

BRIDGEWATER STATE

Connect Card or do any other thing or take any other measure to discourage use of the Connect Card by a Cardholder.

- d. Each Connect Card transaction to which the Merchant is party and by which any purchase is effected will represent and give rise to an indebtedness on the part of the Cardholder only for the amount charged to the Cardholder for the purchase of Permitted Goods and Services from the Merchant, including all taxes thereon and any gratuities offered by the Cardholder in connection therewith.
- e. The Merchant will charge to the Cardholder's Connect Card account only the exact amount charged to the Cardholder for the purchase of Permitted Goods and Services from the Merchant, including all taxes on such purchase and any gratuities offered by the Cardholder in connection therewith. The Merchant shall make a record of all transactions at the point of sale on a cash register or similar recording device.
- f. Subject to the provisions of paragraphs (j) and (k) of this section 2, the Merchant agrees that it will honor all requests for refunds of purchases that a Cardholder has made with a Connect Card and will do so in accordance with the Merchant's standard refund policy as it applies to the return of goods or rejection of services, whether for fraud or damage or destruction of the goods or for any other reason whatever.
- g. The Merchant will deliver to the Cardholder any Permitted Goods and Services that the Cardholder has purchased with a Connect Card and shall do so in accordance with the Merchant's underlying agreement with the Cardholder. The Merchant shall accord Cardholders using the Connect Card at least the same level of service as that it provides to its other customers.
- h. The Merchant may reject a Cardholder's tender of a Connect Card for payment only if permitted to do so under this Agreement.
- i. For each transaction made in person, the Merchant shall:
 - 1. Verify that the card contains the name and logo and the photograph of the Cardholder who is presenting it.
 - 2. Verify that the card is not visibly altered or manipulated.
 - 3. Complete the transaction by running the card through the terminal and receiving electronic confirmation that the value was deducted from the value stored on the card.
 - 4. Obtain the Cardholder's signature on the Merchant's copy of the receipt of charge (ROC). Obtain the Merchant's signature on the Merchant's copy of the receipt of charge (ROC).

records the University maintains in the system through which it operates the Connect Card Program shall conclusively answer such question and determine such dispute.

- j. In accordance with the preceding paragraph (f), the Merchant shall give refunds due any Cardholder for any purchase made with a Connect Card by issuing a refund to the Cardholder's Connect Card. The Merchant shall not issue cash refunds to Cardholders for returns or cancellations of Permitted Goods and Services that a Cardholder has purchased with a Connect Card, and the Merchant

Connect Card at the point-of-sale terminal in accordance with instructions the University shall issue from time to time for the purpose. The University will deduct the full amount of the refund from any payment then due the Merchant from the University; and if no payment is then due the Merchant from the University, or if the payment so due is less than the amount of such refund, the Merchant shall promptly make payment to the University, for the account of the Cardholder, of an amount equal to the amount of such refund.

- k. Transactions, both purchases and refunds that occur at point-of-sale terminals are automatically transferred to the University at the time that they are confirmed at the terminal, and the value is deducted from or added to the amount then recorded on the Cardholder's card. In the event that the Merchant cannot accept and submit transactions and refunds electronically because of a malfunction in the system of

term of this Agreement only in accordance with and subject to the limitations set out in Appendix B.

- 4. PAYMENT OF CONNECT CARD CHARGES TO MERCHANT.** For accounting purposes, the monthly reconciliation period shall coincide with the period of each calendar month. No later than the tenth (10th) day of each such month, the University will provide to the Merchant a report of, and issue a check made payable to the Merchant in the amount due for, all authorized Connect Card transactions properly accepted and processed by the Merchant during the immediately preceding month minus a commission of 6%. Checks will be sent via first class mail to the business address listed in Appendix A.

The University shall earn a commission of 6% on the net amount of all transactions (purchases minus refunds) the Merchant effects through the Connect Card Program as compensation for the services furnished by the University under this Agreement. The commission is a fixed operating cost and is not subject to waiver. The commission will be subtracted from each payment made to Merchant in accordance with this section 4.

- 5. MERCHANT'S REPRESENTATIONS AND WARRANTIES.** The Merchant represents and warrants that, at all times while this agreement is in force:
- a. The Merchant is engaged in a lawful business and is duly licensed under the laws of the State, County and City where the Merchant's premises are located to conduct such business.
 - b. No financial institution or governmental agency has ever terminated the authority of the Merchant (under its current or former business names), its owners, officers or managers to conduct, effect, participate in or make any deposit in connection with any debit or bankcard sales.
 - c. On the date that each transaction is made by a Cardholder through the Connect Card

later than the date on which the Agreement as modified will first have effect. IF THE MERCHANT CONTINUES TO PROCESS CONNECT CARD TRANSACTIONS AFTER THE DATE THE MODIFICATION FIRST HAS EFFECT (OTHER THAN TRANSACTIONS, INCLUDING REFUNDS, NEEDED TO CONSUMMATE TRANSACTIONS INITIATED PRIOR TO SUCH DATE), THE MERCHANT SHALL BE DEEMED TO HAVE ACCEPTED THE AGREEMENT AS MODIFIED. The failure of the University to enforce any of the terms of this Agreement shall not be or be construed to constitute a waiver of such term.

20. SEVERABILITY. If any of the provisions contained in this Agreement are in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it conflicts with, and shall be deemed to be modified to conform to, such statute or rule of law. If any provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. CHOICE OF LAW AND FORUM. The laws of the Commonwealth of Massachusetts shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The parties hereby agree that any disputes arising from this Agreement shall be submitted to a court of competent jurisdiction in the Commonwealth of Massachusetts.

22. HEADINGS. Headings contained in this Agreement are for convenience of reference only, and shall not affect, in any way, the meaning or interpretation of this Agreement.

23. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. INSURANCE AND LIABILITIES. The Merchant agrees, during the term of this agreement, to maintain, at its own expense, all insurance required by law for its

shall supply the University with the appropriate certificates of such insurance.

The Merchant agrees to carry and keep in force during the term of this Agreement Comprehensive General Liability insurance with limits of not less than:

Bodily Injury Liability	\$1,000,000 per person and \$1,000,000 per occurrence
Product Comprehensive	\$1,000,000 per person and \$1,000,000 per occurrence
Property Damage Liability	\$1,000,000 per occurrence

The certificate for each policy of insurance shall specify the date(s) when such insurance

University of cancellation or material changes in coverage. Renewal certificates shall be in the possession of the University prior to the expiration dates of all such policies of insurance.

25. EXAMINATION OF BOOKS

BRIDGEWATER STATE UNIVERSITY CONNECT CARD MERCHANT AGREEMENT

APPENDIX A

Merchant's Legal Business Name: _____

Merchant's Business Address: _____

Merchant's Telephone: _____

Merchant's Fax: _____

Merchant's Contact Person: _____

Title: _____

BRIDGEWATER STATE UNIVERSITY (BSU) CONNECT CARD MERCHANT AGREEMENT

APPENDIX B

Bridgewater State University will provide technical support for business partners that have joined the Connect Card Off-Campus Program. The support listed below is provided to businesses that have the required card reader with modem and phone or card reader and wireless device (wibox):

- Technical installation support
 - University technical staff will program card readers for dialup wireless access
 - University technical staff will test card readers to ensure a working system
- Same Day support
 - University technical staff will make a best faith effort to provide on-site assistance to repair technical problems when reported between 8am and 5pm Monday through Friday
- Next Business Day support
 - University technical staff will provide on-site assistance to repair technical problems on the next business day when problems are reported after 5pm on Monday through Friday or weekends
- 24X7 Monitoring
 - The University provides around the clock monitoring and remediation of its Connect Card host system to ensure availability of the service
- Connect Card Office/Help Desk support
 - All problems should be called into:
 - Connect Card Office at (508) 531-2897
 - Monday Friday: 9am 5pm
 - Help Desk at (508) 531-2555
 - Monday Thursday: 5pm 10pm
 - Friday: not available after 5pm
 -