

ECM Key Converter – Terms of use

1. Preamble

The use of the Software 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 and use the Software. It is therefore necessary to carefully read the applicable terms and accept them before using the Software.

BY USING THE ECM KEY CONVERTER 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 to the owners of ECM Titanium keys with serial numbers beginning by "T" or "X" the ECM Key Converter computer software only to transfer the data contained in these old keys to a new generation ECM Titanium key (that is, with an 8 digit alphanumeric serial number).

3. Operation of the Software and availability of the service

The Software works only if both ECM Titanium keys are connected to the computer.

Furthermore, the Software requires constant data transmission to and from Alientech srl servers, therefore the Software only works if your computer is connected to the Internet.

The Internet connection costs for using the Software are at your expenses.

Malfunctions of the Internet connection may affect the proper functioning of the Software and may not be attributable to Alientech srl.

On some occasions, Alientech srl servers 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 its servers.

Alientech srl shall not be held liable if the failure to use the features provided through its servers is due to your 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, acts of terrorism, civil commotion, organized sabotage, chemical and / or bacteriological events, 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 its servers or any portion thereof, for any reason, without prior notice; (2) to interrupt the operation of its servers or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction or other changes; (3) to limit the

availability of its servers, 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 its servers in its sole discretion and without notice for the following causes, but not limited to: (1) suspension or substantial modification of the features offered through its servers; (2) activities from you that may affect the security or operation of its servers or the features therein offered; or (3) technical difficulties, sudden problems or for reasons beyond Alientech srl control.

4. Limitations of liability

Alientech srl specifically disclaims all liability for any consequence resulting from your use of the Software provided by Alientech srl. You may use the Software 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.

Under no circumstance shall Alientech srl be liable for damages to your computer or third parties, whether due to Software malfunction, hardware incompatibility or any other anomaly that may occur during the use of the Software.

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, 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.

The foregoing limitations and exclusions apply to the maximum extent permitted by the applicable laws in your jurisdiction.

5. Contents and property rights

No authorization for the analysis or modification of the Software is provided.

Alientech srl owns and administers some or all the rights to the images and other copyrighted content in the Software. 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 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. Data transfer between different generation ECM Titanium keys

The Software transfers the Drivers you downloaded, and any original and modified files saved on the old ECM Titanium key to the new generation one.

You declare to be informed and agree that, at the end of the data transfer procedure, the number of Drivers on the new generation ECM Titanium key might be lower than those present in the old ECM Titanium key, as these missing Drivers may no longer be available in Alientech Data Bank (by way of example but not limited to, because they are obsolete), relieving Alientech srl of any liability, of any kind and nature, in relation to any damage, injury, loss, claim or cost of any kind and species, including third parties.

You also declare to be informed that copying the Drivers manually from the old ECM Titanium key to the new generation one, said Drivers would not work.

Any personal files of yours on the old ECM Titanium key will not be transferred to the new one. If you wish to have these files available also in the new ECM Titanium key, you will have to copy them manually.

7. Notices

Alientech S.r.l. 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 legal@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.

In the event that Alientech srl needs to contact you about the Software, you agree 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.

8. 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.

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 the Software by uninstalling the Software.

Breach of one of the provisions of the point 5) Contents and property rights, 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.

Upon any termination of these Terms of Use for any reason, you must immediately cease using the Software.

9. 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.

10. 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.

11. General terms

If for any reason a court of competent jurisdiction 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. These Terms of Use contain the entire agreement between You and Alientech srl with respect to the use of the Software, and supersede all prior agreements, whether electronic, oral or written, between You and Alientech srl with respect to the Software.

Alientech srl will not accept any counteroffer in relation to these Terms of Use; any counteroffer is categorically rejected in advance.