

# K-Suite – Terms of use

## 1. Preamble

The use of software and hardware products 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 or use the Product. It is therefore necessary to carefully read the applicable terms and accept them before using the Product.

**BY INSTALLING THE K-SUITE SOFTWARE (HEREINAFTER "SOFTWARE") AND USING THE KESSV2 AND / OR K-TAG HARDWARE PRODUCTS (HEREAFTER "PRODUCT") MANAGED BY THE 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 AND REMOVE IT FROM YOUR COMPUTER.**

**ATTENTION: The Software and the Product require constant data transmission to and from Alientech srl servers, therefore the Product only works if Your computer is connected to the Internet.**

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

Alientech srl provides a kit consisting of computer software (K-Suite) and hardware products (KESSv2 and / or K-TAG) 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 its accessories, 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 Product provided by Alientech srl is carried out for competitions purposes or for uses in racing circuits not open to the public.

**THE KIT ALLOWS HAVING ACCESS TO OPERATING ENGINE MANAGEMENT PARAMETERS: THE SUBSEQUENT MODIFICATION OF THESE PARAMETERS MAY MAKE THE VEHICLE NOT IN LINE WITH THE REQUIREMENTS AND STANDARDS OF YOUR COUNTRY ABOUT POWER, SPEED AND EMISSIONS. IT MAY ALSO CAUSE A DIFFERENT OR GREATER WEAR AND TEAR OF MECHANICAL AND ELECTRICAL 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 or mechanical parts of the vehicle or as to the compliance with exhaust emission standards and regulations required by Your Country.

Software, Product and its accessories 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), and the Operating Manuals available in the Software, and only in compliance with guidelines and suggestions.

**THE PRODUCT 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 Product 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.

The use of Software and Product must always be in safe conditions, i.e. with vehicle parked stationary and engine off. In the event that it is expressly requested to start the engine, You must make sure that the parking brake is engaged, and the gear stick is in neutral position or N (for automatic transmission).

#### **4. Risks connected to Data Reading or Reprogramming**

When reading or programming data using an ECU programming tool, if the communication between the Product and the electronic control unit were to be interrupted, serious problems may occur, which may lead to the complete failure of the ECU, with consequent need for its replacement.

Therefore, during these operations:

- **DO NOT** disconnect the communication cable between Product and ECU.
- **DO NOT** unplug the USB cable between Product and computer.
- **DO NOT** turn off the computer.
- **DO NOT** unplug the power supply from the Product or the ECU, if required.
- **DO NOT** use the Product in a location exposed to static electricity or strong electrical interference.

If, for any reason, a damage to the ECU or data loss or corruption (even partial) occur and it is not possible to make a recovery, Alientech srl, its subsidiaries and affiliates cannot be held liable for any damages, costs or expenses arising from this damage, loss or corruption.

#### **5. Limitations of liability**

Alientech srl specifically disclaims all liability for any consequence resulting from Your use of the Software, the Product 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 Service.

ATTENTION: All electronic modifications are inherently dangerous. The suggestions provided by Alientech srl in the Product User's Guides and the Operating Manuals that can be recalled within the Software, are aimed at avoiding any kind of damage and must be strictly followed. It is not possible, however, to exclude that during the operations the ECU may be damaged due to fortuitous reasons. By using the Product and the Software, You expressly accepts the aforementioned risk and will not held Alientech srl liable of all responsibility.

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, bad connections, incorrect use of accessories or use of non-original accessories not supplied by Alientech srl, one of its subsidiaries or affiliates or its authorized resellers, failure to comply with the instructions in the User's Guides or in the Operating Manuals or damage to the ECU during its opening.

In particular, Alientech srl cannot be held liable for damage to the vehicle resulting from:

- Writing of incorrectly modified files to the ECU;
- Writing of files not read from the ECU or, if the "Reading" option is not available in the Product, files not downloaded through the Virtual Reading service;
- Writing of modified files edited using calibration software not provided by Alientech srl and / or with off-map values changes, not allowed by the Drivers provided by Alientech srl through ECM Titanium;
- Tuning of vehicles not supported and / or not listed in the Vehicle List of the Software.

Some ECUs may not fully correspond to the model researched by Alientech srl, supported by Software and Product and listed in the Vehicle List of the Software. 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 Product or 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 to any third party.

To the extent not prohibited by law, in no event shall Alientech srl be liable to you or to 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.

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

## **6. 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, in the User's Guide and the Operating Manuals. 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, User's Guides and Operating Manuals 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.

## **7. Product registration and activation**

The Software requires to register the Product in the Alientech Data Bank. Failure to register the Product results in the impossibility of use the Product and reduced Software functionality. Any fraudulent use may cause the immediate inoperability of the Software.

The activation of the Product protocols, after the purchase date of the Product, is subject to subscription, according to price and payment methods specified in the applicable Alientech price list.

The renewal of the subscription is optional and not essential for the functioning of the Software or the Product; however, in absence of a renewal, You will not be able to receive the new protocols developed and released after the subscription expiration date, nor to access some of the related Web Services.

## **8. Slave Product Features**

The Product managed by the Software can be in Master or Slave version.

Users in possession of a Slave Product can operate only through coded files that must be managed by their Master of reference. Any fraudulent use may cause the immediate inoperability of Product and Software.

In the event that a Slave User wishes to transfer the management of its files to a different Master, they must ask the current Master to send a written waiver to Alientech srl, through the channels

agreed between the Master and Alientech srl. In the absence of such waiver, Alientech srl will not proceed with the change.

## 9. 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 or Online Resources
- 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
- New vehicles and new ECU supported
- New accessories
- Updates / implementations of already existing protocols
- New protocols (as long as your subscription is valid)

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

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

## 10. Online Resources and Web Services

Software and Product have resources and functionalities (the “Online Resources”) that require constant data transmission to and from Alientech srl servers, therefore the Product works only if Your computer is connected to the Internet.

Furthermore, for safety reasons, the Product only works in the country indicated during registration. If you need to operate in a different Country, contact Alientech Technical Support Service through the Ticket Portal at <https://databank.alientech.to/ticket/>. You can enable up to a maximum of five different countries simultaneously.

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 request services, Technical Support Service and shop online.

The Internet connection costs for the provision of the Online Resources, necessary for the use of the Product, and to use the Web Services are at Your expenses.

**Malfunctions of the Internet connection may affect the proper functioning of the Product 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).

## **11. Access to the Web Services**

You agree to maintain and carefully guard the access credentials Alientech srl may assign You for the use of the Web Services related to the Product, provided through Alientech Data Bank or other servers managed by Alientech srl. You also agree not to share, distribute, or otherwise lease to third parties, even temporarily, these credentials. You hereby declare to be aware that the violation of the commitments herein provided would entail commercial damages for Alientech srl and therefore cannot plead Your good faith in Your defense.

You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and agree not to transfer your password, nor to lend or transfer the use or access to the Web Services offered by Alientech srl to any third party. You are fully responsible for any and all activity that occurs via your account.

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

You may not use anyone else's password or 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 account, or in case of integrations or changes to Your personal data, You will ensure to provide true and complete information, strictly necessary for the use of the Web Services.

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.

## **12. Access rights to the Web Services and use of the Online Resources**

In accessing the Web Services or using the Online Resources, 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 or the Online Resources;
- Interfere with, damage, or disrupt the operation or any security-related features of the Web Services and Online Resources 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 and Online Resources offered by Alientech srl, likely to disrupt or disable or destroy the Web Services, the Online Resources or any content therein available;
- Use the Web Services and Online Resources 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 and Online Resources offered by Alientech srl, any feature thereof or any content in a way that could pose a security risk to the Web Services and Online Resources 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.

### **13. Rules of conduct**

Alientech srl periodically checks the Web Services and Online Resources 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 and Online Resources 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 Online Resources and 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.

### **14. Availability of the Web Services and Online Resources**

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

On some occasions, the Web Services and Online Resources 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 and Online Resources.

Alientech srl shall not be held liable if the accessibility to the Web Services or Online Resources may be unavailable or interrupted 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 the Web Services and Online Resources, or any portion thereof, for any reason, without prior notice; (2) to interrupt the operation of the Web Services and Online Resources 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 and Online Resources, 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 Data Bank 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, Online Resources or the features therein offered; or (3) technical difficulties, sudden problems or for reasons beyond Alientech srl control.

## **15. 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 [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.

In the event that Alientech srl needs to contact You about the Product, Software, Web Services or Your account, 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.

## **16. 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: 6) Contents and property rights, 11) Access to Web Services, 12) Access Rights to the Web Services and use of the Online Resources and 14) Availability of Web Services and Online Resources, 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 Software and Product. Upon termination Alientech srl will have the right to immediately deactivate Your account and suspend access to the Web Services.

## **17. 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.

## **18. 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.

## **19.Surviving 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 Software and Product, and supersede all prior agreements, whether electronic, oral or written, between You and Alientech srl with respect to Software and Product.

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.