

# ECM Titanium – Terms of use

## 1. Preamble

The use of Software and hardware Product provided by Alientech srl is based, in addition to the Software License, also on the Terms of Use ("Terms of Use") stated below. Consent to these Terms of Use is required to install the Software and use the Product. It is therefore necessary to carefully read the applicable terms and accept them before using the Software.

**BY USING THE ECM TITANIUM SOFTWARE (HEREINAFTER "SOFTWARE"), YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE WITH ANY OF THE TERMS AND CONDITIONS IN THIS DOCUMENT, DO NOT USE THE SOFTWARE.**

## 2. What is subject to these Terms of Use

Alientech srl provides a computer software (ECM Titanium) pre-installed on a USB dongle (hereinafter "Product") intended only for the tuning of vehicles for competition purposes or for uses in racing circuits and off-roads.

## 3. User Responsibilities

You declare to be informed that the purchased Product, as well as the Drivers supplied through the Software and any accessory plug-ins, are suitable for professional use only.

By accepting what stated in this agreement, you declare, under your own full responsibility, that any operation made with the Software provided by Alientech srl is carried out for competitions purposes or for uses in racing circuits not open to the public.

**THE SOFTWARE ALLOWS ACCESS TO THE MANAGEMENT PARAMETERS OF ENGINE AND/OR AUTOMATIC TRANSMISSION MANAGEMENT PARAMETERS: WRITING A FILE WITH PARAMETERS MODIFIED MAY MAKE THE VEHICLE NOT IN LINE WITH THE REQUIREMENTS AND STANDARDS OF THE COUNTRY WHERE THE VEHICLE IS USED ABOUT POWER, SPEED, AND EMISSIONS. IT MAY ALSO LEAD TO A DIFFERENT OR GREATER WEAR AND TEAR OF MECHANICAL, ELECTRICAL, AND ELECTRONIC COMPONENTS OF THE VEHICLE AND COULD VOID THE WARRANTY PROVIDED BY THE MANUFACTURER/SELLER OF THE VEHICLE.**

Alientech srl, its subsidiaries and affiliates make no warranties of any kind about any extra wear or deterioration of the engine or other electrical, electronic, or mechanical parts of the vehicle or as to the compliance with standards and regulations required by the Country where the vehicle is used.

The Software shall be used only after a thorough reading of the User's Guide available on the website [www.alientech-tools.com](http://www.alientech-tools.com) or in the special area of the Alientech Dashboard and only in compliance with guidelines and suggestions.

**THE SOFTWARE MAY ENABLE MODIFYING THE OPERATION OF THE VEHICLE; THEREFORE, THE VEHICLE MAY HAVE DIFFERENT REACTIONS WHEN COMPARED TO STANDARD CONDITIONS**

**SPECIFIED BY THE MANUFACTURER. THE GREATEST ATTENTION MUST BE PAID WHEN DRIVING A VEHICLE WHICH HAS ITS ENGINE PARAMETERS MODIFIED.**

Under no circumstances should the Software be used to break or circumvent the regulations of the Country of use of the vehicle. Failure to comply with this provision would result in the immediate termination of this agreement.

#### **4. Limitations of liability**

Alientech srl specifically disclaims all liability for any consequence resulting from your use of the Software or the Web Services provided by Alientech srl. You may use the Software and access the Web Services at your own risk and discretion, and you are solely responsible for any damage to your computer system, or third parties, or loss of data arising from the use of the Software and / or access to any Web Services.

Under any and all circumstances Alientech srl shall not be liable for damages to the vehicle of the User, or third parties, whether due to Software malfunction, hardware incompatibility or any other anomaly that may occur, incorrect use of the Drivers, failure to comply with the instructions in the User's Guides or other technical documentation provided by Alientech srl and/or your errors in editing the maps.

In particular, Alientech srl cannot be held liable for damage to the vehicle resulting from the content of the file you edited.

Some ECUs may not fully correspond to the model researched by Alientech srl to develop the Drivers. Under no circumstances Alientech srl can be responsible to you or any third party for any damage, injury, loss or claim or cost of any kind and for whatever reason, arising from such lack of correspondence.

Furthermore, you declare to be informed and agree that software or hardware variations of the ECU may compromise the proper working of the vehicle, clearing Alientech srl from all liability, of any kind and nature, in relation to any damage, injury, loss or claim or cost of any kind and species, caused to you or any third party.

To the extent not prohibited by law, in no event shall Alientech srl be liable to you or any third party for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, third party claims, or breach of due diligence obligations arising out of or related to your use or misuse of the Software or the Product, however caused, and even if Alientech srl, its subsidiaries and affiliates or a representative of Alientech srl has been advised of the possibility of such damages, loss, claim or cost.

#### **5. Contents and property rights**

No authorization for the analysis or modification of the Software, or the analysis or modification of the Product or its circuit configurations, is provided. Disassembling the Product will void the warranty and may be dangerous.

Alientech srl owns and administers some or all the rights to the images and other copyrighted content in the Software, on the Product and in the User's Guide. Use of the images and other copyrighted content (including copying, reproducing, modifying, uploading on a network, displaying, transmitting, distributing, licensing, selling and publishing) is prohibited without Alientech srl prior written authorization.

You are expressly forbidden to translate the Software and User's Guides except with Alientech srl prior written authorization.

**You are also forbidden to use or offer the Software through mirrors or host services or allow third parties to access the Software remotely.**

## **6. Product registration and activation**

The Software requires to register the Product in the Alientech Dashboard, associating it with your ALIEN\_id. Any fraudulent use may cause the immediate inoperability of the Software.

On sale of the Product to third parties, you agree to contact Alientech srl before delivering the tool, so that access to your personal information is inhibited, preventing any misuse, and the new owner can register the Product in their name.

Your transfer to third parties of the Product does not transfer to the new licensee any right to use the related services for the legitimate use of the Software, such as access to the reserved area of the Alientech Dashboard and the Technical Support Service provided by Alientech srl. If the new licensee wishes to benefit from these services, he will have to directly contact Alientech srl and bear the related costs for the services offered.

## **7. ALIEN\_id account**

Creation of an ALIEN\_id account requires the use of a complex and personal unique password associated with your e-mail address (which, together, constitute the "Access Credentials").

You agree to take all appropriate security measures to maintain and carefully guard the Access Credentials of your ALIEN\_id for the use of the Web Services related to the Product, provided through the Alientech Dashboard and/or other servers and platforms managed by Alientech srl. You also agree not to share, disclose, distribute, communicate, transfer, or otherwise lease your Access Credentials to third parties, even temporarily, nor to lend or otherwise transfer the use or access to the Web Services offered by Alientech srl to third parties through your Access Credentials or in any case through your ALIEN\_id.

You hereby declare to be aware that the violation of the commitments set forth herein provided would cause irreparable commercial injuries to Alientech srl and therefore cannot plead your good faith in your defense.

You are entirely responsible for maintaining the confidentiality of the Access Credentials to your ALIEN\_id account and for any and all activity that occurs via your account.

You agree to notify Alientech srl immediately of any unauthorized use of your ALIEN\_id account or your Access Credentials, or any other breach of security concerning your account. You may be held liable for losses incurred by Alientech srl or any other user due to someone else using your ALIEN\_id account.

You may not use anyone else's ALIEN\_id account, at any time. Alientech srl cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

When registering an ALIEN\_id account, you will ensure to provide complete, accurate and truthful information, strictly necessary to the use of the Web Services. In particular, in order to ensure your account security, you agree to:

- 1) Not provide false data;
- 2) Not create fake or duplicate accounts;
- 3) Promptly update your personal data in case of changes.

Furthermore, you agree not to use your ALIEN\_id account in such a way as to cause, or may cause, interruptions, damage, or malfunctions to Alientech servers, their functioning and the services offered by Alientech srl on or through such servers, or for fraudulent purposes or otherwise to commit illegal activities.

Alientech srl reserves the right to prevent access to the Alientech Dashboard, its features and/or services offered on and through it, to suspend or close an ALIEN\_id account, to remove or modify the contents of the Alientech Dashboard at its sole discretion, in case of violation of the applicable legal provisions, these Terms of Use or the specific terms and conditions applicable.

Your data will be processed in accordance with Alientech srl privacy policy, available on the Legal page of the website [www.alientech-tools.com](http://www.alientech-tools.com).

## **8. Data storage**

The Product allows storing files and data. You should make periodic backup copies of the information contained in your Product's storage media to protect the contents and as a precaution against possible operational failures.

Alientech srl does not provide a cloud service or automatic data backup and/or recovery procedures and cannot be held liable for deletion or loss of files or data stored on your Product's storage media in the event of failures or malfunctions.

## **9. Drivers**

"Drivers" are encoded files created by Alientech srl necessary for indexing and interpreting maps. Drivers cannot be used for purposes other than those for which they are provided.

Alientech srl grants you a personal, non-exclusive, non-sublicensable and non-transferable license to use the Drivers to edit modified files. Drivers are provided "as is" and/or "as available". For more information, refer to the Software License available at [www.alientech-tools.com](http://www.alientech-tools.com).

## **10. Software versions**

The Software can be activated in standard, standard Promo or Credit version.

The standard version is subject to a subscription, according to the costs and payment methods specified in the applicable Alientech price list and entitles you to download Drivers.

The standard Promo version is subject to a promotional subscription - according to the costs and payment methods specified in the applicable Alientech price list - the possession of a KESSv2 or K-TAG tool in Master version and entitles you to download the Drivers.

In the event that a User in possession of a Promo version Software wishes to remove the association from their ALIEN\_id or no longer have a KESSv2 or K-TAG tool in Master version, they must pay the price difference between the standard version and the standard Promo version.

The Credit version is not subject to a subscription and entitles you to download the Driver using prepaid credits. These credits can be purchased according to the costs and payment methods specified in the applicable Alientech price list.

The renewal of the subscription is not essential for the functioning of the Software; however, in absence of a renewal, you will be able to download Drives only buying prepaid credits.

Driver downloads may be subject to a daily usage limit.

## **11. Updates**

When you run the Software, it will automatically search and propose the available updates, which may take the form of, but not limited to:

- Improvements or enhancements of the Software
- New settings or advanced features
- Changes to existing features
- Completely new versions of the Software or new Software modules
- Bug fixes
- Enhancements of security procedures

**It is therefore important to keep the Software updated to the latest version, so as to ensure the security of operations and make full use of its features.**

ALIENTECH SRL MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT AND/OR THE SOFTWARE AT ANY TIME.

## **12. Web Services**

The Software works only if the Product is connected to the computer but does not require an Internet connection. **However, without an active Internet connection you will not be able to download the Drivers.**

Alientech srl provides you with access to a variety of services on its web sites (the “Web Services”), including, but not limited to, technical documentation, download areas, file and drivers request services, and Technical Support Service.

The Internet connection costs for downloading Drivers and to use the Web Services are at your expenses.

**Malfunctions of the Internet connection may affect the proper functioning of the Software or the provision of the Web Services and may not be attributable to Alientech srl.**

The Web Services provided by Alientech srl are subject to additional terms and conditions. You can revise this additional terms and conditions relating to the various Web Services offered by Alientech srl on the Legal page of the website [www.alientech-tools.com](http://www.alientech-tools.com).

Access to or full use of the Web Services offered by Alientech srl may be subject to subscription or usage limits.

Web Services are available only in some languages.

## **13. Access rights to the Web Services**

In accessing the Web Services, you agree not to (or permit anyone else to) do or attempt any of the following:

- Access or attempt to access any of the Web Services by any means other than through the interface provided by Alientech srl;
- Access or attempt to access any of the Web Services through any automated means (including use of scripts or web crawlers);
- Distribute, rent, loan, lease, sell, sublicense, or otherwise transfer or offer the access to the Web Services for any commercial and non-commercial purpose;
- Remove or alter any copyright, trademark, commercial mark or other proprietary notices, designations, or marks on the Web Services;
- Modify, translate, adapt, arrange, or create derivative works of the Web Services offered by Alientech srl;
- Decompile, disassemble or reverse engineer, or determine any source code, algorithms, methods, or techniques of the Web Services;
- Interfere with, damage, or disrupt the operation or any security-related features of the Web Services offered by Alientech srl, gain unauthorized access, or restrict or inhibit use by others;
- Use any robot, spider, or other system, device or mechanism to access the Web Services offered by Alientech srl, likely to disrupt or disable or destroy the Web Services or any content therein available;

- Use the Web Services offered by Alientech srl, any feature thereof or any content in a way that could or does violate any law or the rights (including without limitation, the copyright, trademark, patent, trade secret or other intellectual property, proprietary or other rights) of any person, firm or entity or expose Alientech srl, any users or any of Alientech srl partner to legal liability;
- Use the Web Services offered by Alientech srl, any feature thereof or any content in a way that could pose a security risk to the Web Services offered by Alientech srl or to any other user.

You also acknowledge that the Web Services may contain information which is classified as confidential by Alientech srl and you shall not disclose such information without Alientech srl prior written authorization.

#### **14. Availability of the Web Services**

Alientech srl, constantly committed to improving the services offered, reserves the right to modify, suspend or discontinue the functionality of the Web Services offered at any time.

On some occasions, the Web Services may be temporarily unavailable due to technical problems or because under maintenance, or for reasons beyond Alientech srl control. Alientech srl make no warranties about the quality, functionality, availability or performance of the Web Services.

Alientech srl shall not be held liable if the accessibility to the Web Services may be unavailable or interrupted due to the Internet service provider or in case of unforeseen circumstances, force majeure or causes beyond Alientech srl control, such as, but not limited to, strikes, riots, earthquakes, natural disasters, acts of terrorism, civil commotion, organized sabotage, chemical and/or bacteriological events, pandemics, war, floods, power failures, interruption of the Internet or third party Internet connections or infrastructure, measures required by the competent authorities on the subject or inadequate facilities, hardware and / or equipment or software used by you.

Alientech srl reserves the right to do any of the following, at any time, without notice:

- 1) to modify, suspend or terminate operation of or access to the Web Services, or any portion thereof, for any reason, without prior notice;
- 2) to interrupt the operation of the Web Services or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction, or other changes;
- 3) to limit the availability of the Web Services, in whole or in part, to any person, for any purpose, and to any geographic area or jurisdiction, at any time and in Alientech srl sole discretion.

Alientech srl reserves the right to deny access to the reserved area of the Alientech Dashboard and/or other platforms connected to it, in its sole discretion and without notice in case of violation of these Terms of Use or other additional agreements or guidelines that may be required for the use of the Web Services.

Alientech srl reserves the right to deny access to the Web Services in its sole discretion and without notice for the following causes, but not limited to:

- 1) suspension or substantial modification of the Web Services offered;
- 2) activities from you that may affect the security or operation of Web Services or the features therein offered; or
- 3) technical difficulties, sudden problems or for reasons beyond Alientech srl control.

## **15. Rules of conduct**

Alientech srl periodically checks the Web Services offered to its customers.

**In case of abuse or fraudulent actions detected, Alientech srl will take the following actions, for its own protection, of its customers or third parties, without giving you cause to be entitled to claim indemnity or compensation or any right to refund:**

- Suspension of your account and use of the Web Services provided;
- Report to the competent authorities in case of recidivism.

In the event that the fraudulent action can be attributed to the use of counterfeit hardware and/or software, Alientech srl will restore the use of the Web Services after receiving proof of the cancellation of the software and regularization of your position, without prejudice to Alientech srl's right to claim compensation for any further damages incurred.

## **16. Notices**

In the event that Alientech srl needs to contact you about Product, Software, Web Services or your ALIEN\_id account, you agree as of now to receive notifications by email. You also acknowledge the full validity of such notifications and communications sent in electronic format and agree that they meet the legal communication requirements.

Alientech S.r.l. a socio unico has its place of business at via Dei Cordari, 1 – 13039 Trino (VC) – Italy.

Any complaints or communications shall be sent to that address via registered mail, or via email at [info@alientech.to](mailto:info@alientech.to)

Communications and complaints sent to a different address from the ones provided above will not be taken into account for the purposes of this agreement.

## **17. Term and termination**

These Terms of Use will become effective on the date you agree to them, i.e. from the installation, access and use of Software and Product.

The term of this contract will extend from the date of your agreement until the first to occur of the following:

- 1) termination of the contract as provided hereunder;
- 2) the date you cease to use Product and Software by uninstalling the Software and discontinuing all use of the Product.



Breach of one of the provisions of the points: 5) Contents and property rights, 7) ALIEN\_id account, 13) Access Rights to the Web Services and 14) Availability of Web Services, constitutes serious non-fulfillment of these Terms of Use and gives Alientech srl the right to terminate the present agreement if you, upon receiving written notice of default, do not comply with the provisions of these Terms of Use within 10 (ten) days from receipt of the communication.

Furthermore, you agree that Alientech srl will not be liable to you or any third party for any damage or disservice resulting from the termination of your contract arising from breach or violation of the provisions of these Terms of Use and therefore accept to indemnify Alientech srl in this regard.

Upon any termination of these Terms of Use for any reason, you must immediately cease using Software and Product. Upon termination Alientech srl will have the right to immediately deactivate your ALIEN\_id account and suspend access to the Web Services.

## **18. Governing Law, Dispute resolution and Forum**

This agreement is regulated exclusively by Italian law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on 11.04.1980 is expressly excluded.

For all that is not expressly provided for here, the provisions of Italian law apply.

In the event of any controversy or dispute that may arise in relation to the application, interpretation, execution, validity and violation of these Terms of Use will be competent - unless otherwise required by law - the court of the country where you reside, if you are to be considered "consumer" in accordance with current legislation, otherwise exclusively the forum of Vercelli, Italy.

## **19. Invalidity and exclusion of renunciation**

If for any reason a judicial authority finds one or more provisions of these Terms of Use, or portion thereof, to be null or unenforceable, such provision(s) will be limited or eliminated to the minimum extent necessary and replaced by a valid provision that best expresses the intentions of these Terms of Use, so that this agreement shall continue in full force and effect.

Failure to enforce or exercise by Alientech srl any provision of these Terms of Use is not a waiver of such provision, or the right to enforce these Terms of Use; furthermore, any conduct between you and Alientech srl or any third parties will in no way modify the terms and conditions of these Terms of Use.

No provision of these Terms of Use is intended to confer any right or remedy to third parties.

Alientech srl will not accept any counter-offers to these Terms of Use and all such offers are hereby categorically rejected.

## **20. Language**

These Terms of Use are translated from Italian for local requirements only: in the event of a dispute between the Italian and any non-Italian versions, the Italian version of this agreement shall prevail.

## **21. Declaration of acceptance**

You hereby acknowledge that you have read, understand, and agree to be bound by these Terms of Use.

You further agree that it is the complete and exclusive statement of agreement between you and Alientech srl, and that it supersedes any previous agreement, oral or written, and any other prior proposal and/or communication in relation to the subject matter of this agreement.