

# proSYNC™ Subscription Program

## Terms & Conditions

The proSYNC™ Subscription Program (“Subscription Program”) was designed to take the hassle out of owning emissions testing equipment that you use infrequently but would love to have access to their use as necessary. With our Subscription Program, you can rent a parSYNC® FLEX or a parSYNC® FLEX-PNC at reduced rates any time you need them! We’ll ship those products to you on a schedule that you choose and at discounts below our standard prices.

By registering for the Subscription Program, you will be subject to the following terms and conditions (“Terms”). These Terms are between you and 3DATX Corporation, including its subsidiaries, affiliates and related entities, and govern our respective rights and obligations with respect to the Subscription Program. By registering for the Subscription Program and using its associated benefits, you also agree to be bound by 3DATX Corporation’s [Policy & Agreement](#), [Privacy Policy](#) and other policies, conditions, limitations and disclaimers appearing on the 3DATX.com website (collectively, referred to as the “Site”) which are incorporated into these Terms.

### Registration

- To register for the Subscription Program, you must have a registered account with 3DATX with a current credit card linked to your account. If you do not already have a 3DATX account, you can register for an account and provide your credit card information [here](#).
- The credit card that you provide at the time of registration will be automatically charged for any recurring subscription payments. You may change the credit card linked to your subscriptions at any time by visiting the [3DATX Subscriptions](#) section of the 3DATX website.
- After you have successfully completed the registration process and your first payment is confirmed, your subscription will begin.
- You may only maintain one subscription per company division, but you may maintain multiple subscriptions as long as each subscription is associated with different divisions within the company.
- You may not share any subscription with other people, and by registering for a subscription, you agree that all Subscription Program benefits will only be used by you, as the individual in whose name the linked 3DATX account is held.
- We may refuse to register you for the Subscription Program if required by law, or if you are in breach of these Terms.

### Payment and Recurring Orders

Each Subscription Program currently offers one option (other levels coming soon!):

- **Silver Subscription**
  - With a Silver Subscription, the rental of emissions testing products are available to fit into your schedule and is guaranteed to be ready to go the minute it is unboxed.
  - When you place your first rental order of either a parSYNC® FLEX or a parSYNC® FLEX-PNC, we will invoice you in an amount equal to the regular price of the rental less 50% or 75% based on Peak or Low Season plus Shipping. Payment must be made in FULL before equipment will be shipped.
- **Commitment**
  - The current subscription contract is for 36 months: payments will recur on a monthly basis and will be automatically charged to your credit card.

- With a 36-month Commitment, the rental price of emissions testing products is guaranteed at the discounted cost.
- YOU UNDERSTAND THAT WITH A MONTH-TO-MONTH SUBSCRIPTION, WE WILL AUTOMATICALLY CHARGE YOUR CREDIT CARD ACCOUNT ON A RECURRING BASIS EVERY MONTH FOR THE AMOUNT OF YOUR SUBSCRIPTION, AND FOR THE TERM OF YOUR COMMITMENT. YOU SPECIFICALLY AUTHORIZE 3DATX CORPORATION TO CHARGE YOUR CREDIT CARD ACCOUNT FOR THE TOTAL AMOUNT OF YOUR RECURRING SUBSCRIPTION, UNLESS YOU NOTIFY US PRIOR TO THE CHARGE TO YOUR CREDIT CARD THAT YOU WISH TO CANCEL YOUR SUBSCRIPTION.
- Subscription Program purchases must be charged to a credit card. Rental fees may be paid by direct bank transfer or check. However, equipment will not be released for shipment until payment has been received in full.
- If a charge to your credit card account fails at the time of an automatic charge for a subscription purchase, we allow up to five (5) days for you to correct the credit card information on file in your 3DATX account before we will apply penalties and send an invoice to the email of record for immediate payment.

## Cancellation & Termination

- You may cancel your subscription(s), subject to applicable penalties, if any, by emailing or visiting [My Account](#) page on 3DATX.com, and choose “Cancel.”
  - **Month-to-Month Subscription Cancellation** – A commitment of 36-months is required in order to receive the drastically discounted rental rates of the parSYNC® FLEX or parSYNC® FLEX-PNC. If you decide to cancel during the term of the commitment, an early cancellation fee will be charged to your credit card. The early cancellation fee is fifty percent (50%) of the total commitment amount of your subscription, less the total of monthly commitment amounts already charged to your credit card for the subscription. If you wish to “re-activate” the subscription, you must re-register for the subscription in the same manner you registered for the original subscription. However, 3DATX reserves the right to refuse to permit you to re-activate previously-canceled subscriptions.
- These Terms are effective until terminated by 3DATX, and 3DATX may terminate the Subscription Program in its entirety, or these Terms and your subscriptions at any time and without notice.
- If 3DATX, in its sole discretion, determines that you have misused the Subscription Program, engaged in wrongdoing or fraud, misrepresented your eligibility for a subscription, or are otherwise in breach of these Terms, 3DATX may terminate your subscription immediately, subject to applicable penalties, if any.
- In the event of termination, all restrictions imposed on you by these Terms and/or disclaimers and limitations of liability set out in these Terms will survive.

## Shipping (Regular Subscriptions only)

- Delivery time is measured in business days, and all rentals are subject to at least 1 business day processing time prior to shipping.
- 3DATX does not process orders on weekends or holidays.
- 3DATX selects the most effective carrier for the shipment and delivery of your order such as UPS or DHL.
- The speed of your delivery is dependent on many factors including the location of the delivery, the size or special features of the product being shipped, and carrier issues beyond our control.
- 3DATX does not guarantee that your order will be shipped on time, or that it will be delivered by the expected delivery date.

## Returns

- All rental orders must be returned at the customer expense at the end of the rental period. If returns are not made on time, additional daily rates will be assessed at full prices.
- If equipment is returned damaged, full assessment will be made by 3DATX and you may be responsible for repairs if deemed beyond normal wear and use.

## Other Limitations and Conditions

- The Subscription Program is only available to 3DATX customers located within the United States, Canada, South America, United Kingdom and Europe.
- We may update, vary, amend or cancel some or all of these Terms at any time, and each time you visit our website you will be legally bound by our updated or amended Terms.
- You may not use your subscriptions in any manner, or for any purpose which is unlawful, or in any manner which violates any right of 3DATX or which is prohibited by these Terms.
- You may not transfer or assign your subscriptions to any other person or entity, and any such assignment will be null and void, and will terminate these Terms and your subscription(s).
- We may contact you regarding your subscriptions, including issues relating to orders placed by you, charges to your credit card account, and termination and/or re-activation of subscriptions. As a condition of your use of the Subscription Program, you are required to keep the email address on file in your account current so that we may contact you as needed. You may update your email address, other personal details and your credit card account information at any time by visiting your account page.
- 3DATX is not responsible for the lapse and termination of your subscriptions and associated Subscription Program benefits due to your failure to keep your email address, other personal details and your credit card account information current.
- The laws and regulations of the state and/or municipality in which you reside may confer you with rights relating to your subscriptions and the Subscription Program which cannot be excluded, restricted or modified by these Terms ("Statutory Rights"). If these Statutory Rights apply to you, some of these Terms may be excluded.
- If any provision contained in these Terms is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions in these Terms, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable.
- Our failure to enforce your compliance with any provision of these Terms shall not affect in any way our right to require such compliance at any time thereafter. Any waiver by 3DATX of your breach of any provision in these Terms shall not be taken or held to be a continuing waiver of that provision unless such waiver is made in writing.

## Limitation of Liability

IN NO EVENT SHALL 3DATX BE LIABLE TO YOU OR TO ANY THIRD-PARTY CLAIMING THROUGH OR UNDER YOU, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST PROFITS ARISING FROM OR RELATING TO THE SUBSCRIPTION PROGRAM AND THESE TERMS. IN ALL CIRCUMSTANCES, 3DATX'S MAXIMUM LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT YOU HAVE PAID FOR THE RENTAL OF A PRODUCT VIA THE SUBSCRIPTION PROGRAM. 3DATX SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE SUBSCRIPTION PROGRAM WHICH EXCEEDS THIS LIABILITY LIMIT. 3DATX SHALL NOT BE LIABLE FOR THIRD-PARTY CLAIMS FOR DAMAGES FOR DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, OR EXEMPLARY DAMAGES, WHETHER OR NOT 3DATX HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.