Meal 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 or Campus Living 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 UBITName 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 UBITName is available at **<http://ubit.buffalo.edu/ubit>** .
- Meals, Dining Dollars, Commuter Dining Dollars, FlexiBull Bucks and Campus Cash may not be used to purchase goods or services for the purpose of resale, trade or conversion to any other form of tender.
- Meal credits, Dining Dollar or Commuter Dining Dollar points, FlexiBull Bucks 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 Dollar 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 regarding your accounts 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](mailto:dining-info@MyUBCard.com) to your address book. In addition, if you forward your UB email to another email address, you may not receive these notices. The UB Card Office and CDS will not reply back to anti-spam requests. If the notification emails are blocked, it is your responsibility to look for the information and you will still be held accountable for official information.
- CDS may use forms of social networking and other electronic communication including but not limited to Facebook, Twitter, mobile applications and SMS / text messaging for promotional purposes or to communicate with its customers. Use of these services is optional and you are responsible for any costs

or liabilities resulting from the use of these services. Once contact is made to CDS via these services it is your responsibility to opt-out using the standard methods provided by the service provider.

UB Campus Dining & Shops maintains a series of convenience websites for information, marketing, e-commerce and account management. CDS, its vendors and its partners use best practices to maintain a high level of availability and content accuracy within these sites. There may be occasional service outages of these sites due to various technical reasons both under the control and out of the control of the service provider. There may, from time to time, be typographical or informational errors due to both technical and human factors. CDS and/or its vendors or partners have no legal or financial obligations for these errors when they occur.

### **Other Information About Your Plans**

- By confirming this Agreement you are authorizing CDS to discuss Meal Plan information with your parent or legal guardian. If you do NOT wish CDS to disclose information about your Meal Plan 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 in a written notice to the UB Card Office or upon the next contract you sign/authorize. Logging in with your UBITName 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 by mail, e-mail or other electronic means regarding official information concerning CDS and its plans and services.
- CDS reserves the right to contact all Card Holders by mail, e-mail or other electronic means regarding official information concerning the UB Card and associated programs, and for University departmental purposes.
- Due to the nature of these official notifications, you may only opt out in person at the UB Card Office. 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.