

Clairemont Equipment Privacy Policy & SMS Terms and Conditions & Social Media T&C

Updated June 01, 2025

Clairemont Equipment's Privacy Policy

The Privacy policy for Clairemont Equipment applies to information collected by or on behalf of Zagami Inc dba Clairemont Equipment and its affiliates and subsidiaries ("we", "us", or "our"), including, but not limited to, Personal Information collected through our website at clairemontequipment.com or any other company owned websites that redirect to clairemontequipment.com or that links to this Privacy Policy as well as any mobile versions of those websites, in store, by phone and anywhere else we display this Privacy Policy (collectively referenced as "Site" or "Platforms"). This Privacy Policy describes how and why we might access, collect, store, use and/or share ("process") your personal information when you use our services ("Services"), as well as your rights and choices with regard to personal information we collect, including when you visit any of our website or any site that links to this Privacy notice or when you engage with us in other related ways including texting, sales, marketing or events. Please be sure to read this entire Privacy Policy and our Terms and Conditions of Use before using or submitting information via the Platforms.

1. Information We Collect

When you visit, use or navigate our Services, we may process personal information depending on how you interact with us and the Services, the choices you make, and the products and features you use. We may collect information directly from you, automatically via your use of the Platforms, or from third-party sources. You may provide information to us when you request services and products through our Platform (Contact Us Page or by Renting, Buying or Servicing Parts or Equipment from us); contacting customer service, completing a credit application, completing a survey or other types of business that requires you to provide your information.

- Personal identification information (Name, job title, address, email address, phone number(s), etc.)
- Payment information for transactions (such as billing address and payment methods)
- Information related to credit and financing services (all relevant information required to process your application including but not limited to banking information and social security number etc...
- Identification or verification information such as driver's license, date of birth and federal tax identification number
- Transaction history such as purchase information, order history, and product interests
- Communications Information such as email messages, voice recordings, call recordings, call transcripts and information that you share when you call our customer service line and SMS records and message content. Survey responses and comments submit to us.
- Browsing history and information gathered from devices using various technologies such as Internet tags and data gathered when using our sites including when you visited the site, geo location identifiers such IP address and zip code and cookies stored on your computer that allow us to adjust the Site to meet your personal browsing preferences. Please note: if you refuse cookies, you may not have access to all areas of features of the Site.
- The platforms are not intended for use by children under the age of 18. We do not knowingly collect or solicit any personal information from children under the age of 18. We do not knowingly allow any person under 18 years of age to register for an online account (if applicable). Should we learn that someone under the age of 18 has provided any personal information to or on the Platforms, we will remove that information as soon as possible.

- The information included in this section applies to residents of California and contains disclosures required by the California Consumer Privacy Act ("CCPA"). If you have questions about this Privacy Policy, including anything in this section, please contact us at 858-278-8351. Some of the categories of personal information listed in this policy are considered sensitive personal information under the CCPA. We do not use or disclose sensitive personal information, as defined by the CCPA, for purposes other than those specified in the CCPA. We share personal information for cross-context behavioral advertising purposes but do not otherwise engage in "sales" of personal information as defined by the CCPA. We do not knowingly collect the personal information of minors under age 18 and do not sell such information.
- We may also collect other personal information outside of these categories through instances where you interact with us in person, online, or by phone or mail in the context of: Receiving help through our customer support. Participation in customer surveys or contests and facilitation in the delivery of our Services and to respond to your inquiries.
- In the preceding 12 months, Zagami dba Clairemont Equipment has collected and disclosed the following categories of personal information:
 - Personal and Online Identifiers (such as name, telephone number, email address, education, employment, employment history, financial information or other unique online identifiers).
 - Protected classification characteristics under state or federal law (such as gender, age, date of birth, race and ethnicity, national origin, marital status, and other demographic data)
 - Commercial Information (such as transaction information, purchase history, financial details, and payment information)
 - Biometric Information (fingerprints and voiceprints)
 - Internet or other similar network activity (Browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems, and advertisements).
 - Geolocation data (Device location)
 - Audio, electronic, sensory, or similar information (such as images and audio, video or call recordings created in connection with our business activities)
 - Professional or employment-related information (such as business contact details in order to provide you our services at a business level or job title, work history, and professional qualifications if you apply for a job with us)
 - Education Information
 - Inferences drawn from collected personal information about your predicted characteristics and preferences.
 - Other information about you that is linked to the personal information above (such as information you associate with you Clairemont Equipment account).

2. How We Use Your Information

Gathering personal information about our customers allows us to accomplish our business purposes by providing various services including but not limited to renting or selling you equipment or parts, extending you credit, marketing our products and services to you.

- To process transactions and manage customer accounts
- To provide and manage credit and financing services
- To improve our website and services
- For marketing and analytics purposes

3. How we Share Your Information

We may share your information in specific situations described in this section and/or with the third-party companies who we do business with.

- We may release Personal Information about you if we believe such a release is necessary to comply with the law or in response to a subpoena or other legal process or as needed to protect our rights.
- We may share your Personal Information with Related Companies related to us for business purposes.
- We do not sell SMS consent to third-party companies for marketing purposes.
- We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
- We keep your information for as long as necessary to fulfill the purposes outlined in this Privacy Policy unless otherwise required by law. When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, in cases where that is not possible, we will securely store your personal information and isolate it from any further processing until deletion is possible.

4. **Cookies and Tracking Technologies**

- We use cookies and similar tracking technologies to enhance user experience and analyze website traffic.
- Users can manage cookie preferences through their browser settings.
- We may share your information with Google Analytics to track and analyze the use of the Services. To opt out of being tracked by Google Analytics across the Services, visit <https://tools.google.com/dlpage/gaoptout>. Or visit [Google Privacy & Terms page](#)

5. **Third Party**

- **Tracking Disclosure:** We share data with third-party service providers who serve or send advertisements to you on our behalf. Our advertising providers may place or recognize cookies on your computer, other device, or directly in our emails and communications, and we may share Personal Information with them if you have submitted information to us. These service providers may link the information we share with them to the cookie stored on your browser or device and collect information. Web browsers generally accept cookies automatically, but you can change the settings to block them. To learn more about your choices regarding this type of data collection or to opt-out of interest-based advertising, please visit <https://www.aboutads.info/choices>.
- We may also provide links on the Platforms to third-party websites we think may be of interest to you, including plug-ins that link to social media sites such as Facebook, Twitter, YouTube, LinkedIn and Instagram. These websites are independent from Clairemont Equipment and have their own privacy policies. Clairemont Equipment is not responsible for the privacy practices or content of such third-party websites. We recommend that you review third-party privacy policies before visiting their websites.

6. **User Rights**

- **Right to Know:** Users can request information about the personal data we collect and how it is used.
- **Right to Delete:** Users can request the deletion of their personal data.
- **Right to Opt-Out:** Users can opt out of third-party tracking and data sharing for marketing purposes.
- **Right to Correct:** Users can request corrections to inaccurate personal data.
- **Right to Limit Use of Sensitive Info:** Users can limit the use of sensitive personal data.
- To exercise these rights, you can contact us at 858-278-8351 or by referring to the contact details at the bottom of this document.
 - Under certain US state data protection laws, you can designate an authorized agent to make a

request on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with applicable laws.

- If you request verification, we will need to verify your identity to determine you are the same person about whom we have the information in our system. We will only use personal information provided in your request to verify your identity or authority to make the request. However, if we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity and for security or fraud-prevention purposes.
- If you submit the request through an authorized agent, we may need to collect additional information to verify your identity before processing your request and the agent will need to provide a written and signed permission from you to submit such request on your behalf.
- **Appeals:** Under certain US state data protection laws, if we decline to take action regarding your request, you may appeal our decision in writing sent to Clairemont Equipment 7651 Ronson Road San Diego, CA 92111. We will inform you in writing of any action taken or not taken in response to the appeal, including a written explanation of the reasons for the decisions. If your appeal is denied, you may submit a complaint to your state attorney general.
- **California "Shine The Light" Law:** California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents may request and obtain once a year at no cost information about categories of personal information (**if any**) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year once a year and free of charge,. If applicable and If you are a California resident and would like to make such a request, please submit your request in writing to us at Clairemont Equipment 7651 Ronson Road San Diego, CA 92111 Attn: Administrative Office

7. **Non-Discrimination**

- We do not discriminate against users for exercising their privacy rights.

8. **Contact Information**

- For any questions or requests regarding this Privacy Policy, please contact us at
Clairemont Equipment
7651 Ronson Road
San Diego, CA 92111
858-278-8351

9. **Updates to This Privacy Policy**

We may update this Privacy Policy from time to time. Any changes will be posted on this page. Based on the applicable laws of your country or state of residence in the US, you may have the right to request access to the personal information we collect from you, details about how we have processed it, correct inaccuracies, or delete your personal information. You may also have the right to withdraw your consent to our processing of your personal information. These rights may be limited in some circumstances by applicable law. To request to review, update, or delete your personal information, please contact our corporate office at 858-278-8351.

Terms & Conditions for SMS Communication

Introduction

This Terms & Conditions policy ("Terms of Use") is a binding and legal contract between Zagami Inc dba Clairemont Equipment (referred to as "COMPANY") and you, individually, and on behalf of your employer (collectively, the "USER"). By accessing or using any of the COMPANY's websites, applications, platforms, including any mobile applications or any products or services provided by or through the sites (collectively, the "Sites"), you agree to be bound by these Terms of Use and be liable to the COMPANY for any noncompliance with these Terms of Use. If you do not agree to these Terms of Use, as these Terms of Use may be modified from time to time, you may not use the Sites or services.

1. Consent to Receive SMS Messages

By consenting to receive text messages from the COMPANY, you agree to receive text messages related to Equipment Rental, Sales, Service, or Parts needs. You may also receive information about employment opportunities as well as marketing messages regarding our products and services. Reply STOP to opt-out; Reply HELP for support; Message & data rates may apply; Messaging frequency may vary. Visit www.clairemontequipment.com/termsandconditions to see our privacy policy and terms and conditions.

2. Information Sharing

Information obtained as part of the SMS consent process will not be shared with third parties. The COMPANY respects your privacy and is committed to protecting your personal information.

3. Privacy Policy

The COMPANY is committed to protecting your privacy. Our privacy policy outlines how we collect, use, store, and protect your personal information obtained through SMS communication. By consenting to receive SMS messages from the COMPANY, you agree to the terms outlined in our privacy policy. For more information, please review our full privacy policy on our website.

4. User Responsibilities

Users should carefully read these Terms of Use before accessing and/or using any of the COMPANY's Sites. By accessing or using the Sites or services, the USER agrees to be bound by these Terms of Use and be liable to the COMPANY for any noncompliance with these Terms of Use.

5. Modifications to Terms of Use

The COMPANY reserves the right to modify these Terms of Use at any time. Any changes will be effective immediately upon posting on the Sites. Your continued use of the Sites or services after any changes to these Terms of Use will constitute your acceptance of such changes.

6. Termination

The COMPANY reserves the right to terminate your access to the Sites or services at any time, without notice, for any reason, including but not limited to, violation of these Terms of Use.

7. Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the state of California, without regard to its conflict of law principles.

Clairemont Equipment Social Media Terms & Conditions

TERMS OF USE

By posting experiences you have with Clairemont Equipment, using the #ClairemontEquipment hashtag, or by granting Zagami Inc. dba Clairemont Equipment permission to post or use my social content, I hereby agree to the following Terms of Use:

- 1. USE OF NAME, HANDLE, TEXT, PHOTO, AND LIKENESS.** I grant Zagami Inc. dba Clairemont Equipment, Inc., its affiliates, successors, and assigns (the "Permitted Parties") the right to use my username, name, image, likeness, descriptions, location, voice, handle, text, and photograph on social media platforms, including Twitter, Facebook, LinkedIn, and Instagram, using the #ClairemontEquipment hashtag (collectively, the "Content"). The Content may be used on the Clairemont Equipment website and other social media platforms for advertising or trade purposes. I waive any rights of approval, compensation, or claims arising from the use, alteration, editing, or reproduction of the Content and any moral rights I may have in the Content.
- 2. COMPLIANCE WITH TERMS FOR THIRD-PARTY PLATFORMS.** I acknowledge and agree that in order to post Content on the Websites, I will be in compliance with the terms and conditions of such Websites.
- 3. TAKEDOWN.** If I want my Content removed from the Websites, I will Contact Clairemont Equipment at 858-278-8351 and request in writing by mailing to Clairemont Equipment 7651 Ronson Road San Diego, CA 92111
- 4. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION.** I represent and warrant as follows: (a) I have the right to post and/or grant permission to the Permitted Parties to post the Content; (b) neither the Content nor the use of the Content by the Permitted Parties will infringe upon or violate the intellectual property rights or other rights, including without limitation, any right of publicity and/or copyright, of any other person or entity or any applicable laws; (c) the Content does not contain any content that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous or otherwise depicts inappropriate, unsafe, or destructive behavior; (d) the Content does not contain any advertising or other commercial content; and (e) the Content does not depict images of minors under age of 18 unless parental consent is provided and the image is appropriate and construction industry related. I hereby agree to indemnify and hold the Permitted Parties and their equipment suppliers harmless from and against any and all third-party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of my warranties, representations, or agreements hereunder.
- 5. NO OBLIGATION TO USE.** I understand and agree (a) that Permitted Parties shall have no obligation to use the Content (or any part thereof) in any way; and (b) that Permitted Parties may remove the Content (or any part thereof) from the Websites at any time for any reason in Permitted Parties' sole discretion. I further understand and agree that Permitted Parties will not use any Content or other materials it finds inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous, or that Permitted Parties believe may violate or infringe another's rights, including, without limitation, privacy, publicity, or intellectual property rights.
- 6. IMPORTANT. PLEASE READ GENERAL RELEASE AND LIMITATIONS ON LIABILITY.** I hereby agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Content or these Terms shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred,

including costs associated with submitting the Content, but in no event will attorneys' fees be awarded or recoverable; and (c) under no circumstances will I be permitted to obtain any award for, and I hereby knowingly and expressly waive all rights to seek, punitive, incidental, or consequential damages and/or any other damages (other than actual out-of-pocket expenses), and/or any and all rights to have damages multiplied or otherwise increased. I acknowledge and agree that neither the Permitted Parties nor any of their officers, directors, or employees are responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with the Content (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on my rights of publicity or privacy, or a claim that I have been defamed or portrayed in a false light). The Permitted Parties assume no responsibility for any damage to my computer system which is occasioned by accessing any Permitted Party's website, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

- 7. GOVERNING LAW.** I agree that any and all disputes that I may have with, or claims I may have relating to, arising out of or connected in any way with the Content (or any part thereof), these Terms shall be governed by the laws of the State of California applicable to contracts executed and to be performed entirely in the State of California.
- 8. REVISIONS TO TERMS.** I understand and agree that the Permitted Parties reserve the right to alter these Terms of Use without advance notice by posting a revised Terms of Use.