

PENNCASH TERMS AND CONDITIONS

Your PennCard is not merely your identification card. It can be validated to allow you to make purchases through a declining debit account called “PennCash.” Participating merchants accept payments via PennCash as a safe alternative to cash. Purchases that use your PennCard to debit your PennCash Account are called “transactions.”

If you validate your PennCard for use with PennCash as described below, you are bound to these PennCash Terms and Conditions (the “Terms and Conditions”). These Terms and Conditions govern the issuance, ownership and use of your PennCard and PennCash Account. Your PennCard and PennCash Account are subject to all relevant University of Pennsylvania (“University”) terms, conditions, rules, guidelines, and regulations. Please retain these Terms and Conditions for your records and information.

Validating Your PennCard For Using PennCash

You cannot use your PennCash Account until the PennCard has been validated to do so. If you do not want to validate your PennCard for using PennCash, you may continue to use it as your identification card. However, you may not use the card’s PennCash feature.

Validating your PennCard to use PennCash is easy. Simply deposit funds into a PennCash Account using one of the following methods: Visit www.upenn.edu/penncash and make a deposit using a major credit card or charge to your Student Financial Services Account; make a cash deposit using any of several PennCard Value Transfer Stations (“VTS”), located throughout campus; or visit the PennCard Center. Your PennCard will be validated to access your PennCash Account once the deposit is credited by one of these methods. In most cases, this occurs within minutes of the deposit.

Your Liability For Unauthorized Transactions

Notify the University AT ONCE if you believe that your PennCard has been lost or stolen. If you fail to notify the University that your PennCard has been lost or stolen, you could lose all the money in your PennCash Account. Telephoning the PennCard Center or the Division of Public Safety at the numbers listed below is the best way to minimize your losses.

If you notify the University within two (2) business days after you learn that your PennCard has been lost or stolen, you can lose no more than \$50 if someone used your PennCard without your permission.

If you do not notify the University within two (2) business days after you learn of the loss or theft of your card, and the University can prove that it could have stopped someone from using your PennCard without your permission if you had notified the University within two (2) business days, you could lose as much as \$500.

Your account statement is accessible electronically online by logging onto www.upenn.edu/penncash. If your PennCash Account statement shows a transaction that you did not make, notify the University at once at the telephone number or address listed below. If you do not notify the University within 60 calendar days after the statement becomes available to you,

you may not get back any money that you lost after the 60 days if the University can prove that it could have stopped someone from taking the money if you had notified it in time.

If a good reason (such as a hospital stay) kept you from notifying the University of a lost or stolen card or unauthorized transfer, the University will extend the two-business day or 60 calendar day time periods.

The telephone number or address you should contact to report a lost or stolen PennCard or an unauthorized transaction.

If you believe that your PennCard has been lost or stolen or that someone has transferred or may transfer money from your PennCash Account without your permission, contact the University at once.

When you call or write, tell us: Your name, address, birth date, and PennCard number, any information you may have which may help the PennCard Center prevent a loss or additional loss of funds in your PennCash Account, and a telephone number at which we can call you during regular business hours (M-F, 8:30-5, excluding University Holidays) PennCard Center: Penn Bookstore, 3601 Walnut St, Rm. 219 Philadelphia, PA 19104 (215-417-2273); OR for 24-hour, daily service, contact: Division of Public Safety, 4040 Chestnut Street, Philadelphia, PA 19104 (215-573-3333).

In Case Of Errors Or Questions About Transactions

If you think that a Statement concerning your PennCash Account activity or any receipt that you receive regarding a transaction is incorrect, or if you need more information about a transaction listed on a statement or receipt, contact the University's PennCard Center: Penn Bookstore, 3601 Walnut St, Rm. 219, Philadelphia, PA 19104 (215-417-2273), penncard@upenn.edu, OR for 24-hour, daily service, contact: Division of Public Safety, 4040 Chestnut Street, Philadelphia, PA 19104 (215-573-3333).

The University must hear from you no later than 60 days after the University makes available the FIRST statement on which the problem or error appeared. When you call or write: Tell us your name and PennCard number; describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information; and tell us the dollar amount of the suspected error.

If you tell the University orally (by telephone or in person), you may also be required to send the University your complaint in writing within ten (10) business days. The University will determine whether an error occurred within ten (10) business days after we hear from you and will correct any errors promptly. If the University needs more time, however, the University may take up to 45 days to investigate your complaint or question. If we take additional time, the University will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the University to complete its investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, the University may not credit your account. The University will tell you the results of its investigation within three (3) business days after the investigation is completed. If we decide that there was no error, we will send you a written explanation.

Business Day

For purpose of these disclosures, the University's business days are Monday through Friday. Saturdays, Sundays, and official University holidays listed in the annual Academic Calendar (viewable via the following link on the Penn home page www.upenn.edu/almanac/3yearcal.html) are not University business days.

Transactions From Your PennCash Account

You can use PennCash to pay for purchases at various on-campus facilities and participating off-campus vendors who are equipped with card readers or point-of-sale terminals. The amounts of any purchases made will be debited to your PennCash Account. You may not use your PennCard to withdraw cash from your PennCash Account. You may not access the funds in your PennCash account at ATM machines. Please see the remainder of these Terms and Conditions for additional information regarding limitations on your PennCash Account.

Deposits To Your PennCash Account

You may make deposits to your PennCash Account by visiting www.upenn.edu/penncash and making a deposit using a major credit card or by charging your Student Financial Services Account; you may make a cash deposit using any of several PennCard Value Transfer Stations ("VTS") located throughout campus; or you may visit the PennCard Center.

Recurring Transactions

You cannot use PennCash for automatically recurring payments.

Transactions From Campus Dining Funds

You cannot transfer money from your campus dining funds to your PennCash Account. The campus dining funds are for purchasing meals at University dining halls only.

University Liability To PennCard Cardholders

If the University does not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for no more than the amount of the actual transaction. However, there are some exceptions. The University will not be liable, for instance, if, through no fault of ours, you do not have enough money in your account to make the transaction; if the terminal system was not working properly and you knew about the breakdown when you started the transaction; or if circumstances beyond the University's control (such as fire or flood) prevent the transaction, despite reasonable precautions that the University has taken. Please see the remainder of these Terms and Conditions for other exceptions.

Confidentiality and Privacy

The University may disclose information to third parties about your PennCash Account: When it is necessary to complete a transaction; to comply with lawfully issued subpoenas and government agency or court orders; or if you give the University advance written permission to do so.

The Terms and Conditions of your PennCard and PennCash account are subject the University's Privacy Policy which can found at: https://www.upenn.edu/about/privacy_policy

Fees

The University does not impose any fees for using the PennCash feature for transactions. The University reserves the right to charge a fee in the event that you request a refund other than in person at the PennCard Center. A fee will be charged for the replacement of a lost, stolen or damaged PennCard. The amount of any refund or card replacement fee we charge will be communicated to you at the time of your request for a refund or a replacement card.

Transaction Records

You can obtain a record for any purchase you make with your PennCash Account either from the point-of-sale operator at the time of your purchase, by viewing your online statement at www.upenn.edu/penncash or by contacting the PennCard Center. A statement of activity for your PennCash Account will be available to you on-line at www.upenn.edu/penncash , or will be provided as a hard copy at your request if you contact the PennCard Center during normal business hours at: Penn Bookstore, 3601 Walnut St, Rm. 219, Philadelphia, PA 19104 (215-417-2273), or penncard@upenn.edu. Information regarding the history of your account for the prior six months will be available either on-line or in hard copy form if requested by you.

Change of Terms Notice

We will give you advance notice of any changes to these Terms and Conditions that may adversely impact you by either (1) sending you a notice via email or regular mail to an address that the PennCard Center or University has on file for you or (2) notifying you in any other manner permitted by applicable law. You agree to keep your contact information on file with the University up to date for as long as your PennCash Account is open. In the event that the notice we send you is returned as undeliverable, we will retain a copy of the notice for you at the PennCard Center. You agree that our sending you a notice and retaining a copy of any returned notice for your review at the PennCard Center constitutes valid notice to you of any changes to these Terms and Conditions.

Using Your PennCash Account

The following terms apply to the use of the PennCash feature of the PennCard:

You may deposit money into a PennCash Account in-person at the PennCard Center, at Value Transfer Stations ("VTS"), or by way of the PennCard web site (www.upenn.edu/penncash), with a MasterCard/Visa or Bursar transfer (only students whose Student Financial Services ("SFS") accounts are in good standing are eligible for bursar transactions). If a check is returned for insufficient funds and to the extent permitted by law, a returned check fee of \$35.00 will be charged to your PennCash Account if there are sufficient funds.

Your PennCard will be the access device for the PennCash Account. A valid and current card must be presented at the time of purchase at participating merchants.

The University reserves the right to establish limits on your PennCard and PennCash accounts including, but not limited to, limits on card and account deposits, usage, refunds, and balances. We may set and enforce these limits in our sole discretion without advance notice to you.

The University reserves the right to close a PennCash Account at any time in its sole discretion, including after a period of inactivity. You may notify the PennCard Center in writing requesting that your PennCash Account be closed. The University reserves the right, in its sole discretion, to apply all or a portion of the unused balance in a closed PennCash Account to any unpaid amounts you may owe the University or any of its affiliates. You may obtain a refund of any unused funds in your PennCash Account by visiting or contacting the PennCard Center during normal business hours at: Penn Bookstore, 3601 Walnut St, Rm. 219, Philadelphia, PA 19104 (215-417-2273) or by emailing your request to penncard@upenn.edu. The University reserves the right to debit a fee from any refund mailed or provided to you other than in person at the PennCard Center.

PennCash Account balances are non-interest bearing.

The PennCash Accounts and PennCards are non-transferable. No other person may use your PennCard or any of its features, including PennCash. You may be required to produce additional identification and/ or sign a receipt for the purchase of goods or services.

Restitution will be required of you if transactions are made which result in an overdraft of your PennCash Account.

If your PennCard is lost or stolen, the PennCard Center or the Division of Public Safety must be informed immediately. The address and telephone number for the PennCard Center and the Division of Public Safety are as follows: The PennCard Center, Penn Bookstore, 3601 Walnut Street, Rm. 219, Philadelphia, PA 19104, 215-417-2273, or penncard@upenn.edu; Division of Public Safety, 4040 Chestnut Street, Philadelphia, PA 19104, 215-573-3333.

PennCash may not be used for the purchase of alcoholic beverages, prescription drugs, tobacco products, firearms, ammunition or gift cards, prepaid cards or other similar cash-like instruments.

The University is not responsible for the quality of any merchandise or services provided by any participating merchants who accept PennCash for payment.

Pennsylvania Law

The laws of the Commonwealth of Pennsylvania will govern these Terms and Conditions.