

Graduate Student Meal Plan Terms and Conditions

1. The Graduate Student Meal Plan Account:

All students and employees of the University of Montana are issued a Griz Card upon matriculation or employment ("Cardholders"). The Griz Card serves as a photo identification card and provides convenient access to resources and services on and off campus and can be loaded with a Graduate Meal Plan, a meal swipe account for purchasing meals in the Food Zoo dining room. Griz Cards are available and administered by the Griz Card Center.

The Graduate Meal plan is available to any Graduate Student with an active Griz Card. The Graduate meal plan does not roll over from semester to semester or academic years. Any unused meals at the end of each semester are forfeited by the meal plan holder. The Graduate Student Meal Plan is accepted only at the Food Zoo Dining Room and allows you to host one guest per swipe. The Graduate Student Meal Plan cannot be transferred to another individual. Meal Plans may take up to 24 hours or next business day to be loaded onto your Griz Card.

The Graduate Meal Plan Account ("Account") tracks meal swipes deposited and used on the Account. A purchase of a Graduate Meal Plan to a Cardholder's Account implies the Cardholder's acceptance of these Terms and Conditions. An Account will be activated upon receipt of an initial purchase and the balance of the remaining swipes will be reflected on the Cardholder's Griz Card.

Deposits to the Account can be made in person at UM Dining Lommasson 114, University of Montana, Missoula, MT 59812 by cash, check, traveler's check, Visa, Discover, American Express, or MasterCard; or by telephone or online at <https://www.umdiningpaymentgateway.com/> (Visa or MasterCard.) Accounts do not earn interest and Cardholders may not use the Account as a credit card, to obtain cash, or to transfer funds.

2. The Card:

Griz Cards issued to Cardholders remain the property of the University of Montana and are non-transferable. Cardholders must present their Griz Card in order to purchase a Graduate Meal Plan. The Griz Card may be deactivated and/or retained when presented by any Cardholder making inappropriate or illegal use of it. UM Dining may require additional identification to ensure that the person using the Griz Card is the actual owner of the Account.

3. Lost, Stolen, or Damaged Cards:

Cardholders who have lost, stolen or damaged Griz Cards may obtain a temporary or replacement Griz Card from UM Griz Card Center during regular business hours. The fee for a replacement card is \$15.00, but is subject to change without notice.

Cardholders are responsible for immediately reporting a lost or stolen card to the Griz Card Center, by telephoning (406) 243-6943 during regular business hours, reporting online 24/7 at grizcard.com or by appearing in person at Griz Card Center, University Center 124, University of Montana, Missoula, MT 59812. Cardholders are responsible for all Account transactions prior to reporting the loss or theft of the Cardholder's Griz Card. If there has been fraudulent account activity after lost or theft of card, if the fraudulent activity is reported to UM Dining within two (2) business days of the loss, the Cardholder's

liability for unauthorized transactions is capped at \$50.00. If the theft or loss is not reported within two (2) business days of the loss, the Cardholder's liability for unauthorized charges is capped only by the balance of funds in Cardholder's Account.

4. Fees:

Transaction fees: Transactions and deposits made on the Account are not subject to transaction fees.

Administrative Charges: A \$25.00 administrative fee is applied to the remaining balance of the Account when the Account is closed due to the Cardholder's request (Section 5 below) or to Account inactivity (Section 6 below).

Bad Checks/Collections Fees: The Cardholder is responsible for ALL purchases made with the Account. In the event Cardholder's Account becomes negative for any reason (including system error or a point of sale reader being off-line at the time of Cardholder's purchase), Cardholder will be notified of the overdrawn status and will be directed to deposit additional funds to cover the shortage within two (2) business days to prevent deactivation of Cardholder's Account. Cardholder's Account will be immediately deactivated upon receipt of notice of insufficient funds for a check presented or fraudulent credit card transaction for an Account deposit. Returned checks and fees will be processed by Business Services according to University policy. For unpaid balances owed, University of Montana may initiate collection proceedings, as well as any attorney fees or other costs or charges necessary for collection of any or all of the balance due. If the balance is referred for collection, the Account may be reported on your credit as a collection item. Your Account may be reactivated upon restitution. The University will use all legal recourse to collect amounts due including, but not limited to, the placement of a hold on student records.

5. Graduate Meal Plan Refunds/Account Closure

The Graduate Meal Plan is a non-refundable meal plan while the cardholder is still affiliated with the University of Montana. A Cardholder who has separated from the University of Montana and whose separation has been verified by the appropriate department may request an Account balance refund from UM Dining. Upon request, the refund process will start no later than 30 days after the last deposit. No partial refunds will be given at any time. Refunds are subject to a \$25.00 administrative fee. In accordance with the University of Montana's Business Services refund account procedures, the remaining amount will first be applied to any debts owed to the University of Montana by the Cardholder. To request a refund, please contact the UM Dining main office at (406) 243-6325 or by University email at umd.web@mso.umt.edu.

6. Unclaimed Property/Account Closure:

Should an account be deemed subject to unclaimed property under the unclaimed property laws of the state of Montana, the following rules will apply: An Account is inactive if no deposits or purchases are recorded for a period of twelve (12) consecutive months. Under Montana law, Cardholder Accounts that are inactive for a period of twelve (12) months must be processed as unclaimed property and turned over to the Montana Department of Revenue. After nine (9) months of inactivity, UM Dining will send the Cardholder written notice to the Cardholder's official University of Montana email address that the Cardholder's Account has been identified as potential unclaimed property. After twelve (12) months of inactivity, notification will be sent to the Cardholder's official University of Montana email address

that the funds are entering the unclaimed property process. A \$25 administrative fee will be assessed by UM Dining at the time the Account is submitted to UM Business Services for unclaimed property processing. In accordance with the University of Montana's Business Services refund account procedures, the amount will first be applied to any debts owed to the University of Montana by the Cardholder. Business Services will process all unclaimed property in accordance with Montana law.

7. Receipts and Statements:

Most point-of-sale terminals are equipped to provide a receipt for each transaction. It is Cardholder's responsibility to request a receipt and ensure that the receipt is correct, and to review their Account transaction history on a regular basis. Cardholders may obtain an Account statement listing recent transactions from UM Dining at (406) 243-6325 and online at umt.edu/dining.

8. Error Resolution:

A Cardholder suspecting an error on a receipt or Account statement, or needing more information about a specific transaction may contact UM Dining via Cardholder's university email account at umd.web@mso.umt.edu or in person at UM Dining, Lommasson UM Dining 114, University of Montana, Missoula, MT 59812. Contact must be made within thirty (30) days of the transaction(s) in question and the following information provided: (1) Cardholder name and ID Number; (2) description of the transaction in question, and a clear explanation of the suspected error or why further information is needed; (3) the dollar amount and date of the suspected error; and (4) a copy of any transaction receipt.

UM Dining will investigate the transaction(s) in question promptly and will make the necessary adjustments to Cardholder's Account if a UM Dining error is found. UM Dining's liability for any such error is limited to the amount of the error. If no error is found, UM Dining will provide Cardholder a written explanation at the conclusion of the investigation. Cardholder may request copies of documents used to support UM Dining's determination. Cardholder can expect the investigation and account correction (if any) to take between 2 – 4 weeks.

9. Disclosure:

UM Dining will disclose information about Cardholder's Account to third parties for the following reasons only: (1) to complete a transaction requested by the Cardholder; (2) to comply with a lawful court order; (3) to fulfill a lawful University department or program request; (4) in conjunction with all other cardholder accounts in the aggregate but not specific in regard to Cardholder's account; or (5) with Cardholder's written permission.

10. Changes in Terms and Conditions:

These terms and conditions are effective immediately. A written notice will be sent to Cardholder's official University of Montana email account at least twenty-one (21) days before the effective date of any change in a term or condition that would cause increased fees or increase liability for the Cardholder. Prior notice need not be given where immediate change in terms and conditions is necessary to maintain or restore the security of the Account.

11. Governing Law:

This Agreement will be governed by and construed in accordance with the laws of the State of Montana.