



## Powergate Administration Dashboard Terms of Use

This document governs the use of the Powergate Administration Dashboard, the platform to manage Powergate tools and customize the Powergate App, and provides information on their usage as described below.

### 1. Definition

#### 1.1 For the purposes of these Terms of Use:

- **“Powergate App”** means the mobile software application provided by Alientech srl, needed by the End-User to operate a Powergate Tool.
- **“Powergate Administration Dashboard”** means the platform to manage Powergate tools and customize the Powergate App, owned and operated by Alientech srl, accessible from <https://powergate.alientech.to>.
- **“Tool”** means the Powergate tool reserved to End-Users, intended only for the tuning of vehicles for limited competition purposes, uses in racing circuits not open to public or off-road environments.
- **“ALIEN\_id”** means a unique account created to access Alientech Dashboard, Powergate Administration Dashboard or any other Alientech services.
- **“Login Credentials”** refers to the email address and password of the ALIEN\_id account.
- **“Alientech srl”** refers to Alientech S.r.l. a socio unico – with registered office at Via dei Cordari, 1 – 13039 Trino (VC) – Italy.
- **“Corporate Group”** means the set of legally autonomous companies subject to the direct or indirect control of the holding company Revfin srl, pursuant to Article 2359 of the Italian Civil Code, including, but not limited to, Alientech France, Alientech Iberica and Alientech UK, as well as any other current or future companies with which Alientech or Revfin srl establish stable contractual relationships.
- **“Powergate Manager”** means the Organization that purchases, configures and manages Powergate tools and makes them available to End-Users, enabling the End-User to use the Powergate tool according to the commercial agreement the Powergate Manager has with the End-User.



- **“Organization”** refers to the legal name, i.e. the fiscal entity of the customer, whether an individual or a company, registered in the Alientech Dashboard. Upon defining a new Organization, an administrator account is simultaneously created, which has the authority to create, on behalf of the Organization, new User accounts with access to and use of the services provided by Alientech srl in the Alientech Dashboard or otherwise made available therein, including, but not limited to, the Powergate Administration Dashboard. All Users associated with an Organization are deemed authorized to act on its behalf according to their designated roles and permissions assigned.
- **“User”** refers, depending on the context, to the member of an Organization, identified through the ALIEN\_id, to whom the administrator of the Organization has granted access rights to the Powergate Administration Dashboard and the services connected thereto, in order to manage the files of Powergate tools associated with their Organization, and/or to the Organization itself in connection with the Powergate tools associated with its account. Unless otherwise specified, references to the “User” in these Terms of Use shall be deemed to apply both to the User of the Organization and the Organization.
- **“End-User”** means the final customer in possession of a Powergate tool linked to a Powergate Manager.
- **“Materials”** means any files, logos and images uploaded by a Powergate Manager to the Powergate Administration Dashboard for the customization of the Powergate App and the operativity of the Powergate tools associated with their Organization.
- **“Content”** refers to any text, graphics, user interface, visual interface, photograph, image, trademark, illustration, computer code, software, domain name, functionality, technical or legal documentation, and any material viewable and accessible through the Powergate Administration Dashboard, including but not limited to the design, structure, selection, coordination, expression, appearance, and arrangement of the contents, databases, graphs, tables, slogans, animated or non-animated drawings, and any graphic and/or text representation in general.
- **“Agreement”** or **“Terms of Use”** mean these terms and conditions that constitute the agreement between the User and Alientech srl regarding the use of the Powergate Administration Dashboard and which the Organization and/or the User must accept.

## 2. Acceptance



2.1 These Terms of Use govern the access and use of the Powergate Administration Dashboard, the platform to manage Powergate Tools, customize the Powergate App and manage a Powergate End-User tool network, owned and operated by Alientech srl, accessible from <https://powergate.alientech.to>, and the services and products therein made available. These Terms of Use also indicate rights and responsibilities of the User and, together with other matters, the limits of Alientech srl's liability.

2.2 The use of the Powergate Administration Dashboard is conditioned upon compliance with, and acceptance of, this Agreement. It is therefore important to read this contract carefully, as both the User and the Organization will be legally bound by these Terms of Use.

2.3 By selecting the “I have read and agree to the Terms of use” checkbox, the User:

- a) Declares that they have read and understood this Agreement.
- b) Represents that they are of legal age and capable of entering into a binding agreement.
- c) Accepts these Terms of Use and agrees to comply with and be bound by all their terms and conditions.
- d) If the User is entering into this Agreement on behalf of their Organization, represents and warrants that they have the authority to accept these Terms of Use on behalf their Organization and to legally bind the Organization to the provisions of this Agreement.
- e) Declares that the Organization on whose behalf the User acts is the entity that has purchased and manages the Tools associated with its account. The Organization shall therefore be bound by these Terms of Use, including in the event of continued access to and use of the Powergate Administration Dashboard and related services by its Users, such availability of the Tools and use of the services being deemed implicit ratification of the Agreement pursuant to Article 1399 of the Italian Civil Code.

**2.4 Use of the Powergate Administration Dashboard will not be permitted until the User accepts this Agreement. If the User does not agree to all the terms and conditions or be bound by the provisions of this Agreement, they must not select the “I have read and agree to the Terms of use” checkbox and must immediately leave the page.**

### **3. Content and property rights**

3.1 All Content on the Powergate Administration Dashboard is owned by Alientech srl and is protected by current copyright and intellectual property laws.



3.2 The Powergate Administration Dashboard contains or refers to trademarks, technologies, products, processes, or other proprietary rights owned by Alientech srl and/or third parties. No rights or licenses relating to such trademarks, technologies, products, processes, or other proprietary rights of Alientech srl and/or third parties are granted or conferred to the User or their Organization.

3.3 Except as expressly provided in these Terms of Use, it is prohibited to copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute in any way (including “mirroring”) any part of the Powergate Administration Dashboard and its Content to any computer, server, website or other medium intended for publication or distribution, for any commercial or non-commercial purpose, without Alientech srl's prior written consent.

3.4 The User acknowledges that the Powergate Administration Dashboard and its related services may include operating logics, technical information, functionalities, application solutions and methods developed by Alientech srl, constituting proprietary know-how and confidential business information, and undertakes not to disclose, reproduce, extract, use, or allow their use for purposes other than the legitimate use of the Powergate Administration Dashboard and the services connected thereto.

**3.5 The User and their Organization are expressly prohibited from using or making the Powergate Administration Dashboard available through mirrors or host services, or otherwise allowing third-party remote access, as further specified in Article 5) Access and use of the Powergate Administration Dashboard.**

## 4. License

4.1 Subject to compliance with these Terms of Use, Alientech srl grants the User a personal, non-exclusive, non-transferable, non-assignable, non-sublicensable, limited right to access the Powergate Administration Dashboard and its Content.

4.2 The license is subject to the limitations of these Terms of Use and the User acknowledges and agrees that violation of the provisions set forth in Articles 3) Content and property rights, 4) License, 5) Access and use of the Powergate Administration Dashboard, and 6) User's Obligations, will result in automatic termination of the license to use the Powergate Administration Dashboard and, at the sole discretion of Alientech srl, the suspension or termination of the ALIEN\_id account involved in the violation, as well as the potential blocking of its Organization.



4.3 Alientech srl owns all rights, titles, and interests in and to the Powergate Administration Dashboard and all Content, elements, components, and executables thereof.

## 5. Access and use of the Powergate Administration Dashboard

5.1 The service for managing Tools through the Powergate Administration Dashboard is provided to all Powergate Managers registered in the Alientech Dashboard in order to handle their network of Tools.

5.2 An Internet connection is required to use the service; all Internet connection shall be borne by the User or their Organization.

5.3 It is possible to manage only Tools associated with the User's Organization; it is not possible to manage Tools associated with other Organizations.

5.4 Access to the Powergate Administration Dashboard is restricted to Users in the Organization who have been granted by their administrator the right to manage Tools associated with the Organization.

5.5 Within the Organization, it is possible to create ALIEN\_id only for its own employees. Therefore, it is prohibited for an Organization to create ALIEN\_id for End-Users or any third parties in order to allow them access to the Powergate Administration Dashboard.

5.6 The User is prohibited from sharing their ALIEN\_id account or Login Credentials with End-Users or any third parties or otherwise allowing End-Users or any third parties to use the Powergate Administration Dashboard through their ALIEN\_id account.

5.7 Access to the Powergate Administration Dashboard is strictly personal and it is not permitted to use anyone else's ALIEN\_id account to access the services. Each User is responsible for safeguarding their Login Credentials and for any and all activity that occurs via their account.

5.8 Furthermore, the User and their Organization are prohibited from providing access to any End-User or third party by sharing their Login Credentials or using any desktop sharing technology or in any other manner.

5.9 The Powergate Administration Dashboard may provide notification functionalities, including, but not limited to, in-browser notifications, web push notifications, email notifications or third-party messaging services (such as Telegram), depending on the configuration selected by the User and the permissions granted through the browser or device settings.



5.10 The User acknowledges that such notifications are provided for informational purposes only and may be subject to delays, interruptions or technical limitations.

5.11 Alientech srl does not guarantee the delivery, timeliness or accuracy of such notifications and shall not be held liable for any consequences arising from missed, delayed or incomplete notifications.

5.12 Use of the Powergate Administration Dashboard is subject to the following limitations.

5.13 By accessing and using the Powergate Administration Dashboard, the User agrees not to (or permit anyone else to) do or attempt any of the following:

- a) Access the Powergate Administration Dashboard using someone else's ALIEN\_id.
- b) Share, disclose, distribute, communicate, transfer, lend, rent or grant, even temporarily, the use of their ALIEN\_id to third parties.
- c) Create ALIEN\_ids for subjects external to their Organization.
- d) Access or attempt to access the Powergate Administration Dashboard by any means other than through the interface provided by Alientech srl.
- e) Access or attempt to access the Powergate Administration Dashboard through any automated means (including the use of scripts or web crawlers).
- f) Gain or attempt to gain unauthorized access to the Powergate Administration Dashboard through hacking techniques, password interception or any other illegal means.
- g) Distribute, rent, loan, lease, sell, sublicense, or otherwise transfer or offer access to the Powergate Administration Dashboard to third parties for any commercial and non-commercial purpose.
- h) Grant access to the Powergate Administration Dashboard, for any reason, to third parties remotely, sharing access by using tools such as, but not limited to, desktop sharing software, mirroring services, VPNs, and similar tools.
- i) Interfere with, damage, or disrupt the operation or any functionality of the Powergate Administration Dashboard, or restrict or inhibit its use by third parties.
- j) Attempt to breach or circumvent imposed limitations, as well as any technical, administrative, process or security measures of the Powergate Administration



Dashboard, disrupt or degrade the performance of the services of the Powergate Administration Dashboard or probe, scan or test its vulnerability.

- k) Perform any action with the intent of introducing into the Powergate Administration Dashboard viruses, worms, defects, Trojan horses, malware, or any element of a destructive nature through the use of the Powergate Administration Dashboard.
- l) Modify, translate, adapt, organize, or create derivative works from the Powergate Administration Dashboard.
- m) Copy, adapt, decipher, decompile, disassemble, reverse engineer, extract or attempt to extract any source code, algorithm, method, technique, or parts thereof from the Powergate Administration Dashboard.
- n) Use techniques such as “deep-linking,” “page-scraping,” any robot, spider, or other automatic or mechanical system, device, program, method, algorithm, or procedure, nor any similar or equivalent manual process, as well as the use of any software or service, including those based on artificial intelligence, that simulate human behavior to access the Powergate Administration Dashboard.
- o) Use the Powergate Administration Dashboard, any of its features or Content for illegal purposes or in any way that may violate these Terms of Use or any privacy or data protection laws or regulations or violate any laws or the rights of any third parties (including, but not limited to, copyright, trademarks, patents, trade secrets or other intellectual property rights, commercial property rights or others) or expose Alientech srl, any other users or any business partner of Alientech srl to legal liability.
- p) Use the Powergate Administration Dashboard, any feature thereof or Content in a way that may pose a security risk to the Powergate Administration Dashboard or the security of any other user.
- q) Take actions or use the Powergate Administration Dashboard in a way that compromises or damages Alientech srl, its business and professional reputation, the Powergate Administration Dashboard itself or its use by anyone else.
- r) Take actions that cause an unreasonable or disproportionate workload on the Powergate Administration Dashboard infrastructure.



5.14 The User also acknowledges that the Powergate Administration Dashboard may contain information which is classified as confidential by Alientech srl and agrees not to disclose such information without Alientech srl prior written authorization.

5.15 Alientech srl reserves the right to suspend or terminate the User's ALIEN\_id account in case of violation of these Terms of Use. The User acknowledges and agrees that in the event that the ALIEN\_id account is suspended or terminated, the User will no longer be able to access or use the Powergate Administration Dashboard.

5.16 Violation of these Terms of Use may result in the immediate suspension or termination of the ALIEN\_id account involved in the violation, i.e. the ALIEN\_id of the Organization, one or more of its Users, or its End-Users, without the Organization having any right to claim compensation or indemnity or any right to a refund.

## 6. User's Obligations

6.1 The User represents and warrants that they will:

- a) Inform their End-Users about the risks, limitations, conditions and technical aspects associated with the use of the Tool, such as, but not limited to, the following:
  - Some control units may not fully correspond to the models researched by Alientech srl, supported by the Tool and listed in the Vehicle List of the Powergate Administration Dashboard.
  - Software or hardware variations of the control unit may compromise the proper working of the Tool or vehicle.
  - Modifying engine or automatic management parameters may render the vehicle out of compliance with the requirements and standards of the country where the vehicle is used with respect to 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.
  - The Tool may enable modifying the functioning 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 or automatic transmission parameters modified.

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- Under no circumstances should the Tool be used to break or circumvent the laws and/or regulations of the country of use of the vehicle.
- The use of the Tool must always take place in safe conditions, i.e. with vehicle parked stationary and engine turned off. However, if an engine start is required, the parking brake must be properly engaged, and the gear stick must be in the neutral position- or N (for automatic transmission). If the vehicle is not equipped with a parking brake, it is necessary to ensure the vehicle cannot move and cause damage to people or things.
- The Tool is intended only for the tuning of vehicles for limited competition purposes, uses in racing circuits not open to public or off-road environments.
- The Tool should not be used in a location exposed to static electricity or strong electrical interference.
- When reading or programming data with the Tool, if the communication between the Tool and the control unit were to be interrupted, serious problems may occur, which may lead to the complete failure of the control unit, with consequent need for its replacement. Therefore, during these operations the cable necessary for the communication between Tool and vehicle should never be disconnected.
- The use of the Tool is at the End-User's own risk, and no specific results or performance improvements are guaranteed.
- In case the vehicle's control unit is not the original factory-installed one, or has been cloned, or has undergone a previous modification operation to disable or bypass some anti-pollution or emissions control systems, writing any kind of file may cause a control unit malfunction. This can result in irreversible damage to the control unit, causing the vehicle to become inoperable without any possibility of recovery, i.e. the vehicle may not be started or operated after such a writing. Therefore, it is strongly recommended that the User ask a series of questions to the End-User to try to determine whether the control unit has undergone previous modifications or has been replaced.
- In the event that the file stocked in the vehicle's control unit is not an original file (i.e. it is a file with any kind of modification), it is not possible to program the control unit with the Tool. Therefore, the User is strongly recommended to ask a series of questions to the End-User to try to determine whether the control unit has undergone previous modifications.



- The DataLogger functionalities may collect diagnostic, technical and geolocation data through the Tool, and that such data, including route maps and acquisition results, may be made available to the User through the Powergate Administration Dashboard for technical analysis and support purposes. The User shall also inform End-Users that the number of acquisitions that may be stored through the DataLogger functionalities is limited and that, once such limit is reached, older acquisitions may be automatically deleted or overwritten. Furthermore, where acquisitions are performed while the vehicle is in motion, the Tool must be fixed to the vehicle in a stable and secure manner in order to avoid movements that may affect the detection of GPS parameters and that the cable connected to the vehicle's diagnostic socket and to the Tool must not interfere with driving or hinder the use of the vehicle controls.
- b) Carefully read the notices provided within the list of supported vehicles in the Powergate Administration Dashboard, which are intended to indicate the actions to be taken before delivering a Tool such as, but not limited to, checking the type of diagnostic socket on the End-User's vehicle in order to provide the correct cable to connect the Tool to the vehicle or, where required, arranging for the control unit to be sent to the User for the application of the patch needed to enable file writing through the diagnostic socket.
- c) Check with their End-Users the minimum system requirements of their mobile device before selling the Tool.
- d) Provide their End-Users only with original cables or accessories supplied by Alientech srl.
- e) Provide their End-Users with technical support about the Tool. The User is the only one entitled to access Alientech srl Ticket Portal to request advanced support.
- f) Provide their End-Users with basic information about the operation of the Tool and the Powergate App, specially informing the End-User that, during communication with the control unit, messages, warnings and/or errors may appear on the vehicle dashboard due to the Tool's communication with the control unit and that such messages, warnings and/or errors will disappear when the engine is first started or after driving a few kilometers.

6.2 The User expressly releases and holds harmless 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,



incurred by the User, their End-Users or any third party arising from the User's failure to comply with the above-listed provision.

## 7. User's Materials

7.1 The Powergate Administration Dashboard allows the User to customize the Powergate App with their logos and images and provide End-Users with files for the programming of their vehicle.

7.2 The User hereby declares that they own all the rights on the Materials uploaded through the Powergate Administration Dashboard or are legally authorized to use such Materials.

7.3 The User grants Alientech srl a limited license to use the Materials uploaded through the Powergate Administration Dashboard for the purpose of providing the services to the User and their End-Users. Alientech srl does not claim any ownership rights over such Materials. All Materials submitted in the Powergate Administration Dashboard remain the property of the Organization.

7.4 The User is entirely responsible for the Materials submitted in the Powergate Administration Dashboard, as well as for any consequences arising therefrom. Under no circumstances shall Alientech srl be liable for any kind of damage caused to the End-User or third parties or the End-User's vehicle or third parties' vehicle resulting from files made available by the User on the Tool through the Powergate Administration Dashboard, either be original or modified files.

7.5 The User represents and warrants that:

- a) The Materials provided, specifically logos and images, do not violate the respect for human dignity or are discriminatory, offensive, xenophobic, racist, denigratory, homophobic, sexist, obscene, pornographic, pedophile, insulting, or defamatory or that may cause offense to others on grounds of nationality, ethnicity, gender, sex, religion, faith or disability or threaten youth or childhood, order or public safety.
- b) The Materials provided do not infringe the law or violate or misuse the intellectual property rights of third parties.
- c) The User has the necessary skills, competence, and qualifications to provide End-Users with modified files for the programming of a vehicle and first assistance.
- d) The User will use the Powergate Administration Dashboard only for lawful purposes and in accordance with DSA rules (UE Regulation 2022/2065).



7.6 Alientech srl does not screen User's Materials, including logos and images, nor is obliged to do so. However, Alientech srl reserves the right to monitor such Materials and delete or remove them without prior notice if, in its sole discretion, Alientech srl deems such contents inappropriate or in violation of the abovementioned provisions.

## **8. File storage, retention and availability**

8.1 Alientech srl takes data security seriously and implements robust measures to safeguard the files. However, it is essential to understand that no online storage system is entirely immune to security risks. It is the User's responsibility to take necessary precautions, such as using strong passwords, to further protect their files.

8.2 Alientech srl may modify the file storage services, including file retention period and storage features, at any time. Alientech srl will make reasonable efforts to inform the User of significant changes and provide notice when possible.

8.3 Alientech srl will not be liable to the User, their End-Users or any third parties for any direct or indirect damages or loss resulting from the use of the cloud storage service, including but not limited to, data loss, service interruptions, or security breaches. Alientech srl encourages the User to take precautions to protect their data.

8.4 User's Materials will be securely stored and readily accessible from the Powergate Administration Dashboard as long as the Powergate Administration Dashboard is supported by Alientech srl.

8.5 Alientech srl does not guarantee the continuous or uninterrupted availability of the Powergate Administration Dashboard or of the data accessible therein. Access to data may be limited, suspended or unavailable due to technical or service-related reasons.

8.6 Without prejudice to the foregoing, the files will be accessible as long as the User's account remains active. In the event of account termination or suspension, the User may lose access to the stored files. It is crucial to maintain the User's account and adhere to this Agreement to ensure uninterrupted access.

8.7 The User acknowledges and agrees that the data available within the Powergate Administration Dashboard may be generated or made available through activities performed by End-Users via the associated Tools, as well as through Materials and other data, configurations and content managed by the Powergate Manager within the Dashboard.



8.8 The availability, completeness and accuracy of such data depend on the actual execution of operations by End-Users, on the data, configurations and Materials managed by the Powergate Manager, and on the correct functioning of the Tool and related services.

8.9 The User further acknowledges and agrees that any storage, retention or transmission limitations relating to the Tool and the Powergate Administration Dashboard, including but not limited to cloud infrastructure constraints, data processing limits or technical restrictions, may affect the availability of data within the Powergate Administration Dashboard.

## **9. Data collected through DataLogger functionalities**

9.1 Where the Tool is used by the End-User with functionalities such as the DataLogger protocol, the Powergate Administration Dashboard may allow the Powergate Manager to access and view technical data generated during acquisition sessions, including diagnostic signals and, where available, geolocation data.

9.2 Such data is generated exclusively through acquisitions performed by End-Users via their Tool and are made available to the Powergate Manager in a read-only format, for the sole purpose of interpreting the acquired data and providing technical support requested by the End-User.

9.3 The User undertakes to process such data in compliance with applicable data protection laws and solely for the purposes indicated above and shall refrain from using such data for any unrelated purposes.

9.4 The User acknowledges that the availability of such data depends on the acquisitions performed by the End-User and on the technical and operational limitations of the DataLogger functionalities and related services. In particular, only a limited number of acquisitions may be available at any given time, and previously available data may become unavailable.

9.5 The User further acknowledges that the Powergate Administration Dashboard does not act as a primary storage system for such data, but only enables their consultation, including through access to external resources.

9.6 Alientech srl does not guarantee the availability of such acquisitions or the related data over time.

## **10. Data protection and communications**



10.1 In relation to personal data processed through the Powergate Administration Dashboard, the Organization (Powergate Manager) and Alientech srl act as independent data controllers.

10.2 Each party shall process personal data in compliance with applicable data protection laws and solely within the scope of its respective purposes and shall be solely responsible for its own processing activities.

10.3 Where the Organization is established outside the European Economic Area, the Organization acknowledges that access to personal data through the Powergate Administration Dashboard may constitute a transfer of personal data outside the European Economic Area.

10.4 In such case, the Organization undertakes to ensure that such access and any related processing activities are carried out in compliance with applicable data protection laws and are subject to appropriate safeguards, including, where applicable, the adoption of Standard Contractual Clauses (SCC) approved by the European Commission, available at the following link [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj) or other valid transfer mechanisms under applicable data protection laws.

10.5 The Organization acknowledges that any personal data made available through the Powergate Administration Dashboard is processed for the purpose of managing its relationship with End-Users and providing technical support, and that it remains solely responsible for such processing.

10.6 The Organization acknowledges and agrees that it is solely responsible for ensuring that any access to personal data from outside the European Economic Area is carried out in compliance with applicable data protection laws.

10.7 Alientech srl informs the User that the processing of personal data connected with the use of the Powergate Administration Dashboard and related services is carried out in accordance with the Privacy Notice available at [www.alientech-tools.com/legal](http://www.alientech-tools.com/legal).

10.8 Alientech srl may use the e-mail address associated with the User's ALIEN\_id account to send communications related to the proper use of the Powergate Administration Dashboard, technical updates, service-related information, as well as the development of new features or the launch of similar or complementary services.

10.9 Such communications are considered an integral part of the contractual relationship and are sent without requiring the User's specific consent.



## 11. Security Measures

11.1 The User acknowledges and agrees that Alientech Srl may monitor any activities carried out on the Powergate Administration Dashboard in order to ensure the quality of, and improve, its products and services, and ensure the compliance with these Terms of Use.

**11.2 In the event of suspected or detected abuse, fraudulent actions, violation of applicable laws or these Terms of Use Alientech srl may, at its sole discretion and without prior notice, take the following measures to protect itself, its customers or third parties, without the recipient of such measures-whether a User or their Organization-having any right to indemnity or compensation or right to a refund:**

- a) Suspension or revocation of access to the Powergate Administration Dashboard for the ALIEN\_id account of the User involved in the violation and, at the sole discretion of Alientech srl, also of the Organization to which the User belongs. In this case, the suspension or revocation of access to the Powergate Administration Dashboard will also apply to all Users within the Organization;
- b) Suspension or termination of the ALIEN\_id account of the User involved in the violation and, at the sole discretion of Alientech srl, also of the Organization to which the User belongs. In this case, the suspension or termination will also affect the ALIEN\_id accounts of all Users within Organization.
- c) Report to the competent authorities.

11.3 Alientech srl shall in no event be liable to the Organization, its End-Users, or any third party for any suspension, revocation or termination of access, and such measures shall have no effect on these Terms of Use.

11.4 Furthermore, Alientech Srl shall have the right to seek appropriate compensation, obtain injunctive relief or other equitable relief in addition to all legal remedies, for irreparable commercial damage caused to Alientech srl by the abuse or fraudulent actions of the User or the Organization.

11.5 Alientech srl also reserves the right to prevent access to the Powergate Administration Dashboard and its features or suspend or terminate an ALIEN\_id account, remove or modify the content of the Powergate Administration Dashboard at its sole discretion, in case of violation of applicable legal provisions or these Terms of Use.

## 12. Disclaimer of Warranties



12.1 The User expressly acknowledges and agrees that use of the Powergate Administration Dashboard is at their own risk and discretion. The Powergate Administration Dashboard, its Content and services are provided on an “AS IS” and “AS AVAILABLE” basis, with all faults and defects, without warranty of any kind.

12.2 Alientech srl makes no warranties, express or implied, including, but not limited to, warranties of availability, accuracy, reliability, merchantability, or fitness for a particular purpose. Alientech srl disclaims all liability for acts, omissions, or conduct of third parties in connection with or related to the use of the Powergate Administration Dashboard by the User and their Organization.

12.3 Alientech srl makes no warranties or undertakings, and makes no representations of any kind, that the Powergate Administration Dashboard or its Content, services and features will meet the requirements of the User and their Organization, achieve any intended results or provide specific outcomes, be compatible or work with any other software, systems or services installed on the User’s computer, operate without interruption or be continuously available, meet any performance or reliability standards, be free of viruses or errors or that any error or defects can or will be corrected.

12.4 Alientech srl does not guarantee the accuracy, completeness or reliability of any data or Content accessible through the Powergate Administration Dashboard.

**12.5 THE USER EXPRESSLY AGREES TO ASSUME FULL RESPONSIBILITY FOR THE USE OF THE POWERGATE ADMINISTRATION DASHBOARD.**

### **13. Limitation of Liability**

13.1 Alientech srl expressly disclaims all liability for any consequences arising from the use of the Powergate Administration Dashboard. The User acknowledges and agrees that the use of the Powergate Administration Dashboard is at their own risk and discretion, and that they are solely responsible, including to third parties, for any damages or loss of data resulting from the access to and use of the Powergate Administration Dashboard.

13.2 In no event shall Alientech srl be liable to the User, the Organization, its End-Users or any third party for personal injury or any monetary, direct, indirect, moral, special, incidental or consequential damages whatsoever, including, without limitation, damages for loss of use, profits or data, business interruption or any other commercial damages or losses, third-party claims arising from, or in any way related to, the use, misuse, delay or inability to use the



Powergate Administration Dashboard, 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, losses, claims or costs.

13.3 These limitations and exclusions apply to any and all claims relating to these Terms of Use, as well as to any and all damages and liabilities caused by malfunction, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction, or unauthorized access, alteration, use, or misuse of the Powergate Administration Dashboard.

13.4 The User acknowledges and agrees that the Tools managed through the Powergate Administration Dashboard are used by End-Users to perform operations on the electronic control units of vehicles, and that such operations are inherently risky and may result in malfunctions or irreversible damage to the vehicle.

13.5 Under no circumstances shall Alientech srl be liable for damages to the vehicle of the End-User arising from the use of the Tool, whether due to malfunction of the Powergate App, firmware of the Tool or the Powergate Administration Dashboard, hardware incompatibility or any other anomaly that may occur, including, but not limited to, use of a wrong accessory, incorrect use of an accessories or use of non-original Alientech accessories, failure to comply with the instruction provided in the User's Guide, the Operating Manuals or the on-screen instructions displayed by the Powergate App, errors made during the use of the Tool, or the content of any file made available to the End-User.

13.6 The Powergate Manager is solely responsible for the files and technical support provided to End-Users and for any consequences arising from their use.

13.7 Alientech srl does not carry out any prior verification of the technical content of the files processed, uploaded or made available through the Powergate Administration Dashboard and assumes no liability for any effects arising from their use.

13.8 In particular, Alientech srl cannot be held liable for damages caused to the vehicle of the End-User deriving from the content of the file written in the control unit.

13.9 Some control units may not fully correspond to the model researched by Alientech srl, supported by the Tool and listed in the Vehicle List of the Powergate Administration Dashboard. Under no circumstances shall Alientech srl be liable to the User, their End-Users 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.



13.10 Furthermore, the User acknowledges and agrees that software or hardware variations of the control unit may compromise the proper working of the Tool or vehicle, and hereby releases 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 the User, their End-Users or any third party.

13.11 The User acknowledges and agrees, and hereby releases Alientech srl from all liability, that in case the vehicle's control unit is not the original factory-installed one, or has been cloned, or has undergone a previous modification operation to disable or bypass some anti-pollution or emissions control systems, writing any kind of file may cause a control unit malfunction. This can result in irreversible damages to the control unit, causing the vehicle to become inoperable without any possibility of recovery, i.e. the vehicle may not be started or operated after such a writing.

13.12 Furthermore, in no event shall Alientech srl be liable to the User or any third party in connection with the use or misuse of the Powergate Administration Dashboard in violation or circumvention, whether alleged or not, of any national or international law, regulation, or standard governing or limiting pollutant emissions, safety, or vehicle homologation, including, but not limited to, the provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq. (1970), the National Ambient Air Quality Standards issued by the Environmental Protection Agency, and any equivalent regulations in force in the European Union or other countries regulating the emissions of hazardous air pollutants.

13.13 In the event that Alientech srl is subjected to monetary penalties, fines or any other measures arising from the use or misuse of the Powergate Administration Dashboard by the User in violation of any national or international law, regulation or standard regulating vehicle emissions, safety or homologation, the Organization shall indemnify and hold Alientech srl harmless from any and all consequences, including any monetary penalty, fine, final court judgment (or settlement agreed upon by Alientech srl), as well as all related legal fees and procedural expenses.

## **14. Interruption of Service**

14.1 Alientech srl, constantly committed to improving the offered services, reserves the right to modify, suspend or discontinue any Content, part, functionality, or feature of the Powergate Administration Dashboard at any time and without prior notice.

14.2 On some occasions, the Powergate Administration Dashboard may be unavailable due to technical problems or because under maintenance, for the introduction of new features,



or for reasons beyond Alientech srl control. Alientech srl makes no warranties as to the quality, functionality, availability, or performance of the Powergate Administration Dashboard.

14.3 In particular, Alientech srl shall not be liable in the event that access to the Powergate Administration Dashboard is unavailable or interrupted due to the Internet service provider or in case of unforeseen circumstances, force majeure or causes beyond Alientech srl's 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, wars, floods, power failures, interruption of the Internet network or third-party Internet connections or infrastructure, measures required by competent authorities, or inadequacy or non-compatibility of facilities, hardware, or network used by the User.

14.4 Alientech srl reserves the right to take the following actions at any time and without prior notice:

- a) Modify, suspend, discontinue or terminate operation of or access to the Powergate Administration Dashboard, or any portion thereof, for any reason.
- b) Modify or change the Powergate Administration Dashboard or portions thereof and any policies or conditions relating to the Powergate Administration Dashboard.
- c) Suspend the operation of the Powergate Administration Dashboard or any portion thereof, necessary to perform routine or extraordinary maintenance, correct errors, introduce new services, or make other changes.
- d) Limit the availability of the Powergate Administration Dashboard, in whole or in part, to any person, for any purpose and in any geographic area or jurisdiction, at any time and in Alientech srl sole discretion.

14.5 Alientech srl also reserves the right to deny access to the Powergate Administration Dashboard at its sole discretion and without prior notice for the following reasons, but not limited to:

- a) Fraudulent activity or in violation of these Terms of Use by the User or the Organization.
- b) Suspension or material modification of the Powergate Administration Dashboard.
- c) Use of the Powergate Administration Dashboard, any of its features or Content, in a way that may compromise the integrity and performance of the service delivered.



- d) Activities by the User that may compromise the security or operation of the Powergate Administration Dashboard, or the functionalities therein offered.
- e) Theft of the User's ALIEN\_id Login Credentials, whether suspected or detected.
- f) Technical difficulties, sudden problems or for reasons beyond the control of Alientech srl.

## **15. Suspension of access and use in the event of payment default**

15.1 Where the Organization is in default with respect to due monetary obligations directly connected with the purchase, activation, renewal, management or use of the Tools or related services, Alientech srl reserves the right to temporarily suspend, in whole or in part, access to the Powergate Administration Dashboard and the management functionalities available therein, as well as the ALIEN\_id accounts linked to the Organization.

15.2 Suspension may be applied where the default concerns obligations accrued towards Alientech srl, companies belonging to the same Corporate Group under the direction and coordination of Revfin srl or, where legally permitted, authorized dealers, provided that such obligations relate to the Tools or to services associated therewith.

15.3 Where a suspension request is submitted by a dealer due to alleged insolvency by its customer relating to Tools or associated services, the dealer shall provide Alientech srl with appropriate documentation evidencing such default, including copies of unpaid invoices relating to the relevant Tools or services, accounting documentation evidencing non-payment, and copies of notices of dispute or payment reminders sent to the customer. It is understood that Alientech srl reserves the right to assess independently, on a case-by-case basis, whether to adopt any measures against the customer concerned.

15.4 Suspension may be applied following written notice to the Organization, indicating the default complained of and inviting the Organization to regularize its position within an appropriate period specified in such notice.

15.5 Where the Organization fails to make the payment due or provide adequate documented justification within such period, Alientech srl may proceed with suspension until the debt position has been regularized.

15.6 Alientech srl shall fully restore the suspended functionalities once regularization of the position has been verified.



15.7 It is understood that suspension constitutes a temporary and proportionate measure aimed at protecting contractual balance, without prejudice to any further contractual or legal remedies that may be applicable.

## **16. Violation of these Terms of Use**

16.1 Alientech srl reserves the right to suspend or deny, even permanently, access to the Powergate Administration Dashboard and/or block any future access to the Powergate Administration Dashboard, at its sole discretion and without prior notice, in the event of any violation of the terms and conditions of this Agreement by the User or the Organization. The User further acknowledges and agrees that any violation of these Terms of Use constitutes illegal action and abusive conduct, liable to cause Alientech srl irreparable harm for which monetary compensation would be inadequate; therefore, the User authorizes Alientech srl to obtain any relief deemed necessary or appropriate in such circumstances. Such remedies shall be in addition to any other remedies available to Alientech srl at law or in equity.

16.2 For each violation of any of the provisions of these Terms of Use, the Organization will be required to pay a penalty of euros 5,000.00 (five thousand) without prejudice to indemnity for any greater damage suffered.

16.3 In the event that Alientech srl takes legal action against the Organization as a result of a violation of these Terms of Use, Alientech srl has the right to request, and the Organization agrees to pay, reasonable legal expenses and costs related to such action, in addition to any other legal remedies available to Alientech srl. Alientech srl shall have no liability to the User, the Organization, its End-Users, or any third party for any consequences resulting from termination of access to the Powergate Administration Dashboard as a result of a violation of these Terms of Use by the User.

## **17. Term and Termination**

17.1 These Terms of Use will become effective from the date of acceptance by the User.

17.2 The term of this Agreement will extend from the date of acceptance by the User until it is terminated according to the terms provided below.

17.3 The Organization may terminate this Agreement by sending written notice to one of the contacts listed in Article 21) Notices, giving at least 30 days' notice from the date the Organization wishes to terminate the use of the Powergate Administration Dashboard. Alientech srl has the same right.



17.4 Alientech srl may suspend or terminate access to the Powergate Administration Dashboard at any time if Alientech srl believes that the User and/or the Organization have violated any provision of these Terms of Use and, upon receiving written notice from Alientech srl identifying the circumstance constituting the violation, the User and/or the Organization do not remedy such violation within 10 (ten) days from receipt of the communication.

17.5 Breach of one of the provisions of articles: 3) Content and property rights, 4) License, 5) Access and use of the Powergate Administration Dashboard, 6) User's Obligations, and 7) User's Materials constitutes serious violation of these Terms of Use and gives Alientech srl the right to terminate this Agreement if the User and/or the Organization, upon receiving written notice of default, does not comply with the provisions of these Terms of Use within 10 (ten) days from receipt of the communication.

17.6 Alientech srl reserves the right, at its sole discretion, to modify, suspend, or discontinue the provision of the service, or any parts thereof, as well as the provision of support and updates of the Powergate Administration Dashboard, at any time and without prior notice. Such decisions may include, but are not limited to, the discontinuation of support for the Tools or certain features. Alientech srl shall in no way be liable to the Organization, its End-Users or third parties for any modifications, suspensions, or discontinuations of the service.

17.7 As of the date of termination of this Agreement, Alientech srl reserves the right to re-define or reassign the management of the End-Users associated with the User's Powergate Manager account, according to the arrangements deemed necessary.

17.8 Furthermore, the User acknowledges and agrees that Alientech srl shall not be liable to the User, the Organization, its End-Users or any third party for any damage or service disruption resulting from the termination of this Agreement caused by the User's violation of the provisions of these Terms of Use and therefore agrees to hold Alientech srl harmless in this regard.

17.9 This Agreement shall be deemed terminated without any need for notice in the event of bankruptcy, insolvency, failure, composition with creditors, or any insolvency proceeding to which either party is subjected.

17.10 The following articles will survive the termination of this Agreement: 3) Content and property rights, 4) License, 5) Access and use of the Powergate Administration Dashboard, 6) User's Obligations, 7) User's Materials, 10) Data protection and communications, 12) Disclaimer of Warranties, 13) Limitation of Liability, 19) Indemnification, 20) Severability and Waiver, and 22) Governing law and Jurisdiction.



## 18. Changes to this Agreement

18.1 Alientech srl reserves the right, at any time and its sole discretion, to change, modify, add, or remove provisions of these Terms of Use. The most current version of this Agreement will be published at <http://www.alientech-tools.com/legal> and made available through the Powergate Administration Dashboard. Such changes shall be effective from the date of their publication.

18.2 The User will be required to expressly accept any updated version of these Terms of Use at the first access to the Powergate Administration Dashboard following their publication. In the event that the User does not accept such updated Terms of Use, the User will not be allowed to access or use the Powergate Administration Dashboard.

## 19. Indemnification

19.1 The User and their Organization agree to indemnify, defend and hold harmless, and compensate Alientech srl, its subsidiaries and affiliates, officers, directors, shareholders, predecessors, successors, employees and agents from and against any claim or legal action brought by third parties, including damages, demands, losses, liabilities, costs and expenses, arising out of or in connection with:

- a. Use, misuse or inability to use the Powergate Administration Dashboard by the User.
- b. Violation of these Terms of Use by the User.
- c. The content of the files supplied by the User to their End-Users.
- d. Poor or inaccurate technical support provided by the User to their End-Users regarding the use of the Tool.

## 20. Severability and Waiver

20.1 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.

20.2 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 the User, their Organization or any third parties and Alientech srl will in no way modify the terms and conditions of these Terms of Use.

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

## 21. Notices

21.1 in the event that Alientech srl needs to contact the User or the Organization about these Terms of Use, the Powergate Administration Dashboard, or the ALIEN\_id account, the User agrees to receive notifications by email. The User also acknowledges the full validity of such notifications and communications sent in electronic format and agrees that they meet any applicable legal notice requirements.

21.2 Alientech S.r.l. a socio unico has its registered office at via Dei Cordari, 1 - 13039 Trino (VC) - Italy.

21.3 Any complaints or communications shall be sent to that address by registered mail with return receipt or sent by e-mail at [legal@alientech.to](mailto:legal@alientech.to).

21.4 Communications and complaints sent to a different address from the ones provided above will not be considered for the purposes of this Agreement.

## 22. Governing Law and Jurisdiction

22.1 This Agreement shall be governed by and construed in accordance with the laws of Italy. 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 and does not apply to this Agreement.

22.2 All matters not expressly provided under this Agreement shall be governed by and construed in accordance with the laws of Italy.

22.3 Any controversy or dispute that may arise out of the application, interpretation, execution, validity and violation of this Agreement will be subject-unless otherwise provided by mandatory law-to the venue of the court of the place of residence of the Organization, if it is to be considered "consumer" in accordance with current legislation, otherwise the exclusive jurisdiction of the Vercelli Court, Italy.

## 23. Declaration of acceptance



23.1 The User hereby acknowledges to have read and understood this Agreement in its entirety and agrees to be bound by its terms and conditions, even if signed electronically and not by a physically affixed signature.

23.2 The User further agrees that these Terms of Use are the complete and exclusive statement of agreement between the parties concerning the access and use of the Powergate Administration Dashboard, and that they supersede any previous agreement, oral or written, and any other prior proposal and/or communication in relation to the subject matter of this Agreement.

23.3 The following provisions are specifically approved pursuant to and in accordance with Article 1341, Paragraph 2 of Italian Civil Code: 3) Content and property rights, 4) License, 5) Access and use of the Powergate Administration Dashboard, 6) User's Obligations, 7) User's Materials, 8) File storage, retention and availability, 10) Data protection and communications, 11) Security Measures, 12) Disclaimer of Warranties, 13) Limitation of Liability, 14) Interruption of Service, 15) Suspension of access and use in the event of payment default, 17) Term and Termination, 19) Indemnification and 22) Governing Law and Jurisdiction.

23.4 The User also confirms that they comply with applicable data protection laws and, where applicable, will implement appropriate safeguards, including the Standard Contractual Clauses (SCC) approved by the European Commission.

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