

College of Staten Island DolphinCard Account
Terms & Conditions

Please read and acknowledge this Agreement before activating and using your CSI DolphinCard Account. It contains the terms and conditions of the DolphinCard Account linked to your CSI DolphinCard. By adding value, registering for online DolphinCard Account access and/or using your DolphinCard Account, you agree to be bound by the terms and conditions contained in this Agreement.

1) Definitions

- a. "You" and "Your" each mean the Cardholder.
- b. "We," "Us" and "Our" each mean the College of Staten Island, City University of New York (CUNY) and/or the College of Staten Island Auxiliary Services Corporation (CSIASC).
- c. "Cardholder" means an individual in whose name and for whose benefit a CSI DolphinCard has been issued by CSI-ASC.
- d. "Contributor" means an individual other than the Cardholder who adds value to a DolphinCard Account for a Cardholder.
- e. "College" means the College of Staten Island, City University of New York (CUNY) and "Campus" means the College campus.
- f. "CUNY" and "University" mean The City University of New York.
- g. "DolphinCard Office" means the Office of Parking and DolphinCard Services located in Building 3A Room 106.
- h. "DolphinCard" means the official College of Staten Island ID Card issued by the CSI-ASC to cardholder.
- i. "DolphinDollars" account means an account with pre-paid value that can be accessed using your DolphinCard. A DolphinCard may have one or more accounts.
- j. "DolphinCard Account" and "Account" each mean a stored-value account that can hold pre-paid funds that can be accessed using the DolphinCard. A DolphinCard may be linked to one or more Accounts. The use of the singular term "Account" in this Agreement shall include the plural term "Accounts" where applicable.
- k. "Stored-value account" means a pre-paid, declining-balance spending account.
- l. "DolphinCard Website" means the website containing information about the DolphinCard Program.
- m. "Online Community System" means the area of the DolphinCard Website where a Cardholder may login and manage his/her DolphinCard Account.
- n. "CMC's" and "Card Management Centers" mean the terminals located on the Campus where a Cardholder may add value to his/her DolphinCard Account.
- o. "Accepting Location" means a point-of-sale location that is authorized to accept the DolphinCard for the purchase of goods and services.
- p. College of Staten Island Auxiliary Services Corporation (CSI-ASC) is a not for profit organization created by the College of Staten Island to support the College through services it provides. The CSI-ASC for the purposes of the DolphinCard Account Program functions as an agent of the College.

2. DolphinCard Description

The DolphinCard is a multiple purpose ID card that can be used for the following applications:

- Official College of Staten Island Identification;
- Access device for Your DolphinCard Account; and
- Access device for certain College of Staten Island privileges and services.

This Agreement governs use of the DolphinCard as an access device for Your DolphinCard Account. Other functions and applications of the DolphinCard are subject to the rules and regulations of the College and CSI-ASC applicable to those functions and applications. Your DolphinCard at all times remains the property of the College of Staten Island Auxiliary Services Corporation.

3. DolphinCard Account

Eligible Cardholders may, at their option, use the DolphinCard as a stored-value card to access one or more pre-paid DolphinCard Accounts. By opening a DolphinCard account(s) you agree to be legally bound by all terms and conditions set forth in this and other related CSI-ASC agreements.

The DolphinCard is not a credit card, debit card, or ATM card, and there is no credit account or deposit account associated with the DolphinCard Account. DolphinCard Account balances do not accrue interest or other earnings. CSI-ASC is not acting as a trustee or fiduciary with respect to funds in DolphinCard Accounts. The DolphinCard cannot be used to make cash withdrawals, cash transfers or cash advances from a DolphinCard Account. There are no refunds except as provided in this Agreement.

DolphinCard Account funds carry over from semester to semester until you separate from the College, as defined in this Agreement, except where otherwise provided (see "Multiple Accounts" below).

4. Multiple Accounts

Your DolphinCard may be associated with Multiple Accounts. Notwithstanding anything to the contrary in this Agreement, certain types of Accounts are subject to restrictions other than those herein with respect to eligibility, use of funds, sales tax, refundability, carry over of funds from semester to semester, and other terms and conditions.

You may have access to one or both of the following account types:

- DiningDollars Account: Both resident and commuter students may choose from several different meal plans as outlined in the College of Staten Island Student Meal Plan Agreement. Dollars deposited into the Dining Dollars Account are for use in the Campus Center Cafeteria, Park Café Restaurant, Bits & Bytes Cyber Café located at the College of Staten Island Library and the DolphinExpress located at the Center for the Arts. (Students who use their Dining Account are not charged tax on their food purchases.) You must complete a Student Meal Plan agreement in order to sign up for this type of account if you wish to use it. Dining Dollars may only be used in campus dining facilities. Dining Dollars account monies placed on the card

will expire at the end of each semester. Other restrictions may apply. There are NO REFUNDS on DiningDollars.

- **DolphinDollars Account:** This account may be used for purchases made in the Bookstore, Office of Parking & DolphinCard Services, vending machines, resident laundry facilities and the purchase of food throughout the Campus. (Purchases made using this account are NOT tax exempt as otherwise applicable). This account is automatically enabled. DolphinDollar Account balances automatically roll over from one semester to the next. Upon separation from the College, Cardholders must request refunds in writing. (See "Separation from College).

5. DolphinCard Office Contact Information

The DolphinCard Office may be contacted (i) by email at Dolphincard@csi.cuny.edu (ii) by phone at (718) 982-2294 during regularly scheduled office hours, (iii) in person at the DolphinCard Office during regularly scheduled office hours, and (iv) in writing to the DolphinCard Office, 2800 Victory Boulevard Building 3A Room 106, Staten Island, New York 10314. You may also get support by visiting the DolphinCard Website at www.csi.cuny.edu/dolphincard.

6. DolphinCard Account Eligibility

- a. You are an officially registered student at the College who has been financially cleared in accordance with College and CUNY policy, a College employee, or a designated affiliate of the College;
- b. You are at least 18 years of age, or, if you are under 18, your parent or legal guardian has read and agreed to these terms and conditions on your behalf; and
- c. You have read and understood this Agreement and agree 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 and meet the above requirements, you may not use the DolphinCard Account feature of your OneCard.

7. Adding Value to Your DolphinCard Account

- a. **Online Community System:** You and your Contributors may add value to your DolphinCard Account on the Online Community System using a credit card, subject to limitations provided herein. MasterCard, Visa and American Express will be accepted.
- b. **Cash Management Centers:** You may add value to Your DolphinCard account at the CMC's with cash or credit card. Cash deposits may be made in increments of \$5.00 only.
- c. **In Person:** Value may be added to Your DolphinCard Account by credit card or cash by coming directly to the office located Building 3A Room 106.

Please note the minimum credit card deposit permitted is \$25.00. Minimum cash deposit permitted is \$20.00. All deposits regardless of tender must be made in increments of \$5.00 only.

In the event that any transfer of value to Your DolphinCard Account becomes subject to a chargeback after value has been credited to the DolphinCard Account, We will be entitled to recover the full amount of the charged-back payment by deducting an equivalent amount from your DolphinCard Account plus any fees incurred as the result of the chargeback.

We reserve the right to accept or reject any request to add value to Your DolphinCard Account and to establish limits regarding the minimum and maximum value that may be added to your DolphinCard Account.

8. Accessing DolphinCard Account Information

You may obtain information regarding Your DolphinCard Account usage, including Your DolphinCard account balances and recent transactions, by logging on to the Online Community System. Questions regarding your DolphinCard Account balances and transactions should be made in writing to the DolphinCard Office or by email at Dolphincard@csi.cuny.edu. Email communications to the DolphinCard Office must be made using your official College email address.

You will not receive periodic statements regarding your DolphinCard Account balances or transactions.

9. Making Purchases with Your DolphinCard

- a. Your DolphinCard can only be used for purchases of goods and services at accepting locations. Purchases are subject to sales tax where applicable.
- b. Your DolphinCard must be presented at the time of purchase and is the only means of accessing Your DolphinCard Account.
- c. You are responsible for use of Your DolphinCard in accordance with the instructions at the accepting location.
- d. You must have sufficient value available in your DolphinCard Account to pay for each transaction.
- e. Each time a DolphinCard is used to pay for a transaction, the amount of the transaction will be deducted from your DolphinCard Account. Transactions are not always instantaneously deducted from your DolphinCard Account. You are responsible for monitoring your account balance and for observing the transaction amount at the point and time of sale. You are responsible for all purchases made with Your DolphinCard and for any shortfall in your DolphinCard Account as set forth in "Account Shortfalls," below.
- f. We reserve the right to establish daily spending limits, minimum and maximum transaction amounts, and/or limit purchases made with the DolphinCard to approved goods and services.

10. Disputes/Returns/Refunds for Purchases Made with DolphinCard

You agree to work and resolve all disputes about purchases made using your DolphinCard with the applicable Accepting Location. Requests for returns or refunds for purchases are subject to the policy of the Accepting Location. If you are entitled to a refund for any reason for goods or services obtained with your DolphinCard, the refund will be credited to your DolphinCard Account. No cash refund(s) will be made for purchases with Your DolphinCard.

11. Account Shortfalls

If, for any reason, a transaction is processed for more than the value in Your DolphinCard Account, you are liable for the resulting shortfall in your DolphinCard Account. You agree to promptly add value to your DolphinCard Account to cover any shortfall in your DolphinCard Account, and we will automatically deduct, without prior notice, the amount of any shortfall from any value in your DolphinCard Account. In addition, we reserve the right to (i) request payment upon demand of the amount of any shortfall; (ii) suspend your DolphinCard Account until payment of any shortfall is made in whole and (iii) use any other means available to collect the amounts owing.

All financial obligations for a student's DolphinCard Account must be satisfied in full before the student will be permitted to receive transcripts, receive a diploma, or register for classes.

12. Fees

Your DolphinCard Account is subject to the following fees, where applicable:

Initial Card issued: No Charge

Card Replacement Fees*: 1st replacement card: \$15.00

2nd replacement card: \$20.00

3rd replacement card and up: \$25.00

* No fee will be charged for the replacement of cards due to normal wear and tear damage. Damaged cards must be surrendered at time of replacement.

Maintenance Fee after Separation from College: \$5.00 per month

Refund Processing Fee: \$10.00

Returned Payment/Check Fee: \$20.00

Except as otherwise provided in this Agreement, the College and CSI-ASC will not charge any fees in connection with the use of the DolphinCard Account.

13. Lost or Stolen DolphinCards

You are responsible for safeguarding Your DolphinCard. The cardholder is responsible for all use of their card prior to proper notification of a lost/stolen DolphinCard. A lost or stolen DolphinCard should be immediately reported so that it may be deactivated. This can be done (i) on the Online Community System, (ii) by contacting the DolphinCard Office during regular business hours, in person or by phone at (718) 982-2294. The College and/or CSI-ASC is not liable for a lost or stolen DolphinCard. If your DolphinCard is found within two (2) days after it has been reported lost or stolen, and a replacement card has not been issued, You may reactivate Your DolphinCard in person at the DolphinCard Office. You cannot reactivate Your DolphinCard online or over the phone.

14. Replacement Cards

A damaged or defaced card is not valid and must be replaced by the DolphinCard Office. The

initial card is provided at no charge. A replacement cost will be charged for a lost, stolen or damaged DolphinCard in accordance with Section 14 - Lost or Stolen Card, listed above.

Damaged cards must be surrendered at time of replacement. Upon issuance of a replacement card, remaining available value in Your DolphinCard Account will be transferred to your replacement DolphinCard.

15. Separation from the College

DolphinCard Accounts become invalid upon separation from the College. For the purpose of this Agreement, separation from the College shall mean:

- a) with respect to a student, (i) 30 days after the start of the second consecutive semester of non-registration, or (ii) upon graduation, dismissal, withdrawal, transfer to another college, expulsion or such other separation in accordance with the College's policies.
- b) with respect to an employee or affiliate, upon resignation, termination or such other separation in accordance with the College's policies.

16. DolphinCard Account Refund upon Separation from the College

- a. You may request a refund of Your DolphinCard Account balance when you separate from the College as provided in this Agreement. Proof of such separation will be required.
- b. A \$10.00 processing fee will be deducted from the refund. Refunds will not be issued for Accounts of \$10.00 or less in value.
- c. Refund requests should be made no later than ninety (90) days from the date of separation from the College.
- d. If you separate from the College without requesting a refund, the College will maintain your unused account funds but will charge you a monthly maintenance fee of \$5.00 starting with the fourth month after the date of separation and will deduct that fee from your account balance prior to issuing any refund. Written notification of monthly maintenance charges will be sent to the most recent address on record with the DolphinCard Office approximately 3-4 weeks prior to implementing maintenance charges.

Accounts with zero balance will be closed. The amount of any monthly maintenance fee is not refundable in whole or in part and will not be restored to You even if you later request a refund of Your account balance.

- e. All refund requests must be made in writing to the DolphinCard Office. All College of Staten Island and CSI-ASC liabilities must be satisfied in order for a refund to be processed. Refund checks will be mailed to the Cardholder's last known address listed.

17. Inactive Accounts

Any DolphinCard Account left inactive for one or more years following the date of separation from the College shall be determined inactive and assessed a \$5.00 monthly maintenance fee and will deduct that fee from your Account balance prior to issuing any refund. Accounts with a zero balance will be closed.

The amount of any monthly maintenance fee is not refundable in whole or in part and will not be restored to You even if You later request a refund of Your Account balance.

18. Non-Transferability

Your rights and privileges under this Agreement are not transferable; they belong exclusively to you and may not be assigned to anyone else on a temporary or permanent basis. You may not reveal your Account login information or password(s) to anyone. Cards presented by anyone other than the proper holder of the card will be confiscated and returned to the DolphinCard Office.

19. Unauthorized Use

If you use or attempt to use your DolphinCard or your DolphinCard Account for purposes other than permitted uses, including but not limited to tampering, hacking, altering, duplicating, modifying or otherwise corrupting the security or functionality of your DolphinCard or the DolphinCard Program, your DolphinCard Account will be terminated and you may be subject to disciplinary charges, civil and/or criminal prosecution.

20. Cancellation; Suspension of Use

The CSI-ASC may, in its sole and absolute discretion, limit, suspend or cancel your use of your DolphinCard Account. The CSI-ASC and the College may refuse to activate a DolphinCard Account or may revoke DolphinCard privileges with or without notice. You agree not to use or attempt to use an expired, revoked or otherwise invalid DolphinCard.

21. Electronic DolphinCard Account Information & Communications

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your DolphinCard and DolphinCard Account ("Communications") may be provided to you electronically and you agree to receive all Communications from the CSI-ASC in electronic form. Electronic Communications may be posted on the DolphinCard Website and/or delivered to your official College of Staten Island email address. It is your responsibility to check your official College e-mail account regularly.

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 whether or not you have received or retrieved the Communication.

22. Disclosure of Account Information to Third Parties

We will disclose information to third parties about your DolphinCard Account:

- a. where it is necessary for completing transactions;
- b. when the status of an account must be verified;
- c. in order to comply with government agency or court orders;
- d. if You give us your written permission;
- e. to entities contracted by the CSI-ASC to perform system support and maintenance,

collections, and other services for Us with respect to the DolphinCard Program, in order that they may perform those services;

f. in order to prevent or investigate possible illegal activity; and

g. where otherwise provided by law or by the policies and regulations of CSI-ASC, the College or CUNY.

23. Changes in Terms and Conditions

Terms and conditions of this agreement are subject to change and will be posted in the DolphinCard Office and on the DolphinCard website. Your use of your DolphinCard on or after the effective date of change means that you accept and agree to the change. Prior notice need not be given where immediate change in the terms and conditions is necessary to maintain or protect the security of the DolphinCard Accounts.

24. Hold Harmless

The CSI-ASC shall not be liable for any loss, cost, damage or expense incurred by you relating to the use or attempted use of Your DolphinCard by You or any other third party.

25. Governing Law and Rules and Regulations

All uses of the DolphinCard and DolphinCard Account are governed by and subject to the laws and regulations of the United States, the State of New York, the City of New York and by the rules and regulations of the City of New York and the College of Staten Island.