

TERMS AND CONDITIONS FOR ONLINE PAYMENTS

These terms and conditions (“Payment Terms”) apply to any payment you make to us for Goods or Services (the “Service”) using a credit or debit card. As used in these Payment Terms, “we,” “us,” and “our” refer to Southland Industries and our current and future affiliates. “You” and “your” refer to the person giving this consent and to any person you are authorized to represent with respect to use of the Service. By authorizing payment(s) to us in connection with the Service, you are accepting and agreeing to these Payment Terms.

Payment Authorization

- Payment(s) through the Service may only be made with a credit card or debit card that we accept and that has been issued to you as the cardholder, and for which you have provided us with the information we require to process payments (“Card”). We may elect to accept or decline any credit card or debit card for any reason, in our sole discretion.
- You are authorizing us to obtain payment of all fees you incur or agree to incur for the Service, either now or any time in the future, via charge(s) to the account accessed using the Card.
- If any payment date falls on a weekend or holiday, the payments may be processed on the next businessday.
- The authorization to charge your Card will remain in effect until you cancel it in accordance with the procedures we establish, which may change from time to time without notice.

Payment Information

- The Card information supplied at the time of using Service is processed by our payment service provider (“Payment Processor”). We do not retain any information concerning the Card. The Payment Processor may retain information concerning you and your Card. Use of the information by the Payment Processor is governed by the Payment Processor’s privacy policy.
- The service is provided using the Payment Processor through a secure website. However, you acknowledge that your personal information, including without limitation Card information, transmitted over the Internet may be susceptible to interception, misuse, hacking, theft and/ or fraud.

Your Responsibilities

- You are responsible for assuring that all the information provided as part of the Service, including information concerning the Card and Card data, is correct, accurate and complete.
- Each time you authorize a payment, or provide information concerning your Card, you are representing, warranting, and confirming that:
 - You are over 18 years of age;
 - You have the appropriate authority to accept and agree to these Payment Terms;
 - You are the holder of the Card and the Card is issued in your name;
 - You are authorized to make and authorize payments using the Card; and
 - There are sufficient funds and/or sufficient credit available on the Card account at the time each payment is processed to fund the payment in full.
- You are responsible for any charges or fees assessed against the Card by the Card issuer or any other third party.
- You agree to read these Payment Terms before using the Service and authorizing payments. You should retain a copy of your transaction authorization(s) and these Payment Terms.

Limitations on Liability and Exclusion of Warranties

- Southland Industries is not liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall Southland Industries be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the processing of payments or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Service.
- SOUTHLAND INDUSTRIES DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Southland Industries is also not liable for any third-party products and services. Also, it has no liability in case of fraud involved in utilizing the third-party products and services.

Amendment and Cancellation of Payment Terms

We may amend these Payment Terms at any time without giving prior notice. Any amendment applies to payments and transactions that occur after the date the amendment is effective. We may change, suspend, or terminate the availability or features of online payments at any time, without prior notice.

Governing law

These Payment Terms will be governed by the law of the state of California without regard to choice or conflicts of law provisions.