



Fenway Cash Terms & Conditions

Please read and acknowledge this Agreement before using your Fenway Cash account. It contains the terms and conditions of the Fenway Cash account linked to Your Fenway Card. By adding value, registering for online account access and/or using Your Fenway Cash account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the Fenway Cash account. The term of this contract begins when these terms are acknowledged and ends when the participant graduates or withdraws from their member institution within the Colleges of the Fenway (students), terminates employment (faculty/staff/employees) or the participant's Fenway Card expires (other individuals).

You acknowledge and agree that any use of Your Fenway Card or Your Fenway Cash account constitutes acceptance of the terms of this Agreement, and that this Agreement contains the entire and final agreement and expressly supersedes all prior agreements and understandings, both written and oral, between You and Us concerning the Card and the Account. If any provision of any agreement, rule or policy that governs Your Card is inconsistent with a provision of this Agreement, the provisions of this Agreement, as amended, will apply to Your Card. If Your account closes, this agreement will automatically terminate.

1 Definitions

- a. You and Your each mean the Cardholder.
 - b. We, Us and Our each mean member colleges of Colleges of the Fenway.
 - c. Cardholder means an individual in whose name and for whose benefit a Fenway Card is to be issued or has been issued by a member of the Colleges of the Fenway.
 - d. Contributor means an individual other than the Cardholder who loads value to a Fenway 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. College means a member of Colleges of the Fenway.
 - g. Service Provider means a third party contracted by Colleges of the Fenway that provides certain support and marketing services for Your Fenway Card and Fenway Cash account
 - h. Fenway Card means the Official Colleges of the Fenway ID Card issued by a member of Colleges of the Fenway to Cardholder.
 - i. Fenway Cash account means an account with pre-paid value that can be accessed using Your Fenway Card. A Fenway Card may have one or more accounts.
 - j. Card Program Website means the Website containing information about the Fenway Card Program.
 - k. Web Account Care Center means the area of the Fenway Card Program Website where Cardholders may login and manage their individual Fenway Card and Fenway Cash account.
 - l. Card Payment Service means a service whereby a Cardholder can access value associated with one or more Fenway Cash account linked to his/her Fenway Card.
 - m. Registration means the electronic process used by Cardholder to set-up online Fenway Cash account access at the Fenway Card Program Website.
 - n. Accepting Location means a point-of-sale location that is authorized to accept the Fenway Cash account for the purchase of goods and services.
 - o. Web User Account means the Cardholder account that enables a Cardholder to access and manage their Fenway Cash account via the Web Account Care Center.
- c. You are at least thirteen 13 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.

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

4 Contact Information

If You have questions regarding Your Fenway Card or Fenway Cash account You may call 877-COF-8340, email mycard@fenwaycard.com or write to Fenway Card Service Center, PO Box 1305, Doylestown, PA 18901-0117. You may also get support by visiting Our Website at www.fenwaycard.com.

5 Card Accounts

Your Fenway Card 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 Fenway Card. Fenway Cash account funds are stored in an aggregate bank account maintained by the College. Cardmember, Card and Account information are kept on computer systems maintained by Service Providers contracted by the College. You agree and give the College permission to share your personal information with such Service Providers in order that they can perform data processing required to provide these and other Card related services.

Colleges of the Fenway and its members are not acting as a trustee, fiduciary or escrow with respect to value in Fenway 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 Accounts, value associated with Accounts is not insured by the Federal Deposit Insurance Corporation (FDIC).

6 Registration

You can register for online account access to Your Fenway Cash account at the Web Account Care Center. In order to register Your Fenway Cash account You will need to validate personal information, provide information from Your Fenway Card, agree to these Fenway 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, your college has the right to terminate Your use of the Service and your college, 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 may 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 Fenway Cash account secure. You will be responsible and liable

2 Fenway Card Description

Your Fenway Card is a multiple function device that can be used for the following applications:

- a. Official identification card for a member college of Colleges of the Fenway
- b. Access device for board plan accounts.
- c. Access device for one or more pre-paid Fenway Cash accounts

3 Eligibility

- a. You are an authorized member of a college which is a member of Colleges of the Fenway.
- b. You have the following data on record with a member college of the Colleges of the Fenway: First Name, Last Name, Date of Birth



for all instructions received at the Fenway Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Colleges of the Fenway and its members are 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 Fenway Card 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 Fenway Cash account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available.

9 Electronic Statements & Communications

This disclosure contains important information about how we will deliver disclosures and notices required by applicable law to you and all other communications about Your Fenway Card and Your Fenway Cash account and the related services made available. We will call these disclosures, notices and communications a "Notice." Please read it carefully and retain it for your files. To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Fenway Cash account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from the college or Colleges of the Fenway in electronic form. Electronic Communications may be posted on the pages within the Fenway Card 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. The Colleges of the Fenway and its members reserve 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 your member college of Colleges of the Fenway of Your decision to do so by contacting us or by telephoning customer service. If You revoke Your consent to receive Communications electronically, your member college of Colleges of the Fenway will terminate Your right to use the Fenway 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, notify us immediately using the information of the Contact section of this agreement.

9.1 Hardware And Software Requirements

In order to access the Fenway Card Program Website and to access, receive and retain Notices electronically, You must provide at Your own expense all necessary telephone lines, Internet or other connections and equipment needed to access our web site and to access, receive and retain Notices electronically. In addition, your personal computer must meet the following minimum requirements: an Internet web browser with capabilities to support a minimum 128 bit encryption (America Online®, Netscape and Internet Explorer, version 4.0 or above, are examples), web browser configured to allow 3rd party cookies, e-mail software, and a printer that is capable of printing from your Internet web browser. You confirm that Your computer satisfies these specifications and requirements and that You can access, receive and retain the Notices electronically.

10 Correct Email and Mailing Address

You agree and warrant that You have access to the Internet and to a current functional personal email address. You have the sole responsibility for providing your member college of Colleges of the Fenway with a correct and operational email address. Colleges of the Fenway 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 your member college of Colleges of the Fenway of any change in Your email.

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

11 Using the Fenway Cash Account

You may use the Fenway Card for the following purposes:

- Pay for goods and services at accepting locations on and around campus
- Obtain balances and review transaction activity online.
- Access telephone customer support.
- Add value to Fenway Cash account using a check, credit card or debit card.

11.1 Multiple Accounts

Your Fenway Card 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 Fenway Card 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 Fenway Cash Account Spending &-Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$1,000
Daily Self-Service Spend Limit	\$50
Minimum Value Add	\$20
Maximum Value Add	\$3,000
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$1,000
Accepting Locations	All

12 Adding Value to Fenway Cash Accounts

You, Contributors and Authorized Guest Users may add value to select Fenway Card Accounts at the Web Account Care Center or by mail subject to the limitations provided herein.

We reserve the right to accept or reject any request to add additional value to Fenway Card Accounts, in Our sole discretion. If any transfer of value to a Fenway Cash account becomes subject to any stop payment order or chargeback after value has been credited to the Fenway Cash account, We will be entitled to recover the full amount of the stopped or charged-back payment by deducting an equivalent amount from the Fenway 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.

12.2 Quick Re-Value

Contributors (i.e. parents, family, friends) can add value to Your Fenway Cash account via the Fenway Card Program Website without logging-in to Your account by entering unique personal information, then following prompts on the web site. 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 the 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 cards from Your account at Our discretion. You or Authorized Guest Users may edit saved payment methods at any time at the Web Account Care Center.



12.4 Automatic Recurring Payments

You and Authorized Guest Users may provide instructions to automatically add value to Your Fenway 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 at the Web Account Care Center.

13 Making Purchases with Fenway Cash

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

14 Stop Payments

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT. The fact that you initiate electronic fund transfers from your Account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer.

15 Fenway Cash Receipts

You agree to sign a receipt for any transaction made with Your Fenway Cash account where requested by the accepting location. You will receive a receipt for most transactions. You may not receive a receipt at dining halls and certain self-service locations such as vending, laundry and copy machines.

16 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible Fenway Cash account, the transaction will be declined. If, for any reason, a transaction is processed for more than the value in the Fenway 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 Fenway Cash account or any other Fenway Card Accounts or Payment Methods You have on file with your member college of Colleges of the Fenway, (ii) suspend Your Fenway Cash account until payment on negative account is made in whole and (iii) All financial obligations for tuition, room, board, fees and other costs and charges of a student to all departments or enterprises of the College 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 owing 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.

17 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 Fenway Cash account use with individual locations may be tracked and recorded by us so that You may participate and benefit from these programs.

We may also from time to time credit Your Account with additional funds, depending on the amount of funds You place in your Account or the amount used at certain locations or merchants. If We do this, we may give you a

receipt. However, if Your Account closes for any reason, We will not refund any such credits to You.

18 Lost or Stolen Fenway Cards

Tell Us AT ONCE if (i) Your Fenway Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Fenway Cash account without Your permission. You may be responsible for the unauthorized use of the Fenway Cash account if You fail to notify Us that the Fenway Card has been lost or stolen You can suspend Your Fenway Cash account at the Web Account Care Center or by calling us at 877-COF-8340 or by contacting your campus office that issued your Fenway Card. Telephoning is the best way of minimizing your possible losses. You can lose no more than \$50 if You fail to give us notice of a lost or stolen Card and someone uses your Card without your permission. When Your Fenway Card has been reported lost or stolen, We will suspend the Fenway Cash account to prevent unauthorized use. You must visit your campus office responsible for issuing the Fenway Card to request a replacement card. You may be charged a card replacement card fee up to \$50. For details on the specific fee schedule for your campus contact the Fenway Card Service Center at 877-COF-8340 or mycard@fenwaycard

18.1 Re-Activating Fenway Cash Account

If You find Your Fenway Card after it has been reported lost, You may re-activate the Fenway 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 Fenway Cash account at the Web Account Care Center. Once a replacement card is issued, no prior card may be re-activated.

19 Disputes/Returns

You agree to work to resolve all disputes about purchases made using the Fenway Cash account with the merchant or location that accepted the Fenway Card. If You are entitled to a refund for any reason for goods or services obtained with the Fenway Cash account, You agree to accept credits to the Fenway Cash account in place of cash.

20 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 You can 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:

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

If an account holder makes an oral request, We may require that the account holder send the question in writing within 10 business days.

We will tell You the results of Our investigation within 10 business days after We hear from You and will correct any error promptly. If We need more time, We may take up to 45 days to investigate the discrepancy. If We decide to do this, We will re-credit the account holder's account within 10 business days for the amount of the discrepancy, so that the account holder will have use of the value during the time it takes us to complete Our investigation. 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.



21 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:

Fenway Card Service Center
PO Box 1305
Doylestown, PA 18901-0117

1. Refund To You:
 - a. You may request a refund of your Fenway Cash account balance when you graduate, withdraw or leave your member college of Colleges of the Fenway. Proof of withdrawal or dismissal is required.
 - b. Refunds are processed when:
 - i. The accounts balance is \$15.01 or more AND
 - ii. A written refund request is submitted
 - c. A refund service fee up to \$15 may be deducted from the refund.
 - d. No refunds will be issued for amounts less than \$15.
 - e. Refund Methods:
 - i. Credit Card: If a credit card was used to add value to Fenway 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. refund amount is less than last add value transaction.
 - ii. Checks: Refund checks will be mailed to Your mailing address on file with Your member school 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;
 - iii. ACH: Refund will be posted to the bank account provided. A valid routing and account number will be required.
2. Bequest to another Cardholder:
 - a. You may initiate a bequest when you graduate, withdraw or leave your member college of Colleges of the Fenway. Proof of withdrawal or dismissal is required.
 - b. Bequests from faculty and staff are accepted at any time.
 - c. Bequests are processed when:
 - i. The account balance is \$15.01 or more AND
 - ii. A written refund request is submitted.

22 Inactivity

If You do not use or re-load a Fenway Cash account for twelve (12) consecutive calendar months, the Account will be considered inactive and You may be charged a monthly Inactivity Fee. If a Fenway Cash account is inactive and has zero value it will be closed.

23 Unclaimed Property

If You do not access Your Fenway Cash account for a period of eighteen (18) months, it will be terminated. After the date of termination, We will use the information You provided to try to send You any funds that We are holding in custody for You. If that information is not correct, and We are unable to complete the payment to You, Your funds will be subject to applicable state laws regarding escheat of unclaimed property. You may also be charged an Account Closing Fee.

24 Service Fees

Based on your campus affiliation, You may be assessed an amount up to the maximum 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 Fenway Cash balance at the time the fee or charge is incurred. For the specific fee schedule for your campus contact the Fenway Card Service Center at 877-COF-8340 or mycard@fenwaycard

Returned Payment/Check	\$35.00/each
Card Replacement	\$50.00/Card
Inactive Account Fee	\$25.00/month
Account Closing Fee	\$15.00/account
Account Refund Fee	\$15.00/refund

25 Cancellation; Suspension of Use

Your member college of Colleges of the Fenway and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Fenway Card and/or Fenway Cash account. Your member college of Colleges of the Fenway may refuse to issue a Fenway Card or may revoke the Fenway Card privileges with or without cause or notice. The Fenway Card at all times remains the property of your member college of Colleges of the Fenway and may be repossessed by your member college at any time. If You would like to cancel use of the Fenway Card or Fenway Cash accounts, You may do so by contacting The Fenway Card Service Center, PO Box 1305, Doylestown, PA 18901-0117. You agree not to use or attempt to use an expired, revoked or otherwise invalid Fenway Card. At all times, You shall surrender the Fenway Card to us upon request.

We reserve the right to assess an Account Closing Fee.

26 Liability for Failure to Make Transfers

If we do not complete a transfer to or from Your Fenway 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 instance:

- 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 Fenway Card

27 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your Fenway Cash account or the transactions You make:

- 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 transaction on the Fenway Cash account; or
- g. where otherwise provided by law or Our privacy policy.

28 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.

29 Governing Law

This Agreement shall be governed, to the extent applicable, by federal law and the laws of the Commonwealth of Massachusetts. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.