1. **Equipment.**
   
   a. Licensee shall be responsible, at its sole expense, for acquiring, installing and maintaining all equipment and telecommunications lines (collectively, the “Equipment”) necessary or required to process FIU One Card transactions.

2. **Honoring FIU One Cards.**
   
   a. **Without Discrimination.** Licensee will honor, without discrimination, any FIU One Card properly tendered by a Cardholder. “Cardholder” means a person processing a FIU One Card and purporting to be the person in whose name the FIU One Card is issued. Licensee will not establish a minimum or maximum transaction amount as a condition for honoring a FIU One Card.

   b. **Cardholder Identification.** Licensee will identify the Cardholder and check the photograph on the face of each FIU One Card. Licensee will not honor any FIU One Card if the photograph on the face of the card does not reasonably match with the presenting Cardholder.

   c. **Delivery and Retention of Sales Drafts.** Licensee will deliver a complete copy of a Sales Draft or credit voucher to the Cardholder at the time of the transaction. Licensee will retain the “vendor copy” of the Sales Draft or credit memorandum for at least one (1) year following the date of completion of the FIU One Card transaction.

   d. **Surcharges.** Licensee will not add any amount to the posted price of goods or services Licensee offers as a condition of paying with an FIU One Card. This Section does not prohibit Licensee from offering a discount from the standard price to induce a person to pay by cash, check or similar means rather than by using an FIU One Card.

   e. **Return Policy.** Licensee will properly disclose to the Cardholder, at the time of the transaction, any limitation Licensee has on accepting returned merchandise purchased with the FIU One Card.

   f. **Disputes With Cardholders.** All disputes between Licensee and any Cardholder relating to any FIU One Card transaction will be settled between Licensee and the Cardholder. University will not bear any responsibility for such transactions.

3. **Authorization.**
   
   a. **Required on All FIU One Card Transactions.** Licensee will obtain a prior authorization for the total amount of a transaction via electronic terminal or device before completing any FIU One Card transaction, and Licensee will not process any FIU One Card transaction that has not been authorized. Licensee will follow any instructions received during the authorization process. Upon receipt of authorization, Licensee may consummate only that authorized transaction. Where authorization is obtained, Licensee will be deemed to warrant the true identity of the customer as the Cardholder.

   b. **Effect.** Authorizations are not a guarantee of acceptance or payment to Licensee. Authorizations do not waive any provisions of the CS Gold User/Licensee Account Request, nor does it otherwise validate a fraudulent transaction.

   c. **Off-Line Transactions.** If, at any time, the Equipment at Licensee’s location indicates off-line status or is otherwise operating improperly, Licensee shall not accept any FIU One Card transactions until Licensee’s Equipment is restored to proper on-line status. In addition, Licensee shall immediately notify the FIU One Card Office of any Equipment issues. In no event shall University be liable for any losses,
damages, claims, costs or expenses suffered or incurred by Licensee due to failure of the Equipment or verification system to operate properly.

d. **Unreadable Magnetic Stripes.** Whenever Licensee presents a FIU One Card transaction for authorization electronically, and in the event that Licensee’s Equipment is unable to read the magnetic stripe on the FIU One Card, Licensee will not process the transaction and direct the Cardholder to the FIU One Card Office for further assistance.

4. **Invoices.**

   a. **Forms.** Licensee shall submit to University monthly invoices for all FIU One Card transactions. For each FIU One Card transaction, Licensee will include:

      i. Licensee’s name, location and account number;
      ii. the date of the transaction;
      iii. a brief description of the goods and/or services involved;
      iv. the transaction authorization number; and
      v. the total amount of the sale including any applicable taxes, or credit transaction.

   b. **Payment by FIU to Licensee.** University will make payment to Licensee for invoiced FIU One Card transactions in accordance with FIU Regulation FIU-2202 entitled “Prompt Payment.” If FIU does not issue payment within 40 days of receipt of a proper invoice from Licensee, FIU will pay to Licensee, an interest penalty at the rate established pursuant to Florida Statute §55.03(1) if the interest exceeds one dollar ($1.00). Licensees experiencing payment problems may contact the Vendor Ombudsman at (305) 348-2101. FIU may make payment to Licensee via the University’s EFT/ACH payment process. Licensee shall provide any necessary information to FIU upon request.

   c. **Discrepancies.** To the extent that there is a discrepancy between the amount invoiced by Licensee and the transaction amount as reflected in CS Gold or other University records, the University will pay to Licensee the lesser of the two amounts in accordance with the terms set forth herein, and will work with Licensee to resolve any discrepancies within thirty (30) days of notice of such discrepancy.

5. **Refunds/Credits.**

   a. **Refunds.** Licensee will only issue a credit back to the Cardholder’s FIU One Card and will not make a cash disbursement back to the Cardholder for any FIU One Card transaction. Licensee will not submit a credit relating to any FIU One Card transaction not originally invoiced to University, nor will Licensee submit a credit that exceeds the amount of the original FIU One Card transaction. Within five (5) business days of the credit transaction, Licensee will refund the exact amount of the transaction for every return of goods, or forgiveness of debt for services, by using the FIU One Card terminal. To the extent that there is a discrepancy between the amount of the cardholder’s transaction and the refunded amount by the Licensee, the Licensee will be liable for the variance.

   b. **Revocation of Credit.** University may refuse to accept any transaction, and may revoke prior acceptance of a transaction in the following circumstances:

      i. the FIU One Card transaction with Cardholder was not made in compliance with the Agreement or this Amendment;
      ii. the Cardholder disputes his liability to Licensee for any reason, including but not limited to a contention that the Cardholder did not receive the goods or services or that the goods or services provided were not as ordered; or
      iii. the FIU One Card transaction was not directly between Licensee and the Cardholder.
Within thirty (30) days of the revocation of credit by University, Licensee will pay University any amount previously credited to Licensee for a FIU One Card transaction not accepted by University, or, where accepted, is revoked by University.

c. **Reprocessing.** Notwithstanding any authorization or request from a Cardholder, Licensee will not re-enter or reprocess any FIU One Card transaction which has been revoked by the University.

d. **Miscellaneous.** Licensee will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a FIU One Card transaction directly between Licensee and a Cardholder, or any transaction Licensee know or should know to be fraudulent or not authorized by the Cardholder. Licensee will not sell or disclose to third parties any FIU One Card account info other than in the course of performing Licensee’s obligations under the CS Gold User/Licensee Account Request.

6. **Other Types of Transactions.**

   a. **Cash Advances.** Licensee will not process any FIU One Card transaction for purpose of obtaining or providing a cash advance. Licensee agrees that any such activity shall be grounds for immediate termination of the CS Gold User/Licensee Account Request.

   b. **Prohibited Transactions.** Licensee will not accept or process any fraudulent transaction and Licensee may not, under any circumstances, present for payment directly or indirectly, a FIU One Card transaction which originated with any other merchant or any other source.

7. **Compliance With Laws**

   a. In order to ensure the security of Cardholder information and data received or accessed by Licensee in connection with the herein referenced CS Gold User/Licensee Account Request. Licensee hereby agrees to adhere to all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and other requirements, including, without limitation, the following provisions:


   c. In accordance with the Federal Trade Commission’s (“FTC”) Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003, Licensee agrees to abide by all applicable laws and regulations, and also agrees to the development and implementation of a Program with respect to any covered accounts serviced under this CS Gold User/Licensee Account Request, which addresses the particular risks associated with the covered accounts and is monitored and updated on a periodic basis, as needed. The Licensee further agrees to establish appropriate data collection and reporting processes to ensure that information concerning incidents is reported immediately to the University.

   d. Licensee is required to review the Florida International University Identity Theft Prevention Program and report any Red Flags to the FIU Business Services Director and the FIU IT Security Officer. (Licensee can find a copy of the University Prevention Program at http://security.fiu.edu/Pages/policies/FIU_identity_theft_prevention_program.pdf).

   e. Licensee agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Cardholder data. In addition, the Licensee agrees to notify the FIU Business Services Director and the FIU IT Security Officer as soon as practicable, but no later than within three (3) business days, of any unauthorized release of Cardholder data.
f. In the event of a breach of any of Licensee's security obligations or other event requiring notification under applicable law, Licensee agrees to assume responsibility for any notification requirements in accordance with applicable law and to indemnify, hold harmless and defend Florida International University and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

g. Licensee will erase or destroy all media under its control containing copies of Cardholder data pursuant to and consistent with the terms as outlined in FIU’s policies, the Licensee’s policies and PCI DSS guidelines; in the event that the foregoing conflicts with each other, FIU’s policies and PCI DSS guidelines shall take precedence.

h. The provisions of this Section 7 shall survive the expiration or earlier termination of the CS Gold User/Licensee Account Request.