TERMS AND CONDITIONS AGREEMENT
Western State College of Colorado Mountaineer Card

INTRODUCTION.
The Mountaineer Card serves as your Western State College of Colorado ("WSC" or the "College") identification and activity card. In addition, the card enables WSC to keep track of your College meal plan use. You may also use your Mountaineer Card as a debit card for making purchases by electronic fund transfers from funds deposited in your Mountaineer Cash Account at the College.

APPLICATION.
To obtain a Mountaineer Card you must be physically present at the ID card office, complete the attached MOUNTAINEER CARD APPLICATION FORM and submit it with a driver's license, alternate ID based on the Colorado Department of Revenue (Department of Motorized Vehicles) approved ID, or other photo ID approved by the Mountaineer Card Office. Employees must submit a Mountaineer Card Authorization Form given them by WSC Human Resources. Your signature on the Mountaineer Card Application Form and acceptance of a Mountaineer Card constitutes your agreement to the terms and conditions listed on the Application Form and in this Agreement. You may not wear any hats, scarves, sunglasses or anything else that would prevent recognition of you through the picture unless approved per circumstance by the Mountaineer Card Office.

IDENTIFICATION CARD.
Your Mountaineer Card identifies you as a student or employee at Western State College of Colorado. It is the property of the College, cannot be lent or transferred to another person, and should be carried at all times to verify your identity to WSC officials.

ACTIVITY CARD.
The Mountaineer Card allows currently enrolled WSC students and College employees to attend or participate in College activities such as athletic events, Program Council events, and student elections. The card also grants students and employees access to campus facilities and programs such as Wilderness Pursuits, the Leslie J. Savage Library, the pool and the Fitness Center. (Note: students and employees may also have to purchase a ticket, pay a fee, or satisfy additional eligibility requirements to attend certain events, participate in certain activities, or access certain programs or facilities.)

MEAL PLAN CARD.
If you have purchased a Dining Services meal plan, your Mountaineer card verifies your eligibility for meals and enables WSC and SODEXO to keep track of your meal plan use.

DEBIT CARD.
You may use your Mountaineer Card as a debit card to make purchases from on-campus vending machines, copy machines, and washer-dryers equipped with card readers, at other on-campus card readers or point-of-sale terminals, and from certain off-campus businesses that have agreed to accept the Mountaineer Card as payment for goods or services. When you make purchases with your Mountaineer Card, the amount of the purchase (including any applicable taxes) will be electronically debited to a MOUNTAINEER CASH ACCOUNT held for you by the College. Your Mountaineer Card cannot be used as a debit card unless and until you deposit funds in your Mountaineer Cash Account and the College credits the deposit to the account. Making a deposit to your Mountaineer Cash Account is voluntary. If you do not deposit funds in your Mountaineer Cash Account, your Mountaineer Card will not be validated as a debit card and cannot be used to make purchases.

IMPORTANT INFORMATION ABOUT VALIDATING YOUR MOUNTAINEER CARD AND THE SPECIFIC TERMS AND CONDITIONS THAT GOVERN ITS USE AS A DEBIT CARD APPEAR IN THE ATTACHED DISCLOSURE STATEMENT. **PLEASE READ THE DISCLOSURE STATEMENT CAREFULLY BEFORE DECIDING TO VALIDATE YOUR MOUNTAINEER CARD AS A DEBIT CARD!** IF YOU HAVE ANY QUESTIONS CONCERNING THE DISCLOSURE STATEMENT OR THIS AGREEMENT, CONTACT THE MOUNTAINEER CARD OFFICE IN COLLEGE CENTER 106 OR AT 970-943-2525 FOR MORE INFORMATION.

A. YOUR MOUNTAINEER CARD IS A DEBIT CARD, NOT A CREDIT CARD.

Your Mountaineer Card in NOT a credit card and cannot be used for expenditures that exceed your then-current Mountaineer Cash Account balance. However, please refer to SHORTAGES AND NEGATIVE AMOUNTS for information about debits that exceed your account balance.

B. YOUR MOUNTAINEER CARD CANNOT BE USED TO GET CASH FROM ATMs OR PARTICIPATING BUSINESSES.

Unlike most bank debit cards, your Mountaineer Card CANNOT be used to obtain cash or cash advances from ATMs or participating businesses. Nor can purchases made with your Mountaineer Card be returned or resold to participating businesses for cash refunds. Please refer to "Types of Electronic Fund Transfers You Can and Cannot Make Using Your Mountaineer Card -- Transfers from your Mountaineer Cash Account" in the DISCLOSURE STATEMENT for more information.

C. HOW TO MAKE DEPOSITS TO YOUR MOUNTAINEER CASH ACCOUNT.

You may make deposits to your Mountaineer Cash Account by cash, personal check, credit card or transferring surplus funds from your student account at the College. Non-cash deposits will be credited to the account when the College receives good funds from your bank or credit card issuer. If the College agrees to credit your account before your check or credit card charge has cleared, you understand and agree that you will be liable to WSC if your check or credit card charge is returned unpaid. In addition, the College may bill you or deduct $25 from your Mountaineer Cash Account to cover the cost of handling unpaid checks or credit card charges.

Once an initial deposit has been made, you do not have to keep a minimum balance in your Mountaineer Cash Account.

Deposits of $20 or more may be made at the Cashier's Office in Ute Room 118. Deposits under $20 will not be accepted at the Cashier's Office.

Cash and credit card deposits may be made at PHIL stations in Ute Hall, Leslie Savage Library and outside the Mountaineer Card Office. There is no minimum deposit amount for cash; credit card deposits at PHIL stations must be $10 or more.

D. NO INTEREST WILL ACCRUE OR BE PAID ON FUNDS HELD IN YOUR MOUNTAINEER CASH ACCOUNT.

You understand and agree that no interest or other earnings on funds deposited in your Mountaineer Cash Account will accrue or be paid or credited to you by WSC.

E. CORRECTIONS.

WSC reserves the right to correct the balance credited to your Mountaineer Cash Account if it believes that a clerical or accounting error occurred. Any corrections to your account can be seen on a report obtained from the Mountaineer Card Office. If you have a question about a correction or believe that the correction was wrong, contact the Mountaineer Card Office about your concerns. Please refer to "Your Right to Receive Documentation of Transfers -- Periodic Statements" and "In Case of Errors or Questions about Electronic Fund Transfers Made with Your Mountaineer Card" in the DISCLOSURE STATEMENT for more information.

F. SHORTAGES AND NEGATIVE AMOUNTS.

You are responsible for keeping track of the expenditures you make with your Mountaineer Card. If you try to make a purchase when there are insufficient funds in your Mountaineer Cash Account, the card reader, point-of-sale terminal, or cashier will generally disapprove the transaction. However, a system malfunction or human error may sometimes result in a debit that exceeds the balance in your account -- creating a "shortage" or "negative amount." You understand and agree that you are liable to WSC for any shortages or negative amounts in your Mountaineer Cash Account. If WSC bills you for a negative amount, you agree to repay the amount promptly. You also agree that WSC may, in its discretion, offset a negative amount against subsequent deposits to your account. In the event that WSC is forced to retain an attorney to collect a negative amount from you, you will be liable for the negative amount plus WSC's reasonable attorney fees and any interest permitted by law.

Repeated shortages or negative amounts may be grounds for canceling your Mountaineer Cash Account.

G. REFUNDS.

Funds remaining in your Mountaineer Cash Account at the end of an academic or fiscal year will be carried over to the next academic or fiscal year until you graduate, disenroll, or terminate your employment. When you graduate or terminate your employment, or if you leave the College for other reasons, you are entitled to a refund of the balance in your account less any outstanding debits. Requests for refunds must be made in writing and accompanied by proof of graduation, disenrollment, or termination of employment. If you have $20 or more in your account, you will not be charged a fee to process a refund request. If you have less than $20 in your account, you will be charged a reasonable fee to process the refund request.

NO other refunds or cash advances of any kind are permitted from your Mountaineer Cash Account.

H. INACTIVE ACCOUNTS.

Your Mountaineer Cash Account will be closed when you are no longer an active status student or employee of Western State College. If and when an inactive account is closed, the Mountaineer Card can no longer be used as a debit card and any unclaimed remaining balance in the account will be forfeited to the College.

I. CHANGE IN TERMS AND CONDITIONS.

WSC reserves the right to make reasonable changes in terms and conditions described in this Agreement. Changes in these terms and conditions will apply to all Mountaineer Cards then in circulation and to all then active Mountaineer Cash Accounts and will supersede the terms and conditions in effect when the card was issued and/or validated. WSC will notify you of any changes in these terms and conditions and of the date on which the changes will become effective. In addition, you are entitled to prior notice of certain changes in the terms and conditions described in the DISCLOSURE STATEMENT. Please refer to "Change of Terms Notice" in the DISCLOSURE STATEMENT for more information.

J. CANCELLATION OF AGREEMENT.

WSC reserves the right to cancel this Terms and Conditions Agreement and revoke any or all of the rights or privileges granted to Mountaineer Card holders if you violate College rules, policies, or procedures, the terms of the Mountaineer Card Application form, or breach this Agreement in any way.

K. APPLICABLE LAW.

This Terms and Conditions Agreement is governed by the law of the State of Colorado and applicable federal statutes and regulations.