

TERMS AND CONDITIONS

Last updated January 27, 2026

AGREEMENT TO OUR LEGAL TERMS

We are CAMCOOLER LLC (“**CAMCOOLER.COM**”, “**CAMCOOLERLLC**”, “**CAMCOOLER**”, “**CAMCOOLER®**”, “**Company**,” “**we**,” “**us**,” “**our**”), a company registered in Arizona, United States at 3134 E Boot Track Trl, Gilbert, AZ 85296.

We operate the website <https://camcooler.com/> (the “**Site**”), as well as any other related products and services that refer or link to these legal terms (the “**Legal Terms**”) (collectively, the “**Services**”).

Business hours: By Appointment Only! No walk-ins.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”), and CAMCOOLER LLC, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the “Last updated” date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records

1. OUR SERVICES

- 1.1. The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any

registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

1.2. The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

1.3. This website is operated from the United States and is not currently compliant with the European Union General Data Protection Regulation (GDPR). We do not intentionally target, advertise to, or offer products or services to individuals or entities located within the European Union. If you choose to continue using this website, certain personal data may be collected, stored, or processed in ways that do not meet EU data protection standards, including but not limited to analytics technologies, functional cookies, and embedded third-party services. **By continuing, you acknowledge this limitation and voluntarily choose to access the website with that understanding.**

2. Product Use, Liability & Performance Disclaimer

2.1. Intended Use

2.1.1. CAMCOOLER LLC products, unless specifically ordered via our custom FDM manufacturing process, are designed and manufactured as accessories for action cameras and related consumer or industrial equipment, including active-cooling enclosures and mounting accessories.

2.1.1.1. CAMCOOLER LLC products are **not designed, manufactured, intended, qualified, tested, certified, or warranted** for use in **life-safety, medical, implantable, aviation, aerospace, unmanned aircraft (UAS/drone), defense, or other mission-critical systems**, unless **explicitly stated in writing and specifically manufactured under a documented custom FDM manufacturing agreement.**

2.1.1.2. Mission-critical systems include, without limitation, any application in which product failure, malfunction, or improper performance could **reasonably be expected** to result in **personal injury, loss of life, property damage, environmental harm, or catastrophic loss.**

- 2.1.1.3. Any such use is **strictly at the customer's sole risk**, and CAMCOOLER LLC **expressly disclaims all liability and warranties**, express or implied, related to such applications.

2.2. Explicitly Excluded Uses

2.2.1. CAMCOOLER products shall not be used in, or relied upon for:

- 2.2.1.1. Medical devices or patient-contact equipment
- 2.2.1.2. Implantable devices
- 2.2.1.3. Aircraft flight hardware or flight-critical aerospace components
- 2.2.1.4. Human life-support or safety-critical systems
- 2.2.1.5. Firearms, weapons systems, or regulated defense articles
- 2.2.1.6. Applications requiring regulatory certification unless explicitly stated in writing

2.2.2. Use in any excluded application is **at the sole risk of the user**.

2.3. Materials & Performance

2.3.1. CAMCOOLER products may be manufactured using polymers including, but not limited to, ASA, PET-GF, PEEK, PEKK, or PEI (ULTEM).

2.3.1.1. PET-GF (Polyethylene Terephthalate)

2.3.1.1.1. PET-GF is a high-performance composite made of PET reinforced with glass fibers, providing superior strength, stiffness, and heat resistance. This industrial-grade material excels in applications requiring high durability and stability under mechanical load or heat.

2.3.1.1.2. **Handling Guidance. Glass-filled plastics are generally safe when intact. If a part is cracked, fractured, or abraded, sharp fibers or edges may be exposed. Use appropriate protection (e.g., gloves) and keep damaged parts away from children. Where available, consult the material manufacturer's SDS.**

2.3.2. Material selection, print parameters, and processing are based on CAMCOOLER's internal testing and intended product use.

2.3.3. No warranty or representation is made that any product or material is suitable for applications outside the stated intended use, beyond published manufacturer material data, or under conditions not expressly specified by CAMCOOLER LLC.

2.4. Thermal & Environmental Conditions

- 2.4.1. Product performance is dependent on operating temperature, environmental exposure, mounting configuration, airflow, and surrounding conditions.
- 2.4.2. CAMCOOLER LLC does **not guarantee performance** under extreme thermal, mechanical, chemical, or environmental conditions unless explicitly stated in writing.
- 2.4.3. Individual results are not guaranteed and vary by conditions. No warranty implied.
- 2.4.4. Cooling fans may help reduce temperature but do not guarantee prevention of overheating or data loss.

2.5. Installation, Modification & Misuse

- 2.5.1. CAMCOOLER products must be installed and used in accordance with provided written instructions, or instructions located on the Camcooler.com support pages/product page, or instructional videos located on the CAMCoolER YouTube channel.
- 2.5.2. **Secondary Retention Required.** Where any device is mounted above ground level, near people, vehicles, fences/netting, or other property, the user must use a **secondary retention method** (e.g., tether/lanyard/safety line) in addition to the primary mount.
- 2.5.3. **Heat / Battery Safety.** Action cameras and other devices may contain lithium batteries and may overheat depending on settings, sunlight, ambient temperature, airflow, and device condition. Users must follow the device manufacturer's safety guidance and must discontinue use if the device or battery shows signs of unsafe operation (e.g., swelling, odor, excessive heat, leakage).

2.6. Limitation of Liability / Product Safety / Assumption of Risk

- 2.6.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAMCOOLER LLC WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF USE, OR DAMAGE TO OTHER EQUIPMENT, ARISING OUT OF OR RELATED TO THE USE OF, OR INABILITY TO USE, ANY PRODUCT OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES; IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

2.7. Customer Responsibility

- 2.7.1. The customer is solely responsible for determining the suitability of CAMCOOLER products for their specific application and for ensuring compliance with all applicable laws, regulations, and safety requirements.
- 2.7.2. No Professional Advice. Any installation or configuration guidance is general information only and is not engineering, safety, regulatory, or professional advice.
- 2.7.3. Any recommendations or information provided are general guidance only and do not constitute professional advice, certification, or approval for any specific application.
- 2.7.4. You assume all risk of installation, mounting, and use... including risk of dropped equipment, property damage, personal injury.

2.8. Quality System Statement

- 2.8.1. CAMCOOLER LLC operates a quality management system aligned with ISO 9001:2015, focused on controlled manufacturing processes, material traceability, inspection, and continuous improvement within the defined scope of intended product use. CAMCOOLER LLC products are not ISO 9001 certified unless expressly stated in writing.

2.9. Acceptance of Terms

- 2.9.1. Use of CAMCOOLER products constitutes acceptance of these terms and conditions.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. Our intellectual property

- 3.1.1. We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

3.1.2. Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

3.1.3. CAMCoolER Trademark: SER. NO. 98-536,051. Filed 05-06-2024

3.1.4. The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use only.

3.2. Your use of our Services

3.2.1. Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

3.2.1.1. access the Services; and

3.2.1.2. download or print a copy of any portion of the Content to which you have properly gained access.

3.2.1.3. solely for your personal, non-commercial use.

3.2.2. Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

3.2.3. If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: sales@camcooler.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

3.2.4. We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

3.2.5. Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

3.3. Your submissions

- 3.3.1. Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.
- 3.3.2. Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.
- 3.3.3. You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:
- 3.3.3.1. confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
 - 3.3.3.2. to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
 - 3.3.3.3. warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your
 - 3.3.3.4. Submissions; and
 - 3.3.3.5. warrant and represent that your Submissions do not constitute confidential information.
- 3.3.4. You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

4. AUTHORIZED PARTNER AGREEMENT

- 4.1. **Authorized Partners Only.** CAMCOOLER LLC may offer separate written agreements for authorized resellers, distributors, or partners ("Authorized Partners"). **Only parties that have signed a written Authorized Partner**

agreement are permitted to market, advertise, or resell CAMCOOLER LLC products as an Authorized Partner.

4.2. Unauthorized Marketplace Listings. CAMCOOLER LLC does not currently authorize new third-party marketplace listings by partners (e.g., Amazon, eBay, Walmart Marketplace) unless expressly approved in writing. CAMCOOLER LLC may request removal of unauthorized listings and may pursue enforcement of its intellectual property rights and distribution policies.

4.3. Consumer Resale. Nothing in this Section prohibits an individual consumer from reselling a product they lawfully purchased (e.g., a single used item), but any such resale is **not** an authorized distribution channel and does not create any warranty or support obligations beyond those stated in these Legal Terms.

4.4. Separate Terms Control. If you are an Authorized Partner, your signed Authorized Partner agreement governs any conflict with these Legal Terms.

5. USER REPRESENTATIONS

5.1. By using the Services, you represent and warrant that:

5.1.1. all registration information you submit will be true, accurate, current, and complete;

5.1.2. you will maintain the accuracy of such information and promptly update such registration information as necessary;

5.1.3. you have the legal capacity and you agree to comply with these Legal Terms;

5.1.4. you are not a minor in the jurisdiction in which you reside;

5.1.5. you will not access the Services through automated or non-human means, whether through a bot, script or otherwise;

5.1.6. you will not use the Services for any illegal or unauthorized purpose;

5.1.7. and your use of the Services will not violate any applicable law or regulation.

5.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

6. USER REGISTRATION

6.1. You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

7. WARRANTY ON CAMCOOLER PRODUCTS

7.1. General Notice

7.1.1. We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Services. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason.

7.1.1.1. Subject to Change. Product specifications, compatibility guidance, documentation, pricing, promotions, availability, fulfillment timelines, and Site content are subject to change at any time without notice.

7.1.2. CAMCOOLERLLC and its damaged, affiliated, and subsidiary units, including teams, will not be liable for any damages or injury caused by, including but not limited to, any failure of any other product manufactured and/or sold by CAMCOOLERLLC and you acknowledge that CAMCOOLERLLC will not be responsible for any damages to your Action Camera, Smartphone, or any other device for any reason due to a product failure manufactured and/or sold by CAMCOOLERLLC.

7.1.3. The end-user assumes all responsibility for any damage that could occur to the fence, netting, or any other surface, object, or person when using any other product manufactured and/or sold by CAMCOOLERLLC. Also, it is highly recommended to use a backup method to secure your device from falling off and getting damaged. CAMCOOLERLLC will not be responsible for any reason due to any product failure manufactured and/or sold by us.

7.2. Warranty

7.2.1. Our products are warranted to be free from defects in material and workmanship at time of delivery. Warranty only covers defects — not performance issues.

7.2.2. Limited Replacement Warranty (Cooling Fans & Enclosures)

7.2.2.1. While CAMCOOLER LLC products are engineered for durability, the environments in which they are commonly used—such as baseball and

softball fields—may expose them to unpredictable impacts, including balls or other objects, as well as dust, debris, and airborne particulates.

7.2.2.2. Due to these operating conditions, CAMCOOLER LLC provides a limited replacement warranty of up to twelve (12) months from the original date of purchase for cooling fans and enclosures manufactured and/or sold by CAMCOOLER LLC.

7.2.2.3. Upon warranty review and approval, replacement parts will be provided as necessary to restore the product to operational condition.

7.2.3. This warranty is limited strictly to replacement parts and does not include monetary refunds, credits, or reimbursement of any kind.

7.2.3.1. Relationship to Returns. This warranty provides exclusive remedies for defects. Discretionary returns (non-defect returns) are governed by Section 10.

7.2.4. After 12 months, if a defect arises, we will at our discretion, work with you to find suitable parts to either repair the product using new or refurbished parts or replace the product with a new or refurbished product at the users' cost. This does not cover any damage or defects resulting from misuse, accident, alteration, or normal wear and tear.

7.2.5. Camera/Device Overheat Does NOT indicate a defective cooler (No warranty or guarantee offered)

7.2.5.1. Our extensive experience in real-world usage in Phoenix's scorching summers, coupled with numerous rigorous heat tests, offers valuable insights into potential scenarios and performance. It's crucial to leverage this data to better understand the capabilities, limitations, and provide insights into potential scenarios and performance. User success can vary due to numerous factors such as individual operating environments, ambient temperature, intensity of use, user behaviors, camera/battery condition, and other variables. Therefore, while our data may indicate successful recording/operating possibilities, it's essential to recognize that actual results may differ for each user and there is no guarantee offered.

7.2.5.2. Utilizing a cooler fan can effectively lower the operating temperatures of your devices, helping to enabling continuous recording or operation in several scenarios. However, it's important to note that CAMCOOLERLLC offers no guarantee and will not be held liable for any lost recorded video

footage or device malfunctions resulting from overheating. In summary, it's essential to monitor operating conditions, adjust recording resolutions and settings based on environmental temperatures accordingly to ensure optimal performance and mitigate potential overheating issues.

8. WARRANTY ON RAM MOUNTS

- 8.1. If a RAM® component fails because of a manufacturing defect or a lack of quality, RAM® Mounts will repair or replace it free of charge (customer is responsible for cost of shipping).
- 8.2. As a RAM® authorized reseller, RAM products purchased on our website are eligible for their warranty and is limited to RAM® mounts and components. Their warranty does not include any device mounted or attached to a RAM® mount, such as a phone, GPS, computer or other device.
- 8.3. RAM® warranty is provided solely by RAM® Mounts and is subject to their terms. CAMCOOLER LLC does not provide any separate warranty for RAM® products beyond what RAM® provides.

8.3.1. Please visit <https://rammount.com/pages/warranty> for official warranty information or to make a warranty claim for a RAM product.

9. PURCHASES, PAYMENT, CHARGEBACK, FRAUD, BUNDLE CALCULATION ERRORS, FULFILLMENT, AND SHIPPING

9.1. PAYMENT

9.1.1.1. We accept the following forms of payment:

- 9.1.1.1.1. Visa
- 9.1.1.1.2. Mastercard
- 9.1.1.1.3. Discover
- 9.1.1.1.4. Venmo
- 9.1.1.1.5. Cash

9.1.2. Credit card processing is securely conducted via Stripe, our card processor, and is a highly safe platform for paying and receiving payments. Stripe is a PCI Service Provider Level 1, the highest certification level available in the payments industry. Simply put, any payment information sent is just as secure and safe as PayPal or any other large e-commerce site.

9.1.3. CAMCOOLERLLC does not store credit card information on our platform as we do not have the ability to view that information. The credit card data entered in your payment form is never stored on our server. Instead, the data is sent directly to our credit card processor. Our servers show a transaction

number indicating payment is successful. Our servers do store the other information you provided during checkout. This information remains private.

9.1.4. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update your account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We reserve the right to change prices at any time. All payments shall be in US dollars.

9.1.5. You agree to pay all charges, as then in effect, for your purchases and any applicable shipping fees. You authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

9.1.6. We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

9.2. CHARGEBACK, FRAUD

9.2.1. We reserve the right to cancel suspected fraud

9.2.1.1. Restocking fee not waved due to chargeback

9.3. BUNDLE CALCULATION ERRORS

9.3.1. Orders that include bundle discounts may be canceled prior to shipment at the sole discretion of CAMCOOLERLLC if there are any errors in calculations due to automatic discount processes, customer adjustments to the shopping cart to incorrectly change or adjust the discount amount, or any other known or unknown discrepancies that would cause the discount amount to be incorrect. Customers will receive a full refund of the order amount originally charged.

9.4. Fulfillment

9.4.1. Expedited Order Processing

9.4.1.1. For in-stock items, you may choose expedited processing for an additional fee. With this option, your order will be prioritized and processed ahead of all other orders, ensuring faster picking, packing, and handoff to the shipping carrier. Please note this fee is separate from the shipping method selected at checkout. Orders are typically shipped within one business day, or the same day if placed early enough. If we do not hand off your package to the carrier within three calendar days of your order being submitted, the expedited processing fee will be refunded. Please note that Saturday, Sunday, and US federal holidays are not included in this timeframe.

9.4.2. Normal Order Processing

9.4.2.1. We do our best to ship items promptly, but the fulfillment of items can be delayed several days but normally range between 1 to 3 days. (timelines are estimates and in no way offer a guarantee of when your items will be fulfilled)

9.4.3. We reserve the right to delay fulfillment and shipping and not split an order with backordered items.

9.4.4. There will be a store notice if fulfillment isn't available, like when everyone is out of town at a softball tournament.

9.5. Shipping

9.5.1. All shipping timelines are estimates and in no way offer a guarantee of when your shipment will arrive. At our sole discretion will make the determination to ship a complete order or split the order into separate shipments.

All shipping timelines are estimates and in no way offer a guarantee of when your shipment will arrive. At our sole discretion will make the determination to ship a complete order or split the order into separate shipments.

9.5.2. DOMESTIC SHIPPING

9.5.2.1. Free Shipping:

9.5.2.1.1. Within the USA, domestic ground shipping is free on orders over \$40.

9.5.2.1.2. The shipping service provided is the choice of CAMCoolER LLC unless otherwise noted, or a service is specifically selected at checkout. Shipping services may range from, but not limited to, USPS

Ground Advantage, UPS Ground Saver, UPS SurePost, UPS Ground, USPS Priority Mail, UPS 3 Day Select, or FedEx Ground.

9.5.2.1.3. We strive to ensure you receive the package within 2 to 5 days of shipment. (this is not a guarantee)

9.5.2.2. Overnight or 2 Day shipping at checkout:

9.5.2.2.1. Purchasing a faster shipping method does not guarantee quicker order processing. However, for in-stock items, we aim to ship the same day or within 1–2 business days.

9.5.3. Amazon Prime Shipping

9.5.3.1. Items purchased on Amazon will be fulfilled and shipped via Amazon Prime.

9.5.4. INTERNATIONAL SHIPPING

9.5.4.1. International shipping service provided is the choice of CAMCoolER LLC unless the specific user is selected at the time of checkout. Shipping Insurance up to \$100 and tracking is included.

9.5.4.2. Import Tax & Duty at Checkout

9.5.4.2.1. If your country requires import tax and duty, you pay the amount on arrival (DDU). Our shipping company estimates the rate if required by your country. The import tax and duty amount presented is only an estimate. The actual amount may differ as calculated by your country.

9.5.4.3. Services Normally Offered (subject to change and availability)

9.5.4.3.1. UPS Worldwide Saver® (Estimated 1 working day)

9.5.4.3.2. DHL (Estimated 1 to 2 working days for delivery)

9.5.4.3.3. FedEx® International Connect Plus will be selected for your country and region if available. (Estimated 2 to 5 working days for delivery)

9.5.4.3.4. Asendia - e-PAQ Plus (Delivered in 1 to 4 weeks)

9.5.4.3.4.1. Asendia—e-PAQ Plus service shipping transit times can be slow, and the package may take several weeks to arrive.

9.5.5. All shipping timelines are estimates and in no way offer a guarantee of when your shipment will arrive. At our sole discretion, we will determine whether to ship a complete order or split the order into separate shipments.

9.5.6. If you require a faster shipping service, we offer many on an individual basis. These speedy services will be quite expensive, so contact us before placing an order, and we can set one up for you.

9.6. Risk of Loss:

9.6.1. All products shipped are provided with a tracking number and emailed automatically to the email address provided at checkout. If your package was successfully delivered and then stolen from your porch, you have a couple of options:

- 9.6.1.1. Lost in Transit vs. Marked Delivered. If tracking shows “delivered,” it is treated as delivered unless the carrier confirms mis delivery.
- 9.6.1.2. CAMCOOLER LLC is never responsible, to the maximum extent permitted by law, for stolen packages. There is nothing we can do once the package is marked delivered. Lost packages are different, so reach out to us in that case.
- 9.6.1.3. Confirm It Was Delivered: Before jumping to conclusions, first confirm that UPS delivered the package. You can track the package using the tracking number provided to you. It will show the delivery date, time, and sometimes even a picture of where it was left.
- 9.6.1.4. Check with Neighbors and Other Household Members: Sometimes, a neighbor may have taken your package for safekeeping, or another household member might have brought it inside without telling you.
- 9.6.1.5. Contact the Carrier: If you’re sure the package was delivered and is missing, contact carrier customer service. They might be able to provide additional details on the delivery.
- 9.6.1.6. File a Claim with the Carrier: If the carrier confirms the delivery and you haven’t received your package, you can file a claim. This is especially relevant if the package was insured. You’ll need to provide details like the tracking number, description of the contents, and value.
- 9.6.1.7. File a Police Report: For expensive items or if you notice a pattern of package thefts, consider reporting it to the police. They may not always be able to recover the stolen package but having a record can be helpful for insurance or other claims.
- 9.6.1.8. Check Homeowner’s or Renter’s Insurance: Depending on the value of the stolen item and your deductible, it may be worth checking to see if your homeowner’s or renter’s insurance will cover the loss.
- 9.6.1.9. Reach out to your local police department to notify them of the theft.

9.6.1.10. Many credit card companies, including American Express, may offer protection for members who charge a covered purchase that ends up being stolen. The coverage is limited, so check with your credit card company for specifics.

10. REFUND AND RETURN POLICY

10.1. Overview

10.1.1. We are a small manufacturer. To keep prices competitive, we maintain a structured return process. Defective or damaged-in-transit items are handled under Exchanges / Warranty below and Section 7. Non-defect discretionary returns are subject to restocking fees and shipping rules described here.

10.2. Definitions.

10.2.1. **“Unopened”** means the item is unused, uninstalled, and returned in original packaging with all components.

10.2.2. **“Used/Opened”** means any item that has been installed, mounted, powered, used outdoors, exposed to dust/debris, modified, or shows wear.

10.2.3. **“RMA”** means Return Merchandise Authorization.

10.3. Order of Precedence / Conflicts

10.3.1. Order of Precedence. If there is any conflict between: (a) these Legal Terms, (b) any product page, support page, instruction sheet, or packaging insert, and (c) any warranty/return policy summary shown elsewhere on the Site, then these Legal Terms control, except that Section 10 (Refund and Return Policy) controls for discretionary returns and refunds and Section 7 (Warranty) controls for defects and warranty remedies.

10.4. Cancelled Orders That Have Not Shipped

10.4.1. Orders that are cancelled before being dropped off at the post office or another delivery service are eligible for a full refund. We will make every effort to ensure that cancelled orders are not sent out for delivery, but we cannot guarantee that the package can be intercepted. Once an order has been dropped off at the shipping service, sections 10.5 or 10.6 will apply.

10.5. Orders That Have Shipped: Unopened Packages

10.5.1. You can initiate returns within 30 days of receiving your order.

10.5.2. 20% restocking fee will be deducted from the refund for returned items.

10.5.3. The original shipping costs, if any were paid, are non-refundable.

10.5.4. Customers are responsible for covering the return shipping costs.

10.6. **Orders That Have Shipped: Opened/Used Products**

10.6.1. Opened/Used Products. If approved, refunds for opened/used products will be prorated based on condition as determined in CAMCOOLER LLC's reasonable discretion after inspection. If you do not accept the prorated amount, we will (at your option) return the item to you at your expense, or dispose of it if you instruct us in writing.

10.6.2. Prorated amount minus the 20% restocking fee.

10.6.3. To be eligible for a return, your item must be in the same condition that you received it. It must also be in the original packaging.

10.6.4. The original shipping costs, if any were paid, are non-refundable.

10.6.5. Customers are responsible for covering the return shipping costs.

10.7. **Returns Not Authorized**

10.7.1. If the 30-day window has passed, you will not be offered a refund and/or exchange of any kind. The 30-day window starts on the delivery date as indicated by our shipping company.

10.7.2. Returns are not accepted for custom text engraved/printed products.

10.7.3. Only regular priced items may be refunded; sale items cannot be refunded.

10.8. **Returns Process**

10.8.1. **RMA Required.** You must obtain an RMA before returning any product. Do not send items back until we provide return instructions. Returns sent without authorization may be refused or returned to sender.

10.8.2. To return your product, visit our "[Contact](#)" page and submit the form by selecting "Returns" in the dropdown subject menu. For opened or used products that still qualify for a return, don't send the item back until we have evaluated the condition and provide a prorated amount.

10.8.3. Mail your product to the address listed in the email you will receive from us. You will be responsible for paying your own shipping costs for returning your item. Shipping costs are non-refundable. Depending on where you live, the time it may take for the item to reach us. If you are returning more expensive

items, you may consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

10.8.4. We must receive the returned item(s) within 30 days of submitting a return request!

10.9. **Exchanges**

10.9.1. We only replace items if they are defective or damaged at time of shipping arrival. CAMCOOLER LLC retains sole discretion in determining whether an item is defective or damaged.

10.10. **Refunds**

10.10.1. Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the refund and it will be applied to your credit card or original method of payment, within a certain number of days.

10.10.2. **Late or missing refunds**

10.10.3. If you haven't received a refund yet, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted. Next contact your bank. There is often some processing time before a refund is posted.

11. PROHIBITED ACTIVITIES

11.1.1. You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

11.1.2. As a user of the Services, you agree not to:

11.1.3. Using the website for illegal purposes or harassing or threatening someone

11.1.4. Infringing on the website's copyright, trademark, and other intellectual property by copying, selling, or transferring any data about this website

11.1.5. Using web services to violate the rights of other users

11.1.6. Altering or modifying the website's intellectual property

11.1.7. Violating or breaching the website's security and defense system

- 11.1.8. Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- 11.1.9. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- 11.1.10. Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- 11.1.11. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- 11.1.12. Use any information obtained from the Services in order to harass, abuse, or harm another person.
- 11.1.13. Make improper use of our support services or submit false reports of abuse or misconduct.
- 11.1.14. Use the Services or a product purchased from us in a manner inconsistent with any applicable laws or regulations.
- 11.1.15. Engage in unauthorized framing of or linking to the Services.
- 11.1.16. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- 11.1.17. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- 11.1.18. Delete the copyright or other proprietary rights notice from any Content. Attempt to impersonate another user or person or use the username of another user.
- 11.1.19. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism,

- 11.1.20. including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- 11.1.21. Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- 11.1.22. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- 11.1.23. Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- 11.1.24. Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- 11.1.25. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- 11.1.26. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- 11.1.27. Use a buying agent or purchasing agent to make purchases on the Services, unless explicitly approved by us.
- 11.1.28. Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- 11.1.29. Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- 11.1.30. Use the Services to advertise or offer to sell goods and services. Sell or otherwise transfer your profile.
- 11.1.31. Reverse Engineering / Copying / Competitive Use. Use the Services or any product information (including photos, designs, instructions, or specifications) to copy, reverse engineer, create derivative works, replicate, or

manufacture products that compete with CAMCOOLER LLC, or to assist any third party in doing so. CAMCOOLER LLC reserves all rights and remedies available at law and in equity, including injunctive relief and damages where applicable.

12. USER GENERATED CONTRIBUTIONS

12.1.1. The Services does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Services' Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

12.1.1.1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

12.1.1.2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.

12.1.1.3. You have the written consent, release, and/or permission of each and every

12.1.1.4. identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.

12.1.1.5. Your Contributions are not false, inaccurate, or misleading.

12.1.1.6. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

- 12.1.1.7. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- 12.1.1.8. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- 12.1.1.9. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- 12.1.1.10. Your Contributions do not violate any applicable law, regulation, or rule. Your Contributions do not violate the privacy or publicity rights of any third party.
- 12.1.1.11. Your Contributions do not violate any applicable law concerning child pornography or otherwise intended to protect the health or well-being of minors.
- 12.1.1.12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- 12.1.1.13. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

12.2. Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

13. CONTRIBUTION LICENSE

- 13.1.1. You and Services agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).
- 13.1.2. By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.
- 13.1.3. We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable

for any statements or representations in your Contributions provided by you in any area on the Services.

13.1.4. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

14. GUIDELINES FOR REVIEWS

14.1.1. We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- 14.1.1.1. you should have firsthand experience with the person/entity being reviewed.
- 14.1.1.2. your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language.
- 14.1.1.3. your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- 14.1.1.4. your reviews should not contain references to illegal activity;
- 14.1.1.5. you should not be affiliated with competitors if posting negative reviews;
- 14.1.1.6. you should not make any conclusions as to the legality of conduct;
- 14.1.1.7. you may not post any false or misleading statements;
- 14.1.1.8. and you may not organize a campaign encouraging others to post reviews, whether positive or negative.

14.1.2. We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

15. THIRD-PARTY WEBSITES AND CONTENT

15.1.1. The Services may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

16. SERVICES MANAGEMENT

16.1.1. We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your

Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

17. PRIVACY POLICY

17.1.1. We care about data privacy and security. Please review our Privacy Policy: <https://camcooler.com/privacy>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. The Services are intended for customers in the United States. If you access the Services from outside the United States, you do so voluntarily and understand that your information may be transferred to and processed in the United States. If you believe local laws may apply to you, you should not use the Services.

18. TERM AND TERMINATION

18.1.1. These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL

18.1.2. TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

18.1.3. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or

borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

19. MODIFICATIONS AND INTERRUPTIONS

19.1.1. We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

19.1.2. We cannot guarantee the Services will always be available. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

20. GOVERNING LAW

20.1.1. These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Arizona applicable to agreements made and to be entirely performed within the State of Arizona, without regard to its conflict of law principles.

21. DISPUTE RESOLUTION

21.1.1. Informal Negotiations

21.1.2. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days

before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

21.1.3. Binding Arbitration

21.1.3.1. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Maricopa, Arizona. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

21.1.4. If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Maricopa, Arizona, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

21.1.5. In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party

will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

21.1.6. **Small Claims Exception.** Either party may bring an individual action in small claims court if the claim qualifies and remains in that court.

21.1.7. **Restrictions**

21.1.7.1. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

21.1.8. **Exceptions to Informal Negotiations and Arbitration**

21.1.8.1. The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

21.1.8.2. **Opt-Out (30 Days).** You may opt out of the arbitration and class action waiver provisions by sending an email to **sales@camcooler.com** within **30 days** of (a) your first purchase on the Site or (b) first creating an account, whichever occurs first. Your email must include your name, order number (if any), and a clear statement that you are opting out of arbitration.

22. CORRECTIONS

22.1.1. There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

23. DISCLAIMER

23.1.1. THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

24. LIMITATIONS OF LIABILITY

24.1.1. IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN,

24.1.2. OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE ONE (1) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

25. INDEMNIFICATION

25.1.1. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

25.1.2. CAMCOOLERLLC and its related, affiliated, and subsidiary units, including teams, will not be liable for any damages or injury caused by, including but not limited to, any failure of any other product manufactured and/or sold by

CAMCOOLERLLC and you acknowledge that CAMCOOLERLLC will not be responsible for any damages to your Action Camera, Smartphone, or any other device for any reason due to our product failure, a product sold by CAMCOOLERLLC, or failure to secure the device to the mount and/or fence or any other object. The end-user assumes all responsibility for any damage that could occur to the fence, netting, or any other surface, object, or person when using the Universal Fence Mount or any other product manufactured and/or sold by CAMCOOLERLLC.

25.1.3. Heat Testing Data

25.1.3.1. It's crucial to understand that data from our heat testing provides insights into potential scenarios and performance under certain conditions. However, real-world usage can vary due to numerous factors such as individual operating environments, user behaviors, and other variables. Therefore, while the data may indicate possibilities, it's essential to recognize that actual results may differ for each user.

25.1.3.2. Cooler Fans will help to reduce the operating temperatures of your devices and keep the recording/operating. However, due to various atmospheric conditions and numerous other variables, we cannot guarantee that your device will not overheat and shut off. CAMCOOLER LLC will not be held responsible for lost recorded video footage or operating of a device due to an overheated device. As a general guideline: Lower recording resolutions are advised for higher ambient temperatures!

26. USER DATA

26.1.1. We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

27. CALIFORNIA USERS AND RESIDENTS

27.1.1. If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market

Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

28. NON-US USERS AND RESIDENTS

28.1.1. The Services are intended for customers in the United States. If you access the Services from outside the United States, you do so voluntarily and understand that your information may be transferred to and processed in the United States. If you believe local laws may apply to you, you should not use the Services.

28.1.2. This website is operated from the United States and is not currently compliant with the European Union General Data Protection Regulation (GDPR). We do not intentionally target, advertise to, or offer products or services to individuals or entities located within the European Union. If you choose to continue using this website, certain personal data may be collected, stored, or processed in ways that do not meet EU data protection standards, including but not limited to analytics technologies, functional cookies, and embedded third-party services.

29. MISCELLANEOUS

29.1.1. These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

30. ELECTRONIC AND ALL OTHER COMMUNICATIONS

30.1.1. CAMCOOLER.COM offers various methods for legitimate customers to contact us. The use of our email, contact form, text message, or telephone services is reserved exclusively for current and/or potential customers of CAMCOOLER LLC. By utilizing any of these communication channels, users agree not to employ robot/automated emailing, texting, or phone services to send messages.

30.1.2. **CAMCOOLER LLC does not entertain unsolicited sales pitches for services such as SEO, payroll/tax, marketing campaigns, web page development, or similar 'spam' type emails. Violation of the CAN-SPAM Act is subject to penalties of up to \$51,744, making non-compliance costly.**

30.1.3. Other emails must contain Accurate Header Information: Your “From,” “To,” “Reply-To,” and routing information, including the originating domain name and email address, must be accurate and identify who initiated the message. Non-Deceptive Subject Lines: The subject line must not be misleading and should reflect the content of the message. Physical Address: You must include a valid physical postal address in your email. Such unwanted communications violate the FTC CAN-SPAM Act and its accompanying rules. Our contact form sends us an email, and each separate email in violation of the CAN-SPAM Act is subject to penalties of up to \$51,744, making non-compliance costly. However, compliance with the law is straightforward: refrain from sending us unwanted spam.

31. CONTACT US

31.1.1. In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

CAMCOOLER LLC
Gilbert, AZ
United States
Phone: (623) 281-8326
sales@camcooler.com