

**SOFTWARE LICENCE AGREEMENT
AND
TERMS of USE and WARRANTY**

SOFTWARE LICENCE AGREEMENT

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BREACH OF THE LICENCE CONDITIONS CONTAINED IN ITEMS 3, 4, 5 AND 6 WILL RESULT IN THE IMMEDIATE TERMINATION OF THIS AGREEMENT AND THE SUBSEQUENT FORFEITURE BY THE USER TO ANY RIGHT TO USE THE SOFTWARE.

7. Conservation of the effects. If one or more parts of this agreement are inconsistent with applicable laws, they shall be deemed void, invalid and/or otherwise ineffective. These Licence conditions, however, will retain their effectiveness between the parties with regards to the parts not invalidated.

8. Governing Law, Dispute Resolution and Jurisdiction. This agreement is governed and regulated by Italian law.

For all matters not expressly provided herein, the provisions of Italian law shall apply.

For all disputes arising from the interpretation, execution and validity of the general terms and conditions of this agreement shall fall under the jurisdiction of – unless otherwise provided by mandatory law – the Court of the place of residence or domicile of the User, in the event the latter is considered to be a "consumer" pursuant to current law, otherwise exclusively the court of Vercelli, Italy.

9. Communication. The Licensor Dimsport Srl is headquartered at Località San Iorio 8/B, 15020 Serralunga di Crea – Italy.

Any communication or complaints should be sent to that address or sent by fax to +39 0142940094 or to the e-mail address info@dimsport.it.

Communications and complaints sent to other addresses will not be considered for the purposes of this Licence agreement.

10. Language. These general Licence terms and conditions are drafted in Italian and translated in English, French, Spanish, German, Portuguese. In the event of any discrepancy between the different texts or doubts about their interpretation, the Italian text will take precedence.

The Licensee declares that they have read and understood this Disclaimer in all its parts and agrees to be bound by the terms and conditions set forth herein. The Licensee also recognizes that this disclaimer is a complete and exclusive agreement with the Licensor and that it supersedes any prior agreement, oral or written, any proposal and/or previous communication on the subject matter of this agreement.

TERMS of USE and WARRANTY

Please read carefully before you start using the tools and programs provided by Dimsport Srl.
The use shall involve the full comprehension and acceptance of this statement.

Dimsport Srl supplies several tuning kits made of software for PC (RaceEvo, NewTrasdata, FlashPoint, DSManager, MyGenius Client) and tools (NewGenius, NewTrasdata, MyGenius) for race circuit competitive purposes only.

These tuning kits allow the user to manipulate and alter the engine's working parameters. Consequently, the use of these products could make the vehicle not conformed to the official requirements established in your Country for what concerns speed, power level, emission levels. Moreover, it could imply higher or different levels of deterioration of mechanical and electric parts of the vehicle. The use of these products could also determine the decadence of the official warranty supplied by the manufacturer/dealer.

The above-mentioned kits must be used only after a careful reading of the instructions, of the technical documentation supplied, and only in accordance with what indicated and suggested.

The provided products may allow the user to alter the vehicle performance; because of this, the vehicle itself may have different reactions compared to the standard condition as indicated by the manufacturer. The maximum caution is therefore required during the vehicle driving after the intervention.

The tuning kits provided by Dimsport Srl are conceived and manufactured for sport applications in race circuits only. Under no circumstances the products supplied by Dimsport Srl shall be used to violate or trick any national laws of the Country where the products will be used. Any violation of this rule will consequently terminate the license agreement.

The user, by the acceptance of this license agreement, agrees and states that any operation performed with the tools and software produced / supplied by Dimsport Srl will be carried out in race circuits for competitive purposes only, under his own exclusive responsibility.

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