



## **Southern Spot Coolers – Terms & Conditions & Privacy Policy**

### **1. Introduction**

Southern Spot Coolers (“Company”) provides temporary cooling solutions as a professional service. This service includes the installation, operation, and monitoring of spot cooling equipment (“Equipment”) rented to customers (“Lessee”). Lessee acknowledges that they are renting a service, not equipment ownership or operational control.

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### **Terms & Conditions**

#### **2. Nature of the Service**

The Company provides:

- Delivery of Equipment
- Professional installation
- Operation and ongoing monitoring

Lessee and its employees, contractors, or affiliates are strictly prohibited from installing, moving, operating, adjusting, or modifying any Equipment without written authorization from the Company.

#### **3. Service Fees & Billing**

- Service is billed as a weekly or monthly fee per unit or service package
- Minimum rental duration applies if stated on the agreement
- Additional fees may apply for extended usage, relocation requests, or misuse
- Service fees must be paid as stated in the executed Service Agreement or invoice

#### **4. Delivery and Pickup**

- Delivery, setup, and removal are handled only by the Company
- Lessee must ensure clear access for installation and removal
- If access is obstructed or unsafe, additional charges may occur

#### **5. Prohibited Use & Safety**

Lessee agrees:

- Not to move, operate, or alter Equipment

- Not to allow unauthorized individuals to access Equipment
  - Not to use Equipment outdoors unless specifically designed and approved
  - To provide proper electrical capacity and environment as recommended by the Company
- Any unauthorized use may result in immediate termination of service and liability for damages.

## **6. Damage & Misuse**

Lessee is responsible for loss or damage resulting from:

- Unauthorized operation or relocation
- Negligence, tampering, vandalism, or unsafe environment

Company is not responsible for delays or failures caused by Lessee's site conditions.

## **7. Termination of Service**

Company may remove Equipment if:

- Safety concerns exist
- Payment is not received when due
- Misuse or policy violations occur

Early termination fees may apply as described in the Service Agreement.

## **8. Limitation of Liability**

Company is not liable for:

- Loss of business or profits
- Property damage unrelated to proven Company negligence
- Downtime due to power loss or environmental restrictions

Liability is limited to the service fees paid for the affected period only.

## **9. Governing Law**

These Terms shall be governed by the laws of the state in which service was provided.

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## **Privacy Policy**

### **10. Information Collected**

We collect the following information for business purposes:

- Customer name and contact details
- Billing and invoicing information
- Service address and project details

## **11. How Information is Used**

Information is used solely for:

- Providing and managing our services
- Billing and account communications
- Dispatch, scheduling, and customer support

## **12. Sharing of Information**

We do not sell or share personal data except with:

- Authorized service personnel
- Legal authorities when required
- Financial services providers for payment processing

## **13. Data Protection**

We maintain reasonable administrative and digital safeguards to protect personal information from unauthorized access or misuse.

## **14. Customer Rights**

Customers may request to:

- Review information we have stored
- Update or correct personal details
- Request deletion where legally permitted

Requests are processed through official Company communication channels.