



Berklee Card Account Terms & Conditions

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

1 Definitions

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

2 Berklee Card Description

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

- a. Official Berklee College of Music Identification;
- b. Access device for board plan accounts; or
- c. Access device for one or more pre-paid Berklee Card Accounts.

3 Eligibility

- a. You are an authorized member of Berklee College of Music;
- b. You have the following data on record with Berklee College of Music: First Name, Last Name, Date of Birth;
- 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; or

- 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 Berklee Card Account feature of Your Berklee Card.

4 Contact Information

If You have questions regarding Your Berklee Card or Berklee Card Account You may call (866) 865-2375, email mycard@berkleecard.com. You may also get support by visiting Our Website at www.berkleecard.com.

5 Card Accounts

Your Berklee 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 Berklee Card. Berklee Card 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 Provider (CardSmith) 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.

Berklee College of Music is not acting as a trustee, fiduciary or escrow with respect to value in Berklee Card 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 Berklee Card Account at the Web Account Care Center. In order to register Your Berklee Card Account You will need to validate personal information, provide information from Your Berklee Card, agree to these Berklee Card 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, Berklee College of Music has the right to terminate Your use of the Service and Berklee College of Music, 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 Berklee Card Account secure. You will be responsible and liable for all instructions received at the Berklee Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Berklee College of Music is 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 Berklee 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 Berklee Card Account will be terminated and You will be subject to damages and other penalties, including criminal prosecution where available.

9 Electronic Statements & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Your Berklee Card 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's card program service provider in electronic form. Electronic Communications may be posted on the pages within the Berklee 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 College's card program service provider reserves 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 the College's card program service provider of Your decision to do so by contacting us or by telephoning customer service. If You revoke Your consent to receive Communications electronically, the College's card program service provider will terminate Your right to use the Berklee Card Account.

You are entitled to receive a periodic statement of the Berklee Card Account for each monthly cycle when a transaction occurs. By requesting, retaining, signing, using or authorizing the use of the Berklee Card Account, You agree that the College's card program service provider may provide Your periodic statement and any other notices hereunder electronically. You agree that You will not receive a paper periodic statement showing the Berklee Card Account transactions. At the end of each calendar month, electronic statements of Berklee Card Account usage will be available at the Cardholder Account Center area of the Berklee Card Program Website. At the end of each month the College's card program service provider will notify You by email message sent to the email address that You provided for such notices upon registration that the periodic statement for the Berklee Card Account is available for viewing online. Statements provided electronically will describe each transaction using the Berklee Card Account during the statement period. Your statement will be available to You in electronic format for viewing online at www.berkleecard.com. You may review one year's worth of transactions online at any time. In the event that You elect to revoke consent to receive statements electronically, the College's card program service provider reserves the right to terminate the Card Payment Service.

You agree to inspect Your electronic statements and to notify the College's card program service provider 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.

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 the College's card program service provider with a correct and operational email address. The College's card program service provider 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 the College's card program service provider of any change in Your email address.

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

11 Using the Berklee Card Account

You may use the Berklee Card for the following purposes:

- a. Pay for goods and services at accepting locations on and around campus;
- b. Obtain balances and review transaction activity online;
- c. Access telephone customer support; or
- d. Add value to Berklee Card Account using a check, credit card or debit card.

11.1 Multiple Accounts

Your Berklee Card may be associated with multiple Accounts. Each Account has its own policies and rules pertaining to acceptance, online account access and funds loading. Berklee College of Music reserves the right to restrict the use of Accounts to certain qualifying locations. When authorizing a Berklee Card purchase the College's card program service provider will search for funds across all of Your eligible Accounts in a specific order consistent with Our acceptance policies. You agree that the College's card program service provider may use value from more than one account to complete a single purchase.

11.2 Berklee Card Account Spending &-Value Add Limits

Account Rule	Limit
Daily Spend Limit	\$750
Daily Self-Service Spend Limit	\$20
Minimum Value Add	\$20
Maximum Value Add	\$3,000
Minimum Transaction Amount	\$0.01
Maximum Transaction Amount	\$750
Accepting Locations	All

12 Adding Value to Berklee Card Accounts

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

The College's card program service provider reserves the right to accept or reject any request to add additional value to Berklee Card Accounts, in their sole discretion. If any transfer of value to a Berklee Card Account becomes subject to any stop payment order or chargeback after value has been credited to the Berklee Card Account, We will be entitled to recover the full amount of the stopped or charged-back payment by deducting an equivalent amount from the Berklee Card Account.

12.1 Value Availability

Credit Card, Debit Card, Cashier's Check, Bank Check, Money Order and Certified Personal Check 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 Berklee Card Account via the Berklee 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 The College's card program service provider will notify You and ask that You update the payment method information. The College's card program service provider reserves the right to remove invalid cards from Your account at their 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 Berklee Card 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 Berklee Card Account

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

14 Berklee Card Account Receipts

You agree to sign a receipt for any transaction made with Your Berklee Card Account where requested by the accepting location. You will receive a receipt for most transactions. You may not receive a receipt at certain self-service locations such as laundry and vending machines.

15 Overdrafts & Negative Accounts

If an Accepting Location attempts to process a transaction for more than the value available in Your eligible Berklee Card Account, the transaction will be declined. If, for any reason, a transaction is processed for more than the value in the Berklee Card Account, You are liable for that entire amount and agree to pay any overdraft immediately on demand. The College's card program service provider reserves the right to (i) automatically debit such overdrafts from any available value present now or in the future on this Berklee Card Account or any other Berklee Card Accounts or Payment Methods You have on file at Berklee College of Music, and (ii) suspend Your Berklee Card Account until payment on negative account is made in whole. 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. The college may also direct the college's card program service provider to suspend Your Berklee Card Account if these obligations are not met.

16 Loyalty and Discount Programs

From time to time, the College's card program service provider may, at Their 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 Berklee Card Account use with individual locations may be tracked and recorded by us so that You may participate and benefit from these programs.

17 Lost or Stolen Berklee Cards

Tell the College's card program service provider AT ONCE if (i) Your Berklee Card has been lost or stolen or (ii) You believe someone has made a purchase using Your Berklee Card Account without Your permission. You may be responsible for the unauthorized use of the Berklee Card Account if You fail to notify the College's card program service provider that the Berklee Card has been lost or stolen. You can suspend Your Berklee Card Account at the Web Account Care Center 24/7 or during regular business hours by calling us at (866) 865-2375 or via email at mycard@berkleecard.com. When Your Berklee Card has been reported lost or stolen, the College's card program service provider will suspend the Berklee Card Account to prevent unauthorized use. You may request a replacement card by going to the carding office located in the basement of 155 Mass Ave. There is a \$15 card replacement fee.

17.1 Re-Activating Berklee Card Account

If You find Your Berklee Card after it has been reported lost, You may re-activate the Berklee Card 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 Berklee Card Account at the Web Account Care Center.

18 Disputes/Returns

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

19 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 the College's card program service provider within a reasonable time after noticing the error using the information in the Contact section of this agreement.

The College's card program service provider must hear from You no later than 60 days after The College's card program service provider made available the First electronic statement on which the problem or error appeared. When calling or notifying The College's card program service provider You must:

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

If an account holder makes an oral request, The College's card program service provider may require that the account holder send the question in writing within 10 business days.

The College's card program service provider will tell You the results of our investigation within 10 business days after the College's card program service provider hears from You and will correct any error promptly. If the College's card program service provider needs more time, the College's card program service provider may take up to 45 days to investigate the discrepancy. If the College's card program service provider decides to do this, the College's card program service provider 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 the College's card program service provider to complete their investigation. If the account holder is asked to put the discrepancy in writing and the College's card program service provider does not receive it within 10 business days, the College's card program service provider may not re-credit the account.

If the College's card program service provider decides that there was no error, the College's card program service provider will send You a written explanation within three business days after the College's card program service provider finishes their investigation. You may ask for copies of the documents used in the investigation.

20 Account Refunds

You will automatically receive a refund of your Berklee Card Account balance when you graduate according to the criteria outlined under item b. below, there is no action required on your behalf. If you withdraw or leave Berklee College of Music you must request a refund. Proof of withdrawal or dismissal is required. Refund requests must be submitted to the College's card program service provider in writing to: emailmycard@berkleecard.com.

- a. Refund Methods: When possible, refunds will be made in the method of the last payment used to fund the account:
 - i. Credit Card: If a credit or debit card was last used to add value the refund can be posted to the same card if:
 1. The add value was performed within the last 6 months AND
 2. The refund amount is equal to or less than last add value transaction;
 - ii. Check: Issued from the Berklee College of Music to You if a Money Order, Cashier's Check, Bank Check, or Certified Personal Check was used;
- b. Refunds are processed when:
 - i. The accounts balance is \$50.00 or more AND
 - ii. A written refund request is submitted OR

- iii. You graduate from the College OR
- iv. Do not register for the next term;
- c. No refunds will be issued for amounts less than \$50.00;
- d. Eligible refunds are processed upon request and will be completed within 4-6 weeks;
- e. Automatic refunds require up to two months for processing.
- f. Refund checks will be mailed to Your local mailing address on file. You are responsible for updating your mailing address with Berklee College of Music and the College's card program service provider. Berklee College of Music and the College's card program service provider are not responsible for lost or mis-directed 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;
- g. Refund requests from faculty and staff are accepted at any time but limited to a total of 4 refunds per year.

21 Bequest Funds to Another Cardholder

You may initiate a bequest when you graduate, withdraw or leave Berklee College of Music. Proof of withdrawal or dismissal is required. Bequests from faculty and staff are accepted at any time.

- a. Bequests are processed when:
 - i. The account balance is \$50.00 or more AND
- b. A written refund request is submitted.

22 Inactivity

If You do not use or re-load a Berklee Card Account for six (6) consecutive calendar months, the Account will be considered inactive and You may be charged a monthly Inactivity Fee. If a Berklee Card Account is inactive and has zero value it will be closed.

23 Unclaimed Property

If You do not access Your Berklee Card Account for a period of one (1) years, it will be terminated. After the date of termination, Berklee College of Music will use the information You provided to try to send You any funds that Berklee College of Music are holding in custody for You. If that information is not correct, and Berklee College of Music 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

The College's card program service provider will charge You the 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 Berklee Card Account balance at the time the fee or charge is incurred.

Returned Payment/Check	\$35.00/each
Card Replacement	\$15.00/Card
Inactive Account Fee	\$5.00/month
Account Closing Fee	\$15.00/account
Paper Statement Fee	\$15.00/statement
Account Refund Fee	none

25 Cancellation; Suspension of Use

Berklee College of Music and its card program service provider, in their sole and absolute discretion, may limit, suspend or cancel your use of the Berklee Card and associated accounts(s). If you would like to cancel use of the Berklee Card account(s), you may do so by contacting the college's card program service provider in writing at email mycard@berkleecard.com.

We reserve the right to assess an Account Closing Fee.

26 Liability for Failure to Make Transfers

The College's card program service provider will make their best efforts to complete a transfer to or from Your Berklee Card Account within a reasonable period of time and in the correct amount according to the Terms and Conditions contained herein. In no event will the College or their card program service provider be liable for the following:

- a. If, through no fault of the college's card program service provider, You do not have enough money in Your account to make the transfer;
- b. If circumstances beyond the college's card program service provider control (such as fire or flood) prevent the transfer, despite reasonable precautions that have been taken;
- c. If, through no fault of the college's card program service provider, 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; or
- e. If an accepting location refuses to honor the Berklee Card.

If You think your account is incorrect or a transfer was not completed or completed inaccurately, please contact the College's card program service provider. You may call (866) 865-2375, email mycard@berkleecard.com. You may also get support by visiting Our Website at www.berkleecard.com. When calling or notifying The College's card program service provider, please:

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

The College's card program service provider will promptly investigate reported errors and immediately correct any confirmed error. If after its investigation the College's card program service provider determines that there was no error, they will contact you with an explanation within 10 days of Your inquiry. You are entitled to copies of documents used in the investigation.

27 Disclosure of Account Information to Third Parties

Berklee College of Music and the College's card program service provider will disclose information to third parties about Your Berklee Card 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 Berklee College of Music and the College's card program service provider 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 Berklee Card Account; or
- g. where otherwise provided by law or Our privacy policy or the privacy policy of the College's card program service provider.