

## CREDIT CARD POLICY

ATTENTION To ELECTION CENTER CUSTOMERS: By paying any obligation due to the Election Center at the Election Center website or otherwise via Credit Card, you ("The Customer" or "User") are agreeing in full to the terms and conditions set forth below:

If you use a credit card for a purchase, a registration, or tuition or for any other financial transaction, you are agreeing that you have read and are willing to abide by the following terms and conditions:

1. First, all credit card transactions are final when made: **There will be no refunds.** Your credit card payment for your purchase, if not used for the intended purpose, will result in an Election Center credit memo being held on file with the Election Center. All Election Center credit Memos will be subject to the following additional terms and conditions;
  - a. Election Center credit memos will be available for the full amount of the original purchase.
  - b. Election Center credits may be applied to the current price of events, tuition, or items purchased and if prices have increased additional costs in fees or charges may result.
  - c. Credit memos may be used toward any event of the Election Center through December 31 of the following year. Unused credit memos at the end of the following year will result in forfeiture and credits cannot be extended past the date established in this Policy.
2. User agrees to waive any contractual or statutory rights to cancel or delay payments through credit card companies, banks, attorneys, government officials, courts or any other means which would result in non-payment of credit card charges.
3. User agrees that user has the right to act as agent for the authorizing authority, if such credit card being utilized is not in the name of the user, or the credit card is in the name of an entity for use by user and where user has authority to use such credit card, and that user is purchasing as an authorized agent for the governmental entity, business, organization or individual. This shall be the controlling factor under which use of the credit card is made on this site or with the Election Center. Statements or claims of other officials as to the unauthorized use of the card, or that the individual is not authorized to act as an agent for the entity, shall not be material to the transactions between the Election Center and the person or entity using the card. Consequently, any user who uses such entity card shall remain fully liable to the Election Center for all charges made.

4. User agrees to waive any rights to file claims of any kind related to the credit card transactions on this website or with the Election Center. User agrees that the user, including any entity, whether individual, government, or government official, organization or court, will hold the Election Center harmless and if court proceedings are introduced or conducted, user is indicating that all costs related to such proceedings shall be reimbursed to the Election Center including collection costs and fees, court costs, travel costs, business costs, and reasonable and necessary attorney's fees for acting on behalf of the Election Center or its officers, directors, accountants, attorneys, employees and anyone in privity with it.
5. If a dispute arises concerning such credit card use, the parties agree that Texas Law will govern without regard to any conflict of laws provisions. Venue is fixed in a Court of Competent Jurisdiction located in Harris County, Texas for all purposes.

Use of the credit card indicates that you fully understand and agree to all Terms and Conditions.