

These Terms and Conditions (“Agreement”) control the relationship between yourself, your company, or contractual entity (“Customer”) and Snap-on Diagnostics, a division of IDSC Holdings LLC with its main office at 2801 80th St., Kenosha, WI 53143 (“Snap-on”). The Customer and Snap-on shall be collectively referred to as the “Parties”.

CHARGELEE INC. provides subscription management & recurring billing capabilities according to the conditions that can be accessed [here](#) (the “Chargebee Terms”) and [here](#) (the “Chargebee Privacy Policy”). At all times under this Agreement, Customer agrees to abide by both the Chargebee Terms and the Chargebee Privacy Policy if and as applicable, and the terms of this Agreement.

Fiat Group Automobiles S.p.A. (“FIAT”) provides “Technical Information” (as defined in the Fiat Terms) for Fiat, Lancia, Alfa Romeo, Fiat Professional, Abarth, Special Series vehicles and the services Website www.technicalinformation.fiat.com (“Website”), and use of the Technical Information and Services therein (“Services”) according to the conditions that can be accessed [here](#) (the “Fiat Terms”). At all times under this Agreement, Customer agrees to abide by both the Fiat Terms if and as applicable, and the terms of this Agreement.

By way of this Agreement, for an annual fee (“Fee”), Snap-on will setup and manage, on behalf of Customer, manufacturer credentials for access to the Technical Information (the “Subscription”). If selected, the Subscription will automatically renew on an annual basis unless Customer cancels the Subscription prior to the next applicable renewal period. Once paid, the Fee is non-refundable and non-transferable. The Fee is subject to change in subsequent renewal years at Snap-on’s sole discretion.

A compatible diagnostic platform and up-to-date software is required to use (and to continue to use) the Subscription.

Snap-on reserves the right to suspend the Subscription permanently without notice if the Customer is in violation of this Agreement, the Chargebee Terms, the Chargebee Privacy Policy, the Fiat Terms, or any other agreement with Snap-on or its affiliates.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SNAP-ON NOR ITS AFFILIATED COMPANIES, DISTRIBUTORS OR DEALERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR PERSONAL OR CONFIDENTIAL INFORMATION, OR ANY OTHER PECUNIARY LOSS, DAMAGES FOR LOSS OF PRIVACY, OR FOR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR TO EXERCISE COMMERCIALY REASONABLE CARE OR FOR NEGLIGENCE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE SUCH SOFTWARE, EVEN IF SNAP-ON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SNAP-ON’S OR ITS AFFILIATED COMPANIES’ TOTAL LIABILITY FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE EXCEED THE AMOUNT OF THE AMOUNT OF FEES CUSTOMER PAID TO SNAP-ON UNDER THIS AGREEMENT OVER THE PREVIOUS 12 MONTHS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Snap-on, as manager of the Subscription only, does not make any representations regarding the accuracy or completeness of the Fiat Technical Information.

Snap-on shall not be responsible for direct or indirect damage caused to the Customer or to third parties following use or handling of the Technical Information and Services contained in the Website. The Customer shall indemnify, defend, hold harmless, compensate and exempt Snap-on from any action, payment or damage compensation request arising out of or relating to actions or omissions of the Customer or arising out of or relating to the use of the Technical Information, Website or the Services.

As a repair and servicing expert of vehicles, the Customer is responsible for verifying the appropriateness and accuracy of the Technical Information and/or the information from the Website and the manner in which such information is used. Snap-on does not guarantee that the Technical Information or information from the Website is accurate, complete or up-to-date, nor that the Technical Information, information or Website or any function or material that they contain is free of defects or errors.

Snap-on cannot under any circumstances be held responsible for the repair and maintenance operations that the Customer or third parties carry out on vehicles using the Technical Information and/or the services offered by the Website, because the executors alone are fully responsible.

This Agreement will be governed by the laws of the State of Wisconsin (excluding its choice of laws principles). YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE FEDERAL COURTS SITTING IN MILWAUKEE COUNTY, WISCONSIN, UNLESS NO FEDERAL JURISDICTION EXISTS, IN WHICH CASE YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN ANY STATE COURT LOCATED IN MILWAUKEE COUNTY, WISCONSIN. YOU WAIVE ALL DEFENSES OF LACK OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS. THE PARTIES HEREBY EXPRESSLY AGREE THAT THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

Snap-on reserves the right to amend these Subscription terms at any time. It is the Customer's responsibility to be aware of the amendments and updates and the Customer shall therefore consult these terms regularly to determine the conditions to be applied.

The Customer may not transfer any rights or obligations entered into under the terms of this Agreement without prior written authorization from Snap-on.

The fact that one party does not apply or delays applying a right, a power or a prerogative recognized in these contractual conditions cannot be interpreted as a waiver of this right, power or prerogative. Waiver of a right is effective only if it is established by a written document signed by the affected party.

If any term or provision of this Agreement is invalid, inapplicable, illegal, or unenforceable in any jurisdiction, such invalidity, inapplicability, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

If there is a conflict between translations of this Agreement, the English version takes precedence.