

EXHIBIT 4



Electronic Funds Transfer Terms and Conditions

Electronic Fund Transfer services permit cardholders and others to transfer funds without the use of cash or checks. At Duke University (the University), one means by which funds can be transferred is the use of the University's identification card, the DukeCard. The DukeCard may be used at a number of card reading devices (readers) on campus, some terminals off-campus and several World Wide Web sites to make purchases and payments from cardholder accounts. The Electronic Fund Transfer Act protects cardholders in their use of Electronic Fund Transfer services. Described herein are important notices regarding your rights under the Act. Please retain this disclosure for your future reference.

DISCLOSURE FOR ELECTRONIC FUND TRANSFERS

1. The use of the DukeCard is subject to all the terms and conditions and rules and regulations contained in the various Duke University Dining Plan Contracts (Dining Account) and the DukeCard Flexible Spending Account Contract (Flex Account).
2. The cardholder agrees that the DukeCard shall be the property of the University. The cardholder further agrees to return the DukeCard to the University upon the University's demand.
3. Balances given by DukeCard readers may not reflect outstanding manual or off-line account activity.

CARDHOLDER'S LIABILITY FOR UNAUTHORIZED TRANSFERS AND DISCLOSURE OF THE ADVISABILITY OF PROMPT REPORTING

Call us IMMEDIATELY at 1-919-684-5800 if you believe that your DukeCard has been lost or stolen. We can and will block your DukeCard, preventing unauthorized usage.

Your maximum liability for unauthorized use of your lost or stolen DukeCard is \$50.00 provided we are notified within two (2) business days. Your maximum liability for unauthorized use of your lost or stolen DukeCard is \$500.00 provided we are notified after two (2) business days have expired. In both cases, your maximum liability may be further limited by the amount of unauthorized transfer(s) that actually occur.

If your statement shows transfers you did not make, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. The time limit for reporting unauthorized electronic fund transfers that appear on periodic statements may be extended in the event of extenuating circumstances such as travel or hospitalization.

TELEPHONE NUMBER AND ADDRESS TO BE USED IN THE EVENT OF UNAUTHORIZED TRANSFER, LOST OR STOLEN CARD

If you believe that your DukeCard has been lost or stolen or if you believe that someone has transferred or may transfer money from your account without your permission, call 1-919-684-5800, visit the DukeCard Office (100 West Union Building or Medical Center Parking Garage II) or write to the address indicated at the bottom of this document.

1. Tell us your name, address and account number.
2. Tell us any information you have which may help in preventing a loss or further losses.
3. Tell us your telephone number where we may contact you during normal business hours.

BUSINESS DAYS

Business days are Monday through Sunday 12:00 AM to 12:00 AM. Lost or stolen cards may be reported twenty-four (24) hours a day, seven (7) days a week.

TYPES OF AVAILABLE TRANSFERS

1. The following services are currently available from DukeCard readers using your DukeCard (these services may change at the discretion of the University):
 - a. Make purchases from your Dining Account at readers operated by Dining Services; for some items at readers in certain facilities operated by Duke University Stores; at readers attached to selected vending machines operated by certain vendors contracted to the University; and at other readers operated by certain University departments and vendors contracted to the University.
 - b. Make purchases from your Flex Account at readers operated by Dining Services; at readers operated by Duke University Stores; at readers attached to selected photocopy, vending and laundry machines operated by certain vendors contracted to the University; and at other readers operated by certain University departments and vendors contracted to the University.
 - c. Make deposits to your Flex Account.
2. Other electronic fund transfer services may include:
 - a. Make purchases and payments from your Dining or Flex Account, using telephone orders (verified in writing by you upon receipt of goods), through certain University departments and vendors contracted to the University who will be authorized to debit your account for the amount of your purchase.
 - b. Make purchases and payments from your Dining or Flex Account using the World Wide Web (verified by entering your valid DukeCard Number and Personal Identification Number) through certain University departments and vendors contracted to the University.
 - c. Preauthorize payments from your Flex account, in writing, for services provided by the Duke University Office of Information Technology.

LIMITATIONS ON FREQUENCY OF TRANSFERS

There are no limitations on the number of times you may use your DukeCard as long as you do not exceed the dollar amount available in your account.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS

There are no limitations on the dollar amount of any transaction as long as you do not exceed the dollar amount available in your account.

CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

The University does not charge for the use of the DukeCard. Duke University Dining Services reserves the right to charge an administrative fee associated with each of the Duke University Dining Plan Contracts. The DukeCard Office reserves the right to charge a fee for the replacement of a lost or stolen card.

To report lost or stolen cards, errors or questions about your electronic funds transfers, contact the DukeCard Office at: 919-684-5800, 100 West Union Building, Box 90911, Duke University, Durham, NC 27708-0911



RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

1. Reader transfers

- a. You may receive and you may request, a receipt at the time you make a purchase from any card reader operated by a cashier.
- b. You will not receive a receipt from a card reader attached to a vending machine, laundry machine, or photocopy machine. These transactions will be listed on your account statement. If you have questions regarding these transfers you may call us at 1-919-684-5800.

2. Other transfers

- a. You will be required to sign a receipt upon delivery of goods for telephone orders you place and you will be given a copy of that receipt showing the amount to be transferred from your account.
- b. You may receive and you may request, a receipt at the time you make a purchase or payment via the World Wide Web.

3. Periodic Statements

A periodic statement of your account will be made available to you. If there has been activity in your account, you will receive a statement monthly; otherwise, you will receive a statement quarterly.

PREAUTHORIZED TRANSFERS INFORMATION

- 1. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To do so, call 1-919-684-5800, visit the DukeCard Office (100 West Union Building) or write to us at the address indicated at the bottom of this document. We must receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- 2. If these regular payments may vary in amount, the vendor you are going to pay will tell you, 10 days before each payment, when the payment will be made and how much it will be.
- 3. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will, upon proper notice, reverse the charges.

LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not properly complete a transfer to or from your account according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable, for instance:

- 1. If, through no fault of ours, your account does not contain enough money to make the transfer.
- 2. If the DukeCard reader was not working properly and you knew about the malfunction when you started the transfer.
- 3. If circumstances beyond our control prevent the transfer. These circumstances may include, but are not limited to, any of the following events: fire, flood, or other catastrophe, legal acts of public authorities, strikes, riots, failure of communications or power supply or mechanical difficulties with the equipment which could not be reasonably foreseen or provided against.
- 4. If your account has been blocked to prevent unauthorized usage.
- 5. There may be other exceptions.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We may disclose information to third parties about your account or the transfer you make:

- 1. Where it is necessary for completing transfers; or
- 2. To verify the existence and condition of your account for a third party; or
- 3. To comply with a subpoena, court order, or request from a government agency or law enforcement authority; or
- 4. If you give us your written permission.

IN CASE OF ERRORS OR QUESTIONS

Telephone us immediately at 1-919-684-5800, stop by the DukeCard Office, or write us at the address listed at the bottom of this document if you believe your statement or receipt is wrong or if you need more information about the transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we made available to you the statement on which the transaction first appeared.

- 1. Tell us your name and account number.
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.
- 4. Tell us your telephone number where we may contact you during normal business hours.

If you tell us orally, we may require that you send us a written description of your problem within ten (10) business days after we hear from you.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to complete our investigation. In this case, we will provisionally credit your account within ten (10) business days for the amount you believe is in error. You will have the use of the money during the time it takes us to complete our investigation. If we ask you to send us a written description of your problem and we do not receive it within ten (10) business days, we may not provisionally credit your account.

If our investigation proves there was no error, we will send you a written explanation within three (3) business days after we complete our investigation. If your account was provisionally credited, you will be charged for the amount of the credit. You may ask for copies of the documents that we used in our investigation.

CHANGE IN TERMS: ERROR RESOLUTION NOTICE

The University shall mail or deliver a written notice at least twenty-one (21) days before the effective date of any change in a term or condition if the change would result in increased fees or charges, increased liability for the cardholder, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of an electronic fund transfer system or account. However, if a change is to be made permanent, the University shall provide written notice of the change to the cardholder on or with the next regularly scheduled periodic statement or within thirty (30) days, unless such disclosure would jeopardize the security of the system or account.



CARD REQUEST FORM

Classification (check one): Student Employee Alumni Spouse Other: _____

Card Type (check one): 1st Card Lost/Stolen Damaged Temporary Other: _____

Applicant's Name: _____ Duke UniqueID#: _____

Department/School: _____ Graduation/Expiration Date: _____

Campus Address: _____ Campus Phone #: _____

Home Phone: _____ Date of Birth: _____

Home Address: _____

Payment Method (check one): Cash Check Bursar Flex IR/Code Debit Card No Charge

Flexible Spending Account Authorization

Please **initial** the appropriate line below and sign and date the form:

_____ Yes, please establish a Flexible Spending Account for me. I have read the contractual information stated on the reverse side of this form and accept the terms and conditions as set forth (signature required below).

_____ No, I do not wish to add the Flexible Spending Account feature at this time.

I certify that the information I have provided is correct and I agree to pay for this DukeCard via the method indicated. I may choose to establish a Flexible Spending Account at a later time. If at such time I choose to establish a Flexible Spending Account, I have read the contractual information stated on the reverse side of this form and accept the terms and conditions as set forth.

Signature: _____ **Date:** _____

Spouse Card Additional Information:

Employee/Grad St Name: _____ Duke UniqueID#: _____

Employee/Grad St Dept/School: _____ Office Phone #: _____

Temporary Card Applicants:

I hereby request that the DukeCard Office report my DukeCard lost and issue me a temporary card. I understand that the temporary card will allow me to access the accounts and features of my DukeCard, but because there is no photograph, I may not use the card to order food from off-campus vendors. I agree to obtain a new DukeCard upon expiration of this card or I will present my current DukeCard to the DukeCard Office for reactivation. I will return this temporary card to the DukeCard Office within 48 hours from the time of issuance. **Should this temporary card be lost or stolen, I will immediately report this information to the DukeCard Office. I understand that I will be charged \$25.00 if this temporary card is not returned to the DukeCard Office.**

Signature: _____ **Date:** _____

Card Office Use Only:

Identity Verified: ID Type: _____ Department Code/Check #: _____

Temp Card #: _____ Exp. Date: _____ Time: _____ Letter Sent: _____ Returned/Billed: _____

Amount Paid: _____ Date: _____ Time: _____ Operator: _____

Passport Photo Requirements

Your passport photo must be:

- 2x2 inches in size
- Taken within the past 6 months, showing current appearance
- Color
- Full face, front view - no profile shots
- Plain white or off-white background
- Image from top of head to bottom of chin must be at least 1" in height.
- Cardholder must be the only person in the picture



All hats or headgear should be removed for the photo. No item or attire should cover or otherwise obscure any part of the face. Eyeglasses worn on a daily basis should be worn for the photo. There should be no reflections from the eyeglasses that obscure the eyes.

Dark glasses or nonprescription glasses with tinted lenses are not acceptable unless needed for medical reasons. A medical certificate may be required.

Only original photographs are acceptable. Copied or digitally scanned photos of photos will not be accepted. In addition, photos must not be retouched to alter the cardholder's appearance in any way.

For locations to get a passport photo check your local yellow pages or visit <http://iafdb.travel.state.gov/>

Flexible Spending Account TERMS AND CONDITIONS

1. This contract is executed between the individual named on the front of this page (the participant) and Duke University (the University) through Duke University Auxiliary Services. This contract pertains to the creation of a DukeCard Flexible Spending Account (FLEX Account) which is an option available to students, employees, faculty and staff of Duke University and other individuals designated by the University. This contract is administered for Auxiliary Services by the DukeCard Office.

2. The term of this contract begins when this contract is received by the DukeCard Office and ends when the participant graduates or withdraws from the University (students), terminates employment (faculty/staff/employees) or the participant's DukeCard expires (other individuals).

3. A FLEX Account will not be activated until payment is received by the DukeCard Office or funds are deposited at a DukeCard Value Transfer Station. Additional deposits may be made in any amount and at any time by completing the necessary forms and making payment to the DukeCard Office. The participant may also add funds using specific denominations of currency at any DukeCard Value Transfer Station.

4. The participant's DukeCard will be the access device for the FLEX Account. The card or card number plus personal identification number (PIN) must be presented at the time of purchase and shall be the only means of accessing the participant's account.

5. The FLEX Account is automatically closed at the end of this contract. However, the participant may request, in writing to the DukeCard Office, that the account be closed at any time. The DukeCard Office reserves the right to charge a service fee or close any FLEX Account that has been inactive for a period of twelve (12) months. Refunds on closed accounts will be made at the full value of the unused balance, except no refunds will be made for balances less than \$1.00. Refunds for students will be credited to the participant's Bursar's Account; refunds for all others will be mailed to the last known address. All debts on the participant's Bursar's Account must be satisfied prior to a check being processed for a refund. Any negative FLEX Account balances will be charged to the participant's Bursar's Account (students) or billed directly to the participant.

6. This account is non-transferable. Additional identification may be required to ensure that only the participant uses the account. The participant may be required to sign a receipt for goods or services.

7. Duke University reserves the right to determine hours of operations and pricing for the goods and services available for purchase with this account.

8. Should the participant's identification number change after execution of this contract, he/she must notify the Registrar's Office (students) or the DukeCard Office as soon as possible. Should the participant's DukeCard be lost, stolen, or damaged, this fact should be reported to the DukeCard Office immediately. A fee will be charged for replacement of lost, stolen or damaged cards. The address and telephone number for the DukeCard Office are as follows:

The DukeCard Office

West Campus
100 West Union
Box 90911
Durham, NC 27708
Tel: 919-684-5800

Medical Center
0100 Facilities Center
Box 90644
Durham, NC 27708
Tel: 919-684-2273

email: DukeCard@duke.edu
<http://dukeCard.duke.edu>

9. This contract should be returned to the DukeCard Office at the one of the above addresses.

(5/2005)

FLEXIBLE SPENDING ACCOUNT

TERMS AND CONDITIONS

1. This contract is executed between the individual named on the front of this page (the participant) and Duke University (the University) through Duke University Auxiliary Services. This contract pertains to the creation of a DukeCard Flexible Spending Account (FLEX Account) which is an option available to students, employees, faculty and staff of Duke University and other individuals designated by the University. This contract is administered for Auxiliary Services by the DukeCard Office.
2. The term of this contract begins when this contract is received by the DukeCard Office and ends when the participant graduates or withdraws from the University (students), terminates employment (faculty/staff/employees) or the participant's DukeCard expires (other individuals).
3. A FLEX Account will not be activated until payment is received by the DukeCard Office or funds are deposited at a DukeCard Value Transfer Station. Additional deposits may be made in any amount and at any time by completing the necessary forms and making payment to the DukeCard Office. The participant may also add funds using specific denominations of currency at any DukeCard Value Transfer Station.
4. The participant's DukeCard will be the access device for the FLEX Account. The card or card number plus personal identification number (PIN) must be presented at the time of purchase and shall be the only means of accessing the participant's account.
5. The FLEX Account is automatically closed at the end of this contract. However, the participant may request, in writing to the DukeCard Office, that the account be closed at any time. The DukeCard Office reserves the right to charge a service fee or close any FLEX Account that has been inactive for a period of twelve (12) months. Refunds on closed accounts will be made at the full value of the unused balance, except no refunds will be made for balances less than \$5.00. Refunds for students will be credited to the participant's Bursar's Account; refunds for all others will be mailed to the last known address. All debts on the participant's Bursar's Account must be satisfied prior to a check being processed for a refund. Any negative FLEX Account balances will be charged to the participant's Bursar's Account (students) or billed directly to the participant.
6. This account is non-transferable. Additional identification may be required to ensure that only the participant uses the account. The participant may be required to sign a receipt for goods or services.
7. Duke University reserves the right to determine hours of operations and pricing for the goods and services available for purchase with this account.
8. Should the participant's identification number change after execution of this contract, he/she must notify the Registrar's Office (students) or the DukeCard Office as soon as possible. Should the participant's DukeCard be lost, stolen, or damaged, this fact should be reported to the DukeCard Office immediately. A fee will be charged for replacement of lost, stolen or damaged cards. The address and telephone number for the DukeCard Office are as follows:

The DukeCard Office

West Campus

100 West Union
Box 90911
Durham, NC 27708
Tel: 919-684-5800

Medical Center

0100 Facilities Center
Box 90644
Durham, NC 27710
Tel: 919-684-2273

email: DukeCard@duke.edu
<http://DukeCard.duke.edu>

(11/2005)



2005-2006 CENTRAL CAMPUS DINING PLAN CONTRACT

Duke University requires that all undergraduate students residing on campus participate in a Dining Plan.

TERMS & CONDITIONS:

- This contract is between the individual (living on Central Campus) named below (the participant) and Duke Dining Services.
- The participant may select one of the dining plans listed below (A, B, C, D, E, or J).
- The period of this contract shall be for the semester(s) indicated below. Fall semester contracts are automatically renewed for the spring unless changed or cancelled during the Dining Plan Change Periods listed below.
- A participant selecting both the fall and spring semesters will be billed prior to each semester for the selected Dining Plan and a \$19.50 administrative fee through the University Bursar.
- Dining Points will be allocated each semester. Although unused fall dining points will remain in the account for use during the spring semester, spring semester plans must be purchased in full. Spring semester Dining Points will not be available before spring semester begins.
- The participant will have access to the Dining Points from August 22, 2005 through 11:59pm on May 15, 2006.
- The participant may add additional Dining Points (in increments of \$25.00) to the selected dining plan at any point during the term of the contract. These additional Dining Points are charged to the participant's Bursar account and will be subject to the Refund Policy.
- Dining Services can change the terms and conditions of this contract with 30 days' notice.

BASIC INFORMATION:

- The Dining Plan is non-transferable, either in part or whole.
- The participant must present his/her DukeCard (Duke University's ID card) to the cashier at the time of purchase.
- During the term of this contract, the participant will receive a monthly statement of all dining plan transactions. Questions concerning transaction records or the status of an account should be referred to the DukeCard Office (100 West Union; 684-5800).
- The participant should immediately report a lost DukeCard to the DukeCard Office to protect the account from unauthorized use.
- Duke Dining Services, a division of Campus Services, reserves the right to determine menus, prices, hours, days of operation, and other operational practices for all dining facilities.
- The participant can pay for a guest's transaction only when present at the time of purchase (by using Dining Points). Misuse of the Dining Plan is subject to the provisions of the Duke University Judicial Code.

DINING PLAN CHANGES:

- Recognized Dining Plan Change Period dates are listed in the table below.
- Dining Plan costs will be charged to the participant's Bursar bill during the Blackout Period prior to each semester. Therefore, the participant's Bursar statement will correctly state Dining Plan changes made during Primary Spring Change Periods, but will not correctly state Dining Plan changes made during the Secondary Change Periods. For changes made during Secondary Change Periods, the participant's original Dining Plan will appear on the Bursar statement and will be corrected in subsequent statements.
- A \$20 processing fee applies to any Dining Plan change processed at any time after Open Selection (the Fall Primary Change Period) has closed, but will be waived if the participant changes to a larger Dining Plan.
- A participant moving off campus may convert to a non-residential dining plan without penalty.
- A participant requesting a Dining Plan change on religious or medical grounds will be referred to the proper University official, who will then make a recommendation to the Dining Services Director. Based on this recommendation and further research, the Director will make a final decision.
- A participant requesting a change for any other reason must submit a Dining Plan Change/Appeal Application to the Duke University Student Dining Advisory Committee (DUSDAC). Decisions of this Committee are final.

REFUND POLICY:

- At the end of the contract period, the participant will receive 100% of the first \$50 remaining for each semester during this contract (\$100 if participating in both fall and spring) plus 50% of any additional balance. These refunds will be credited to the participant's Bursar account.

CANCELLATION POLICY:

- A participant who withdraws from classes or takes a leave of absence (as certified by the Registrar, Residential Life, or an appropriate dean) may cancel this contract by notifying the DukeCard Office.
- A \$30.00 fee applies to the cancellation of an existing dining plan. This fee is waived for fall semester cancellations prior to June 10, 2005 and for spring semester cancellations prior to October 31, 2005.
- If the participant cancels a spring semester dining plan, Dining Points will be refunded according to the refund policy stated above.

DINING PLAN CHANGE PERIODS	Fall 2005	Spring 2006
<u>Primary Change Period</u>	March 22, 2005 (Tue) – June 10, 2005 (Fri) (also Open Selection)	September 19, 2005 (Mon) – October 31, 2005 (Mon)
<u>Blackout Period</u>	June 11, 2005 (Sat) – July 10, 2005 (Sun)	November 1, 2005 (Tue) – November 14, 2005 (Mon)
<u>Secondary Change Period</u>	July 11, 2005 (Mon) – August 12, 2005 (Fri)	November 15, 2005 (Tue) – January 3, 2006 (Tue)
<u>Final Time for Changes</u>	August 12, 2005 (Fri) at 11:59pm	January 3, 2006 (Tue) at 11:59pm

PARTICIPATION PROTOCOL:

- Please complete the information below.
- If the participant does not select a Dining Plan, Plan J will automatically be assigned for the academic year (no later than August 22, 2005).**
- Return this contract to the DukeCard Office, or mail it to: DukeCard Office, 100 West Union, PO Box 90911, Durham, NC 27708.
- The participant should not include payment, as the DukeCard Office will bill the participant through the Bursar.

DINING PLAN (cost per semester)	A \$1,410	B 1,690	C \$1,865	D \$2,015	E \$2,170	J \$1,010
• check one •	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CONTRACT PERIOD • check one •	<input type="checkbox"/> Academic Year 2005-2006			<input type="checkbox"/> Spring 2006 Only		
	Fall contracts automatically renew for the spring semester unless changed or cancelled during the Primary or Secondary Change Period.					

PARTICIPANT INFORMATION

Full Name: _____

Duke Unique ID: _____

Date: _____

Signature: _____

I accept the terms and conditions of this contract as stated above.