

# CashLynx Terms & Conditions

Please read and acknowledge this Agreement before using your CashLynx account. It contains the terms and conditions of the CashLynx account linked to Your Lesley Card. By adding value, registering for online account access and/or using Your CashLynx account, You agree to be bound by the terms and conditions contained in this agreement, which will govern Your use of the CashLynx 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 Lesley University (students), terminates employment (faculty/staff/employees) or the participant's Lesley Card expires (other individuals).

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

## 4 Contact Information

If You have questions regarding Your Lesley Card or CashLynx account You may call (888) 841-3340, email [mycard@lesleycard.com](mailto:mycard@lesleycard.com) or write to Lesley Card Service Center, PO Box 1305, Doylestown, PA 18901-0117. You may also get support by visiting Our Website at [www.lesleycard.com](http://www.lesleycard.com).

## 5 Card Accounts

Your Lesley 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 Lesley Card. CashLynx account funds are stored in an aggregate bank account maintained by the University. Cardmember, Card and Account information are kept on computer systems maintained by Service Providers contracted by the University. You agree and give the University 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.

Lesley University and its members are not acting as a trustee, fiduciary or escrow with respect to value in CashLynx 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 CashLynx account at the Web Account Care Center. In order to register Your CashLynx account You will need to validate personal information, provide information from Your Lesley Card, agree to these CashLynx 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 University has the right to terminate Your use of the Service and your University, 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 CashLynx account secure. You will be responsible and liable for

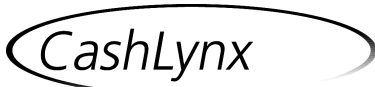
## 2 Lesley Card Description

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

- a. Official identification card for a member University of Lesley University
- b. Access device for board plan accounts.
- c. Access device for one or more pre-paid CashLynx accounts

## 3 Eligibility

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



all instructions received at the Lesley Card Program Website that are accompanied by Your password, regardless of whether those instructions actually come from You. Lesley University 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 Lesley 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 CashLynx 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 Lesley Card and Your CashLynx 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 CashLynx account and/or Your use of the Service ("Communications"), may be provided to You electronically and You agree to receive all Communications from the University or Lesley University in electronic form. Electronic Communications may be posted on the pages within the Lesley 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 Lesley University 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 University of Lesley University 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 University of Lesley University will terminate Your right to use the CashLynx 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 Lesley 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 University of Lesley University with a correct and operational email address. Lesley University 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 University of Lesley University 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 CashLynx Account

You may use the Lesley 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 CashLynx account using a check, credit card or debit card.

### 11.1 Multiple Accounts

Your Lesley 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 Lesley 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 CashLynx 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 CashLynx Accounts

You, Contributors and Authorized Guest Users may add value to select Lesley 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 Lesley Card Accounts, in Our sole discretion. If any transfer of value to a CashLynx account becomes subject to any stop payment order or chargeback after value has been credited to the CashLynx account, We will be entitled to recover the full amount of the stopped or charged-back payment by deducting an equivalent amount from the CashLynx 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

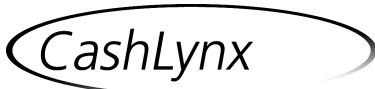
Contributors (i.e. parents, family, friends) can add value to Your CashLynx account via the Lesley Card Program Website without logging-in to Your account by entering unique personal information, then following prompts on the web site. You acknowledge and agree that Contributors may add value in this 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 CashLynx 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 CashLynx

You must have sufficient value available in Your CashLynx account to pay for each transaction. Each time You use Your CashLynx 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 CashLynx 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 CashLynx Receipts

You agree to sign a receipt for any transaction made with Your CashLynx 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 CashLynx account, the transaction will be declined. If, for any reason, a transaction is processed for more than the value in the CashLynx 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 CashLynx account or any other Lesley Card Accounts or Payment Methods You have on file with your member University of Lesley University, (ii) suspend Your CashLynx 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 University 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 CashLynx 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 Lesley Cards

Tell Us AT ONCE if (i) Your Lesley Card has been lost or stolen or (ii) You believe someone has made a purchase using Your CashLynx account without Your permission. You may be responsible for the unauthorized use of the CashLynx account if You fail to notify Us that the Lesley Card has been lost or stolen You can suspend Your CashLynx account at the Web Account Care Center or by calling us at (888) 841-3340 or by contacting your campus office that issued your Lesley 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 Lesley Card has been reported lost or stolen, We will suspend the CashLynx account to prevent unauthorized use. You must visit your campus office responsible for issuing the Lesley Card to request a replacement card. There is a \$25 card replacement fee.

#### 18.1 Re-Activating CashLynx Account

If You find Your Lesley Card after it has been reported lost, You may re-activate the CashLynx 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 CashLynx 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 CashLynx account with the merchant or location that accepted the Lesley Card. If You are entitled to a refund for any reason for goods or services obtained with the CashLynx account, You agree to accept credits to the CashLynx 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:

- 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, 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.

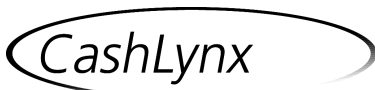
If We decide that there was no error, We will send You a written explanation within three business days after We finish Our investigation. You may ask for copies of the documents used in the investigation.

### 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:

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

1. Refund To You:



- a. You may request a refund of your CashLynx account balance when you graduate, withdraw or leave your member University of Lesley University. Proof of withdrawal or dismissal is required.
  - b. Refunds are processed when:
    - i. The accounts balance is \$25.00 or more AND
    - ii. A written refund request is submitted
  - c. A refund service fee of \$15 will be deducted from the refund.
  - d. No refunds will be issued for balances less than \$25.
  - e. Refund Methods:
    - i. Credit Card: If a credit card was used to add value to CashLynx 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 University of Lesley University. 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 \$25.00 or more AND
    - ii. A written refund request is submitted.

## 22 Inactivity

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

## 23 Unclaimed Property

If You do not access Your CashLynx 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 CashLynx balance at the time the fee or charge is incurred. For the specific fee schedule for your campus contact the Lesley Card Service Center at (888) 841-3340 or mycard@lesleycard.com

Returned Payment/Check	\$35.00/each
Card Replacement	\$15.00/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 University of Lesley University and Service Providers, in their sole and absolute discretion, may limit, suspend or cancel Your use of the Lesley Card and/or CashLynx account. Your member University of Lesley University may refuse to issue a Lesley Card or may revoke the Lesley Card privileges with or without cause or notice. The Lesley Card at all times remains the property of your member University of Lesley University and may be repossessed by your member University at any time. If You would like to cancel use of the Lesley Card or CashLynx accounts, You may do so by contacting The Lesley 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 Lesley Card. At all times, You shall surrender the Lesley 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 CashLynx 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 Lesley Card

## 27 Disclosure of Account Information to Third Parties

We will disclose information to third parties about Your CashLynx 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 CashLynx 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.