

TERMS AND CONDITIONS

1. INTRODUCTION

Welcome to Coastal Pay (“we,” “our,” or “us”). These Terms and Conditions (the “Terms”) govern your use of our payment processing services, software products, and related services (collectively, the “Services”). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

2. ELIGIBILITY

To use the Services, you must:

- Be at least 18 years old or the age of majority in your jurisdiction.
- Provide accurate and complete information during registration.
- Comply with all applicable laws and regulations.

3. ACCOUNT REGISTRATION AND SECURITY

- You must register an account to access certain features of the Services.
- You are responsible for maintaining the confidentiality of your account credentials and are liable for all activities under your account.
- Notify us immediately if you suspect unauthorized access to your account.

4. PAYMENT PROCESSING

- We provide payment processing services to enable transactions between you and your customers.
- By using our Services, you authorize us to process payments on your behalf.
- Transaction fees and settlement terms will be disclosed during account registration or contract execution.

5. SOFTWARE LICENSING

- We grant you a non-exclusive, non-transferable, revocable license to use our software solely for its intended purposes.
- You may not modify, distribute, or reverse-engineer our software without prior written consent.

6. PROHIBITED ACTIVITIES

You agree not to use the Services for:

- Illegal activities or transactions.
- Processing payments for prohibited goods or services as outlined in our Acceptable Use Policy.
- Activities that infringe on intellectual property rights or violate privacy laws.

7. FEES AND PAYMENT TERMS

- Fees for the Services are detailed in your account dashboard or service agreement.
- Fees are subject to change with thirty (30) days’ notice.
- You are responsible for all taxes associated with your use of the Services.

8. DATA PRIVACY

- We collect, use, and disclose personal information as described in our Privacy Policy.
- You must comply with all applicable data protection laws when using the Services.

9. INTELLECTUAL PROPERTY

- All intellectual property rights in the Services are owned by us or our licensors.
- You may not use our trademarks, logos, or other proprietary materials without prior written consent.

10. TERMINATION

- We may terminate or suspend your access to the Services at any time, with or without notice, for any reason, including breach of these Terms.
- You may terminate your account by providing written notice to us.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- The Services are provided “as-is” without warranties of any kind.
- We are not liable for indirect, incidental, or consequential damages arising from your use of the Services.
- Our total liability for any claim is limited to the fees you paid for the Services in the twelve (12) months preceding the claim.

12. INDEMNIFICATION

You agree to indemnify and hold us harmless from any claims, losses, or damages arising from your use of the Services or violation of these Terms.

13. GOVERNING LAW AND DISPUTE RESOLUTION

- These Terms are governed by the laws of Delaware.
- Any disputes will be resolved through arbitration in accordance with Commercial Arbitration Rules of the AAA. The arbitration will take place in San Diego, California, and will apply the governing law of these Terms. The arbitrator will be bound by the warranties, limitations of liability, and other provisions of these Terms. Notwithstanding the foregoing, each party may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its rights pending the outcome of the arbitration.

14. CHANGES TO THE TERMS

We may update these Terms from time to time. The updated Terms will be effective upon posting. Continued use of the Services constitutes acceptance of the updated Terms.

15. CONTACT INFORMATION

If you have questions about these Terms, please contact us on 888-266-1715 or email support@coastalpay.com.