

## **OFF-CAMPUS MEAL PLAN (OCMP) USER AGREEMENT**

This Agreement ("Agreement") made and effective as the date listed on the Account Sign Up Form by and between Off-Campus Meal Plan, its affiliates, successors and assigns (collectively, "OCMP") and you ("User"). Acceptance and use of member card, as defined below, constitutes acceptance of this agreement.

In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. OCMP is in the business of operating and administering a certain meal plan (the "Off-Campus Meal Plan™") for students, faculty, staff and alumni of the local University/College who are eligible to sign this Agreement and participate in the Meal Plan. In the event a student is the User as identified above, the parent(s) and/or legal guardian(s) of the student User are a necessary party to and signatory of this Agreement and shall also be designated User hereunder.
2. OCMP will, from time to time, designate certain participating restaurants and food providers in the Meal Plan, each of whom is ready, willing and able to accept the User's Meal Plan identification ("Member Card, if valid and adequately funded, as payment for restaurant services, meals, food and beverages along with applicable sale taxes and tip for the wait staff. User can ascertain the participating Meal Plan restaurants by going to OCMP's web site for a list of participators in the geographic vicinity of a campus or campuses.
3. User hereby agrees to participate in the Meal Plan, and agrees to abide by the terms and conditions of this Agreement. User agrees to complete an enrollment form. User further agrees to fund their participation by paying to OCMP an initial sum by personal check, credit card, or cash. The aforesaid sum shall appear as a credit balance of available purchasing power for the purchase of services, meals, food and beverages from participating restaurants in the Meal Plan.
4. User agrees to use their Member Cards to purchase services, meals, food and non-alcoholic beverages at participating Meal Plan restaurants and merchants and User shall present their Member Card for payment, which Member Card shall be valid for any single transaction in an amount not to exceed the the available balance remaining on the card.

Nothing in this Agreement shall suspend, alter or otherwise negate the rules and regulations of each participating Meal Plan restaurant relative to conduct and procedures within each such establishment. Upon the exhaustion of available funds, User shall have no purchasing power by and through the Meal Plan and User's Member Card shall be ineffective for purchasing anything until such time as User pays OCMP an additional sum of money for the purchase of additional meals. User shall and hereby does agree to pay to OCMP that sum of money equivalent to desired meals by credit card or by valid personal check.

5. Each User of a Member Card as a participant in the Meal Plan is subject to the following restrictions:
  - a. Purchasing power is limited to available meals on the card.
  - b. Lost or stolen Member Cards must be reported to OCMP immediately. User is liable for any and all charges made by use of the Member Card by any individual other than User until such time as the Member Card is reported lost or stolen and OCMP deactivates the Member Card.
6. The undersigned User(s) is solely responsible for the gross amount spent at any particular participating Meal Plan restaurant and all signators hereto are jointly and severally liable for any and all sums due and owing to OCMP pursuant to this Agreement. Upon exhaustion of this initial balance of funds, or at any time in User's discretion,

User may replenish the balance on the card by making payment for a sum chosen by User to OCMP by credit card or valid personal check (there is a \$25.00 fee for returned checks), which sum once duly paid will be translated into additional meals available on the Member Card.

Additionally, User agrees to the following terms and conditions:

a. In the event, for whatever reason, that User exceeds their available balance, User agrees to reimburse OCMP for the amount of any overdraft or other expenditure which exceeds the available balance in the account, including the sum of any dishonored check. If a credit card has been provided to OCMP for meal purchases.

b. User agrees to be responsible for auditing and checking any and all charges made against the Member Card. User agrees to report any unauthorized activity within a maximum of fifteen (15) days from date of charge. The charges can be reviewed online at any time or can be obtained upon request made in writing to OCMP, or by calling OCMP at 888-211-6267. It is understood such statements are available to all users through their login on [www.ocmp.com](http://www.ocmp.com) provided by OCMP to User. OCMP reserves the right to contest any allegations of unauthorized usage.

c. OCMP reserves the right to terminate this Agreement at any time in writing and upon termination OCMP will refund the unspent balance of funds available on User's Member Card within thirty (30) days. User may terminate this Agreement at any time in writing and User shall receive a refund of the unspent balance on User's Member Card less a cancellation fee of (\$35), within thirty (30) days.

d. User agrees that the card will expire at the official end of each semester and remaining funds may be forfeited.

- e. OCMP reserves the right to levy the following account management charges:
- i. An enrollment/card issuance fee of \$35
  - ii. A cancellation fee of \$35.00.

7. OCMP shall not be liable to User for loss, costs, or damages arising out of, or resulting from, any failure to perform in accordance with the terms of this Agreement where such failure shall be beyond the responsible control of OCMP. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing and signed by each party.

8. The Off-Campus Meal Plan is NOT affiliated with all colleges and universities. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the Commonwealth of Massachusetts.