

# **DC-Air® + Protection Plan by FTG**

## **Automatic Credit Card Billing Authorization Form**

To enroll your sensor(s) in a Protection Plan, complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, your card will be billed monthly per sensor for the amount indicated. Plan is subject to a one-year minimum commitment.

*Continue reading for full Protection Plan details.*

I have read, understand, and accept the Protection Plan details and terms as outlined in all the included pages. Initials \_\_\_\_\_

Practice Name: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

### **Payment Information**

I authorize Freedom Technologies Group LLC (FTG Imaging) to automatically bill the card listed below as specified:

Amount: \$89 monthly per sensor  
Frequency: 1<sup>st</sup> of every month  
End of billing: Continue reading full Protection Plan details.

### **Credit Card Information**

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Code: \_\_\_\_\_

Cardholder's name: \_\_\_\_\_ Billing Zip: \_\_\_\_\_  
(as shown on credit card) (from credit card billing address)

Customer's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer Name: \_\_\_\_\_ Dealer Invoice # \_\_\_\_\_ Date: \_\_\_\_\_

DC-Air Sensor Serial #s Covered by DC-Air Protection Plan:

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_  
# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_  
# \_\_\_\_\_ # \_\_\_\_\_

Local Dealer Information (customer to leave blank)

Dealer Rep: \_\_\_\_\_

Mid America Rep: \_\_\_\_\_

Total Nuber of  
DC-Air Sensors to  
be Protected: \_\_\_\_\_

## Freedom Technologies Group L.L.C.

All Rights Reserved.

This Service Level Agreement (the “Agreement”) comprises the general terms and conditions of your (“Customer” or “You”) service “Plan(s)” for your Freedom Technologies Group L.L.C (FTG). (collectively “COMPANY”) products. COMPANY brands include DC-Air™ Wireless Sensor, DC-Air™ Docking Stations and Zero Profile™ Holder System.

By agreeing to these terms and conditions and submitting payment for a Plan(s) through the COMPANY online store or by signing and submitting Your enrollment application and payment for a Plan(s), you agree to be bound by and are entitled to these terms and conditions for the duration of the Agreement. Upon successful processing of Your payment, you will be enrolled in the Plan(s) for the initial Terms and any subsequent renewal Terms. Each Plan provides certain support and cost replacement benefits in connection with your COMPANY products (individually and collectively, “Hardware”). The Hardware is collectively referred to as your “COMPANY System.” Coverage is limited to Customer owned and registered, serialized Hardware located at the Customer address.

### 1. Enrollment in a Plan.

COMPANY provides (1) options for enrollment in FTG Protection Plan outlined below.

a. To enroll in the Plan(s), you must register with a representative of FTG L.L.C.

Once registered, you may purchase Plan(s) for your Company Hardware by selecting your choice of Plan(s) and payment option, agreeing to these terms and conditions, and providing payment for the options you have selected, plus any applicable taxes or fees. If the credit card information submitted is incorrect or invalid your order will not be able to be processed, and you will be notified to update your payment information. Your enrollment COMPANY reserves the right to contact you about your Plan(s) and may record those calls for quality assurance. Personal information is collected during enrollment to allow COMPANY to process Plan(s) payments and to enable delivery of Plan(s) offerings. Your personal information is stored/protected in accordance with COMPANY’S Privacy Policy.

### 2. Eligibility.

You are eligible for enrollment in a Plan(s) only if you have maintained a Plan(s) for your COMPANY System(s) since the date of purchase of that COMPANY System either directly from COMPANY. Applications for enrollment into Plan(s) for COMPANY System(s) with lapsed coverage will be accepted only at COMPANY’S sole discretion or invitation and may be at an additional cost and require an inspection. Any gap in service coverage for a COMPANY System may void future attempts to purchase service coverage under any COMPANY Plan(s). COMPANY reserves the right to cease providing the Plan(s) in whole or in part at the sole discretion of the COMPANY. COMPANY reserves the right to modify the Plan(s) upon written notice to you.

### 3. Payment Options.

Each Plan has an initial term of 12 months and may be renewed for terms of 12 months each (the initial Term and each renewal term each a “Term”) in accordance with the provisions regarding possible renewal set forth below.

There are two (2) payment options:

- 1) pre-pay annually with automatic annual renewal;
- 2) pay monthly, with automatic annual renewal.

The automatic renewal options provide a convenient way to pay for enrollment in the Plan(s) so that coverage continues, without lapse, until either COMPANY or the Customer provides notice of Plan(s) discontinuation as set forth in Section 4.a. The default payment option is pre-pay annually with automatic annual renewal if no other selection is provided.

a. The pre-pay annually automatic renewal option requires a credit card payment and a valid e-mail address. At the end of each Plan(s) Term, your Plan(s) will automatically be renewed for an additional 12-month Term and your credit card will be charged for the additional Term of coverage.

b. The pay monthly, automatic renewal option requires a valid e-mail address and a credit card. Monthly payment Plans consist of 12 reoccurring, equal monthly payments over the duration of the 12- month Term.

Monthly payments cannot be split among multiple credit cards. At the end of the Plan Term, your Plan will be automatically renewed for an additional 12-month Term and your credit card will continue to be charged automatically each month. It is the responsibility of the Customer to notify COMPANY of any change in e-mail address, telephone number or other contact info to ensure delivery of renewal forms and/or invoices. Renewal of your Plan(s) will be subject to then-current rates and then-current terms and conditions. After the initial Term of your Plan(s), COMPANY may increase rates for any reason at any time. COMPANY shall provide notice of rate increases a minimum period of thirty (30) days prior before going into effect. Rate increases shall be effective as of the first scheduled payment after the notice period. Listed prices do not include any applicable sales tax which will be applied at time of invoice based on location of Customer. All payments to COMPANY are non-refundable once the Plan(s) term has begun. All late payments shall be subject to an interest charge of 1.5% per month, or the maximum amount allowed by law, if less.

#### **4. Discontinuing an Automatically Renewing Plan or Canceling a Plan**

a. Customers can discontinue the renewal Plan by providing written or email notice to [info@ftgimaging.com](mailto:info@ftgimaging.com) or, mail to 4321 Goshen Rd. Fort Wayne, IN 46818. Requests to discontinue an automatically renewing plan must be received at least thirty (30) days prior to the end of the then-current Term. The applicable Plan will be discontinued upon the end of the then-current Term.

#### **5. How Hardware Replacement/Repair Works.**

Immediately upon discovering that your Hardware is not working properly, you must contact COMPANY Technical Support at 1-855-664-1953 to attempt diagnosis and troubleshooting. You must provide the serial number of your Hardware to receive assistance. If the Technical Support Specialist determines that your COMPANY Hardware isn't working for reasons covered by your Plan(s), the replacement/repair process will be executed in accordance with your respective Plan. For additional information, please review the individual terms and conditions of your respective Plan.

#### **6. Additional Limitations, Warranties, and Disclaimers.**

Only COMPANY Hardware are covered under the Plans. COMPANY makes no warranty and shall have no liability with respect to the support, service or performance of any computers, peripherals (including printers and sensor controller readers), third party software, third party hardware, and all other third-party items, whether supplied by COMPANY or a third party, that are integrated into your Company System. Additionally, COMPANY Plan(s) does not warrant or cover:

a. External damage, including, but not limited to: (i) damage caused by vandalism, theft, rust, corrosion, contact by animals or insect infestation, spilled liquids or immersion in liquids; (ii) damage caused by a disaster such as fire, flood, wind, earthquake, or lightning; (iii) damage caused by unauthorized attachments, alterations, modifications or foreign objects; (iv) damage caused by failure to provide a suitable environment; (v) damage caused alterations, modifications or foreign objects; (iv) damage caused by failure to provide a suitable environment; (v) damage caused by the use of the hardware system for purposes other than those for which it was designed; (vi) damage from improper maintenance or from maintenance provided by anyone other than an approved COMPANY service provider; (vii) damage from improper electrical connection or supply or any electrical surge or fluctuation; (viii) damage caused by any individual servicing of the equipment other than an approved COMPANY service provider; (ix) damage caused by operating staff; (x) damage caused by moving the equipment from its original installed location, outside of intended use, by anyone other than an approved Company service provider; (xi) damage caused by any other abuse, misuse, mishandling, or misapplication.

## **DISCLAIMER OF WARRANTY.**

NO REPRESENTATIVE, DISTRIBUTOR, EMPLOYEE OR DEALER OR SERVICE PROVIDER AGENT OF COMPANY HAS AUTHORITY TO VARY THE TERMS OF THIS PLAN ORALLY OR IN WRITING. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE ARE NO OTHER WARRANTIES PROVIDED BY COMPANY ON ANY COMPANY SYSTEM (INCLUDING WITHOUT LIMITATION ON ANY HARDWARE OR SOFTWARE), AND COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES WITH RESPECT TO MERCHANTABILITY, TITLE, NONINFRINGEMENT, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. COMPANY DOES NOT WARRANT THAT ANY PROBLEMS WITH YOUR COMPANY SYSTEM CAN BE SUCCESSFULLY RESOLVED.

## **LIMITATION OF LIABILITY.**

IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE LIABLE TO YOU FOR ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARE BASED IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, OR OTHERWISE. COMPANY'S ENTIRE LIABILITY TO YOU FOR ANY DAMAGES ARISING IN CONNECTION WITH THE COMPANY SYSTEM(S) OR THE PLAN(S) SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL AMOUNT PAID TO COMPANY BY YOU FOR THE PLAN(S) IN THE PRECEDING TWELVE (12) MONTH PERIOD. YOUR SOLE REMEDY, AND COMPANY'S SOLE LIABILITY, UNDER THE PLAN IS TO TERMINATE THE PLAN AND SEEK DIRECT DAMAGES IN AN AMOUNT NOT EXCEEDING THE FOREGOING LIMITATION. THE ABOVE STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE. ACKNOWLEDGMENT. YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT, AND THAT COMPANY WOULD NOT BE WILLING OR ABLE TO OFFER THE OTHER TERMS UNDER THIS AGREEMENT WITHOUT BEING ABLE TO RELY ON THE EXISTENCE AND ENFORCEABILITY OF THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH ABOVE.

## **7. Default.**

Under condition of Default, COMPANY may immediately terminate your Plan(s) and will have no further obligation to you pursuant to the Plan(s). You shall be in default of your Plan(s) upon:

- (a) failure to make a payment within 10 days after the due date
- (b) failure to perform or observe any other term or condition of this Agreement
- (c) any breach of any representation or warranty made by you
- (d) default by you under any note, security agreement, lease or installment sales agreement with dealer; or
- (e) your inability or unwillingness to pay your debts when due, your dissolution or insolvency or your bankruptcy
- (f) the termination of your existence by merger, consolidation or otherwise
- (g) any change in control (including by merger, sale of assets, sale of securities or other interests granting direct or indirect control) of you
- (h) any transfer or sale by you of any COMPANY System for which you have not received prior approval through the Transfer of Equipment Ownership process set forth by COMPANY.

**8. Miscellaneous.**

This Agreement (including the validity and applicability of the arbitration provisions of this Agreement, the conduct of any arbitration of a dispute, the enforcement of any arbitral award made hereunder and any other questions of arbitration law or procedure arising hereunder) is governed by the laws of the United States and the state of Indiana, without regard to any conflict-of-law provisions. The courts residing in Indiana, both state and federal, shall have exclusive jurisdiction to hear any claim arising out of this Agreement. Notwithstanding the exclusive jurisdiction set forth in the prior sentence, the parties expressly agree that COMPANY may, at its sole discretion, request in writing that any dispute, claim, or controversy in connection with this Agreement, including any questions regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination, shall be resolved by a final, binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association.

If COMPANY elects to exercise its right to resolve such dispute, claim, or controversy by binding arbitration, the following parameters shall apply to the arbitration:

- (i) the arbitration shall be decided by one (1) arbitrator appointed in accordance with such rules;
- (ii) the place of the arbitration shall be Indiana;
- (iii) the language of the arbitration shall be English; and
- (iv) at any time, a party may seek or obtain preliminary, interim, or conservatory measures from the arbitrator or from a court of competent jurisdiction.

If any provision of this Agreement is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator will modify the provision to the minimum extent necessary to make it enforceable. In the event such a modification is impossible or impracticable then the provision will be severed and the remaining terms will be enforced to the maximum extent possible. You agree not to disclose the terms of this Agreement, including the pricing arrangements, services, technologies, or any other proprietary information relating to COMPANY or its affiliates to any third party, except that you may disclose the terms (i) as required by law and (ii) to federal and state health care payers and other health care regulators. You agree and authorize COMPANY to communicate with you by any electronic means (including cellular phone, email, facsimile automatic dialing and recorded messages) or any other form of communication concerning you Plan(s). Neither party shall be liable to the other for any loss or damage suffered by the other (other than breach of a payment obligation) if such loss or damage is attributable to an event of force majeure which shall mean circumstances beyond the reasonable control of the party seeking to rely on this provisions including war, riot, civil commotion, strikes, lock-out, acts of God, restrictions imposed by government or other competent authority which shall prevent or materially affect that party's ability to perform its obligations. Furthermore, notwithstanding anything herein to the contrary, COMPANY shall not be liable to You for any failure or delay in performing any obligation under this Agreement or any Plan which arises out of part shortages or shipping delays. These terms contain the entire agreement of each of us with regard to Your enrollment and coverage under your Plan(s) and supersede all other all other previous terms and documents related thereto.

\$89 per Month or \$1068 Annually with an \$850 Deductible (\$850 for first replacement in a year, \$2,999 for 2nd and 3rd replacements in that same year).

**I have read, understand, and accept the Protection Plan details and terms as outlined in all the included pages.**

**Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_