

UB CARD ACCOUNTS AGREEMENT

This Agreement applies to the meal plans, Campus Cash/Flexibull Bucks plan, and the UB Card services provided to a student by the Faculty Student Association (FSA) operating as Campus Dining & Shops (CDS)

I. MEAL PLANS

A. Definitions.

1. **You**—the student entering into this Agreement.
2. **We or Us**—FSA and/or CDS.
3. **Flex Plan**—A meal plan allowing You a fixed number of meals per week at one of our on-campus dining centers, plus an initial allocation of Dining Points that you may later supplement.
4. **Dining Point** —A unit of value allowing you to purchase one dollar worth of food at the dining halls, cafes, restaurants, on campus convenience stores and vending machines operated by CDS.
5. **Undergraduate**—Any student who has not yet received a bachelor's degree or its equivalent.
6. **Freshman**—Any undergraduate whose high school graduation date was less than thirteen months from the last day of the semester to which this Agreement applies.
7. **Non-freshman**—Any undergraduate who is not a freshman.
8. **Graduate Student**—Any student who is enrolled in a Master's, Doctoral or graduate professional studies program.
9. **Commuter**—Any student who does not live in a campus residence hall. Residents of on-campus apartments are considered commuters for purposes of this agreement.
10. **Meal**—Any breakfast, lunch, brunch, dinner or late-night snack, determined based on the meal period during which the food is served.
11. **Meal Exchange** —The value We ascribe to a Meal as part of a Flex Plan, based on the meal period in which it is used. For the 2020 Fall semester and the 2021 Spring semester the meal exchange values are: Breakfast \$5.25; Brunch/Lunch \$10.00; Dinner \$10.00; Late-Night \$6.00.

B. The Meal Plans (and pricing) we offer for Spring 2021 semester provide meal service through breakfast on May 16th, 2021.

1. **Flex 14 (\$3,095)**—Under this plan You are entitled to fourteen meals per week plus an initial allocation of 450 Dining Points.
2. **Flex 10 (\$2,245)**—Under this plan You are entitled to ten meals per week plus an initial allocation of 290 Dining Points.
3. **Flex 7 (\$1,650)**—Under this plan You are entitled to seven meals per week plus an initial allocation of 260 Dining Points.
4. **Plan 950 (\$950)**—Under this plan You are entitled to an initial allocation of 950 Dining Points. You may supplement this by buying additional Dining Points.
5. **Commuter Dining Points**— Dining Points can be purchased in \$25 increments.

C. General rules and limitations.

1. No Transfer—Neither your meals nor your Dining Points are transferable to other students or guests.

2. Expiration of Meals and Dining Points —

a. Flex Plans: Meals under the Flex plans are amortized weekly. The weekly meal allocation is reset every Saturday. You cannot carry-over unused meals from one week to the next. Any unused meals are non-refundable. We will not return to You the value of the unused meals credits. See b., below, for the treatment of Dining Points.

b. Unused Dining Points under any Flex Plan, Plan 950 or Commuter Dining Points may be carried over week-to-week. Dining Point balances remaining at the end of the Fall semester will be carried over to the Spring semester only if a Spring semester meal plan is purchased. If a Spring meal plan is not purchased, any unused Dining Points are non-refundable. Unless your plan is terminated (see below) We will not return to You any value of unused Dining Points. Dining Points remaining at the end of the Spring semester will not be carried over to another semester and unused Dining Points are non-refundable.

3. Freshmen—Freshmen living in an on-campus residence hall are automatically assigned the Flex 14 Meal Plan and will automatically be billed for the Flex 14 Meal Plan. The student's University Student Account will be charged according to the rules and regulations outlined in this Agreement.

4. Use of Meals—

a. Use: A Meal entitles you to one meal in a dining center. A Meal Exchange may also be used in specified CDS operated locations where a credit value is assigned, as defined below.

b. Limitation on use of Meals: You may use up to two Meal Exchanges per breakfast, lunch, brunch, dinner or late-night meal period but only one Meal Exchange per transaction is allowed.

c. No change will be given if the value of the food purchased is less than the-Meal Exchange being used.

d. Meals are not available during University breaks, recesses, or temporary campus closures.

5. Non-freshmen, commuters and graduate students—

a. Any Non-freshman living in an on-campus residence hall may purchase any Meal Plan.

b. Any Commuter may purchase any Meal Plan, or a minimum of \$25 worth of Dining Points.

c. Any Graduate Student, without regard to location of residence, may purchase any Meal Plan or a minimum of \$25 worth of Dining Points.

6. Term—While Meal Plans are sold on an annual basis, they are billed by semester and expire at the end of the semester. Fall semester plans automatically renew for the Spring semester.

7. Dining Points are valid over breaks and recesses during the term of the plan. Breaks and recess schedules are posted on myubcard.com. Dining Points may be used to purchase only non-taxable food items at CDS convenience stores: The Elli, Campus Tees, Teddy's and the Main Street Store.

D. Plan termination and refunds.

1. Meal Plans may be terminated and a refund may be requested only if You officially withdraw from the University or are officially released from the University and You are released from your Campus Living contract. We have the discretion to terminate the plan if there is a natural disaster or a man-made disaster.

2. Refunds for terminated plans—

a. Flex Plans: If a Flex Plan is terminated, any refund or credit due to You will be equal to **the sum of the entries in Columns A and B for your meal plan** that coincides with the date of the termination as indicated on the **Flex Plan Termination Table**. The 2021 Spring Semester Flex Plan Termination Table is attached. The amounts to be refunded take into account an administrative fee that is amortized over the third through tenth weeks of your Meal Plan and the amortization of the Meals and Dining Points available under your Meal Plan.

b. Plan 950: If your Plan 950 is terminated, We will refund to You the Dining Points balance in the plan at the date of termination-valued in dollars less an administration fee of twenty-five percent.

E. Meal Plan Purchase and Change Dates.

1. Fall 2020.

Once purchased, a Fall semester Meal Plan may only be changed up to the close of business on September 4, 2020. After that date, the Fall semester Meal Plan cannot be changed or terminated except as provided in this Agreement. However, You may upgrade your Meal Plan at any time during the Fall semester.

2. Spring 2021.

Students who have a Meal Plan for the 2020 Fall semester will be assigned and billed for the plan for the 2021 Spring semester that most closely resembles their 2020 Fall semester plan. Plan prices and terms may vary due to the number of weeks the campus will be open to students.

Changes to your assigned Meal Plans may be requested in person at the UB Card Office and online at myubcard.com up through the close of business on Friday of the first week of the 2021 Spring semester. Requests for cancellations of any unused Meal plans may be made in person at the UB Card Office or by email to ubcard-info@buffalo.edu through the close of business on Friday of the first week of the Spring semester. The UB Card Office may be closed during the winter recess. During this period changes (but not cancellations) may be made online.

Changes or cancellations requested after the close of business on Friday of the first week of the Spring semester (e.g. due to a change of residence or class schedule) may be granted 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 discretionary change or termination permitted after the deadline will be subject to a non-negotiable \$50 late change fee.

II. CAMPUS CASH, FLEXIBULL BUCKS AND ACADEMIC BOOKS & SUPPLIES ACCOUNTS

Campus Cash and Flexibull Bucks. Campus Cash and Flexibull Bucks are forms of tender used at the University at Buffalo. Their usage is subject to New York State tax laws and University Rules and Regulations. (Campus Cash is for student use, Flexibull Bucks are for Faculty/Staff use.)

Campus Cash and Flexibull Bucks carry over from semester to semester and remain active over University breaks and recesses.

A. Campus Cash

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 for the first time, unused points are 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. 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 or you discontinue the use of your Campus Cash for a six month consecutive period, We 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 to purchase goods or services for resale and may not be converted to or traded or exchanged for any other form of currency with the exception of a student purchasing Dining Points.

Campus Cash purchases are subject to Erie County and New York State tax regulations.

You may use Campus Cash to add Dining Points to your Meal Plan. You may add points to your Campus Cash account online at <https://myubcard.com/GET> or using the GET app with a credit card.

B. Flexibull Bucks

An initial purchase of \$25 worth of Flexibull Bucks points is required to open a Flexibull 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 Flexibull Bucks points for the first time, unused points are maintained in your account until you request a refund of the remaining balance.

Flexibull Bucks points may not be converted to cash. Vendor refunds or merchandise returns made for Flexibull Bucks purchases must be refunded in Flexibull Bucks points.

Flexibull Bucks may NOT be used to purchase alcoholic beverages, tobacco products, lottery tickets, gift cards, money orders or travelers' checks.

Flexibull Bucks may not be used to purchase goods or services for resale and may not be converted to or traded or exchanged for any other form of currency.

Flexibull Bucks purchases are subject to Erie County and New York State tax regulations.

You may add points to your Flexibull Bucks account online at <https://myubcard.com/GET> or using the GET app with a credit card.

C. Academic Books & Supplies

Funds from Financial Aid awards may be added to a specific UB Card Academic Books & Supplies account starting two weeks prior to the start of each semester. You must have aid available (you will be assigned a "To Do" item in HUB if you are eligible). Those funds are valid for specifically designated academic-related or supply purchases at the University Bookstore, Architecture Department and Greeks & Sneaks Bookstore. Funds will carry over from the Fall semester to the

Spring semester. Any remaining balances from funds that were added by the student (not a separate department) will be refunded to their Student Account in April. Should this result in a credit balance on the Student Account the refund would be issued by the Office of Student Accounts.

III. UB CARD USAGE

All UB Card Holders are bound by the UB Card Policies. Copies of the policy are available online at myubcard.com and in the UB Card Office.

CDS Meal Plans, Dining Points, Campus Cash, Flexibull Bucks and Academic Books and Supplies accounts are regulated through the use of the UB Card and associated online and mobile apps. UB Cards are required to be presented for in-person transactions. No transaction will be made without a valid UB Card, however, the use of the Mobile ID app is allowed in most CDS and affiliated locations. A second form of ID may also be required at the discretion of any vendor. Dining Points and Campus Cash may be used to purchase food from incredibullpizza.com. Academic Books & Supplies funds may be used on-line at the University at Buffalo book store. 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 myubcard.com on your computer or other web-enabled device, including the GET mobile app, in person at the UB Card Offices located on the North and South Campuses, or by calling (716) 645-6344. 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 must 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.

IV. GENERAL BUSINESS PRACTICES

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. You may not provide any portion of your meal plan or dining points or products purchased with the plan to any person or business for reimbursement or fee or value in-kind.

CDS accounts include Meal Plans, Dining Points, Commuter Dining Points, Flexibull Bucks, Campus Cash, and Academic Books & Supplies 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 a charge to your University Student Account subject to the terms and conditions of the Office of Student Accounts.

Any Meal Plan change or termination 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 financial hold 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.

Additions made to UB Card accounts are not disputable. Should a transaction be disputed the account will be frozen until the matter is resolved. Non-payment for services is considered theft and will be treated as such.

The UB Card Office is the exclusive managing agent for all CDS Meal Plans, Dining Points, Campus Cash, Flexibull Bucks and Academic Books & Supplies accounts.

Questions regarding accounts, changes to Meal Plans, requests for refunds, and error resolution must be made in writing to the UB Card Office. Communications may be sent to UB Card Office email to ubcard-info@buffalo.edu.

For your convenience, you may purchase, view and manage your CDS accounts online at <https://myubcard.com/GET> or using the GET app. or by using the GET app on your mobile device. You may purchase Campus Cash, Dining Points, Commuter Dining Points, Flexibull Bucks accounts by using your credit card. In addition you may purchase Dining Points and Commuter Dining Points by directing CDS to charge the purchase to your University Student Account. Some restrictions may apply. 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 ubit.buffalo.edu/ubit.

Meals, Dining Points, Commuter Dining Points, 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.

Other than as contemplated in this Agreement, Meals, Dining Points, Commuter Dining Points, FlexiBull Bucks, Campus Cash, and Academic Books & Supplies obtained under this agreement have no monetary value.

As a precaution there is a limit of 20 Dining Points/Commuter Dining Points or Campus Cash points that may be spent in vending machines each day. The limit for Vengo machines is 35 Campus Cash points per day.

Terms and conditions of this agreement are subject to change and will be posted in the UB Card Office and on Our website at 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 CDS 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 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.

We 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 You. Your 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 by You to Us via these services it is your responsibility to opt-out using the standard methods provided by the service provider.

We maintain a series of convenience websites for information, marketing, e-commerce and account management. We, our vendors and our 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. We, our vendors and/or our partners have no legal or financial obligations for these errors when they occur.

V. 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 agreement 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 this 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, CDS will no longer be 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.

VI. DATA USE AND PRIVACY

To manage your Meal plan and associated debit accounts we collect information to identify You including your UBit, Person number and UB Card identification numbers which may include the 16-digit card number and the Mifare numbers. In addition we store physical address information as provided to the University at Buffalo. We store any UB Card accounts you may have and transactional information from the use of those accounts. If you use GET or Mobile ID, transactional information is stored on our service providers' servers. Privacy information for those service providers are available from their websites.

We do not share or provide information to any third party that is not a direct service provider for our systems and only for the purpose of providing those contracted services. Transactional information is available for you to review anytime by logging into your account at myubcard.com/GET or by using the GET app

Any information We collect is available for use by authorized parties and departments at the University at Buffalo for the purpose of providing services, institutional analysis and campus safety.

FALL SEMESTER 2020

FLEX PLAN TERMINATION TABLE

If a Flex Plan is terminated, any refund or credit due to You will be equal to **the sum of the entries in Columns A and B for your meal plan** that coincide with the date of the termination as indicated, **less** any other offsets or charges provided for in the UB Card Accounts Agreement:

	Flex 14		Flex 10		Flex 7	
	Column A	Column B	Column A	Column B	Column A	Column B
Terminations during the week ending	Amortized Meal Credit and Admin Fee	The lesser of Dining Points balance or the following amortized amount	Amortized Meal Credit and Admin Fee	The lesser of Dining Points balance or the following amortized amount	Amortized Meal Credit and Admin Fee	The lesser of Dining Points balance or the following amortized amount
1/29/21	2,479.69	421.88	1,832.81	271.88	1,303.13	243.75
2/5/21	2,314.38	393.75	1,710.63	253.75	1,216.25	227.50
2/12/21	2,052.34	365.63	1,518.28	235.63	1,077.81	211.25
2/19/21	1,790.31	337.50	1,325.94	217.50	939.38	195.00
2/26/21	1,528.28	309.38	1,133.59	199.38	800.94	178.75
3/5/21	1,266.25	281.25	941.25	181.25	662.50	162.50
3/12/21	1,004.22	253.13	748.91	163.13	524.06	146.25
3/19/21	742.19	225.00	556.56	145.00	385.63	130.00
3/26/21	480.16	196.88	364.22	126.88	247.19	113.75
4/2/21	218.13	168.75	171.88	108.75	108.75	97.50
4/9/21	52.81	140.63	49.69	90.63	21.88	81.25
4/16/21	-	112.50	-	72.50	-	65.00
4/23/21	-	84.38	-	54.38	-	48.75
4/30/21	-	56.25	-	36.25	-	32.50
5/7/21	-	28.13	-	18.13	-	16.25
5/14/21	-	-	-	-	-	-