

# REACH Cooling Terms of Use

**Effective Date:** August 1, 2024

## 1. Acceptance of Terms

By accessing or using the REACH Cooling website (the "Site"), you agree to comply with and be bound by these Terms of Use (the "Terms"). If you do not agree with these Terms, please do not use the Site.

## 2. Use of the Site

- **Eligibility:** You must be at least 18 years old to use this Site. By using the Site, you represent that you meet this age requirement.
- **Permitted Use:** You may use the Site and its content solely for lawful purposes and in accordance with these Terms. You agree not to use the Site for any fraudulent or illegal activities.
- **Account Responsibility:** If you create an account on the Site, you are responsible for maintaining the confidentiality of your login information and for all activities that occur under your account.

## 3. Intellectual Property Rights

- **Ownership:** All content on the Site, including text, images, graphics, logos, and software, is the property of REACH Cooling or its licensors and is protected by intellectual property laws.
- **Restrictions:** You may not reproduce, distribute, modify, or create derivative works from any content on the Site without prior written permission from REACH Cooling.

## 4. Product Information and Availability

- **Accuracy of Information:** While REACH Cooling strives to ensure the accuracy of product descriptions and other content on the Site, we do not guarantee that all information is complete, current, or error-free.
- **Availability:** Products and services described on the Site are subject to availability and may be withdrawn or changed at any time without notice.

## 5. Orders and Payment

- **Order Acceptance:** Your receipt of an order confirmation does not signify our acceptance of your order. We reserve the right to accept or decline your order for any reason.
- **Payment Terms:** Payment for products must be made in accordance with the payment terms specified on the Site. All prices are subject to change without notice.

## 6. Returns and Refunds

- **Return Policy:** Please refer to our Return Policy [link to the policy] for information on returning products purchased from the Site.
- **Refunds:** Refunds will be processed in accordance with our Return Policy. We reserve the right to refuse a refund if the returned product does not meet the conditions outlined in the Return Policy.

## 7. Limitation of Liability

- **No Warranty:** The Site and its content are provided "as is" without any warranties of any kind, either express or implied. REACH Cooling disclaims all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose.
- **Liability Limitation:** In no event shall REACH Cooling be liable for any direct, indirect, incidental, special, or consequential damages arising from the use of, or inability to use, the Site or any content on the Site, even if REACH Cooling has been advised of the possibility of such damages.

## 8. Indemnification

You agree to indemnify, defend, and hold harmless REACH Cooling, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to your use of the Site or any violation of these Terms.

## 9. Third-Party Links

The Site may contain links to third-party websites that are not owned or controlled by REACH Cooling. We are not responsible for the content or practices of any linked sites. Accessing these links is at your own risk.

## 10. Privacy

Your use of the Site is also governed by our Privacy Policy, which is incorporated into these Terms by reference.

## 11. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of Hialeah, Florida, without regard to its conflict of laws principles. Any legal action or proceeding arising under these Terms shall be brought exclusively in the courts located in Hialeah, Florida

### **12. Changes to Terms**

REACH Cooling reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site after such changes constitutes your acceptance of the new Terms.

### **13. Contact Us**

If you have any questions or concerns about these Terms, please contact us at:

**REACH Cooling**

**Address:** 625 East 10th Avenue

Hialeah, FL 33010 USA

**Office Number:** 305.863.6360

**Email:** [customerservice@reachcooling.com](mailto:customerservice@reachcooling.com)