



LICENSE - GENERAL RULES FOR USERS

General provisions 1.

Definitions:

User - a person purchasing a digital product - MaxiEcu 3 Licenses MaxiEcu

3 - a license for the MaxiEcu 3 software in the Windows and Android versions, which consists of licenses for brands selected by the User and special functions to which the User Account website on website www.maxiecu.eu The User logs in using an individual login , - the and password.

Services - total: MaxiEcu 3, User Account 2. The

Administrator of the Services is MaxiEcu sp. z o. o., NIP: 5862323620 / EU VAT: PL:

5862323620, registered office address: ulica Fleszarowej-Muskat 7, 81-589 Gdynia, Poland (hereinafter: "MaxiEcu").

3. By agreeing to the content of the Regulations, you confirm that by using the Services, you provide MaxiEcu with correct data, including correct personal data that is necessary to ensure the provision of the Services. MaxiEcu is not responsible and cannot be held liable for damages resulting from the provision of incorrect data.

4. You can request the deletion of your data at any time and exercise all your rights related to the provisions of personal data processing. Removing the User's account from our database will result in the inability to provide the Services. More about our processing of personal data: Privacy Policy 5. The use of the Services is possible only for Users who have rights unlimited by the provisions of applicable legal

regulations (including, among others, requirements regarding age and legal capacity). By agreeing to these Regulations, you confirm that you have the right to make your own decision regarding the use of the Services or that you use the Services with the consent of your legal representative. If violations are detected, MaxiEcu has the right to delete your account, including all user data, or otherwise limit your ability to use the Services.

Hardware requirements

1. MaxiEcu 3 works with all mobile devices with Android 8.0 or newer software and devices with Windows 10 or newer 64 bit version.

Using the Services

1. To use the MaxiEcu Services, registration is required, during which you must provide the ID/serial number of the interface from the MaxiEcu database and correct User data. User data, such as e-mail, must be unique, so only one account can be created for the same e-mail address.

MaxiEcu is not responsible in the event of unsuccessful registration during which an incorrect ID/serial number of the interface is provided, including one from an illegal source (outside the MaxiEcu database) or an e-mail address to which the User's account has already been registered.

2. To use MaxiEcu 3, you must have a MaxiEcu 3 license associated with the ID/serial number of the MaxiEcu interface in at least 4GEN or Expert version, which is registered on the User Account. The link between the license and the ID/serial number of the interface is permanent and can only be changed upon the express recommendation of MaxiEcu and after returning the interface with a given ID/serial number to MaxiEcu (e.g. by replacement or repair resulting in a change of the ID/serial number).

3. MaxiEcu 3 license is a digital product to which the User has permanent, unlimited time access and from which the User can use on an unlimited number of devices that meet the system requirements of the digital product.

4. The User has access to the installation file of the software in the Windows version through the User account and to the Android version through the Google Play store.

5. The MaxiEcu 3 license may consist of a single module (brand) or multiple modules (brands) selected by the User during purchase. The license can be extended by the User at any time with additional modules (brands) from the MaxiEcu 3 offer by purchasing them through the User's account.

6. MaxiEcu 3 license is a digital product that allows access to a specific range of car diagnostics functionalities. The scope of functionality depends on the detailed parameters of the vehicle. The full list of supported functionalities for the selected vehicle configuration is published on the MaxiEcu website as a functionalities search engine, the link to which is also available in the User's account.

7. MaxiEcu ensures that the purchased MaxiEcu 3 license for the selected module (brand) is consistent with the scope indicated in the MaxiEcu 3 functionality search engine and is not responsible or provides compensation in any form if the User purchased the Services, without verifying the functionality and/or regardless of the fact that the functionality search engine does not support specific vehicle parameters.

8. The User has guaranteed permanent access to all functionalities under the purchased MaxiEcu 3 license, which were indicated in the functionalities search engine as available on the day the User purchased the MaxiEcu 3 license.

9. MaxiEcu reserves the right to change the scope of functionality of the MaxiEcu 3 software by adding new or improving existing functionalities in MaxiEcu 3. MaxiEcu undertakes to inform Users about the introduced changes by updating the functionality search engine or by posting on the MaxiEcu website or the User's account. The form of possible disclosure of the above-mentioned changes to MaxiEcu 3 Users is solely the decision of MaxiEcu.

10. Special functions have been separated in the MaxiEcu 3 search engine, which, as described in the search engine, are additionally paid. Access to brand-specific features requires an active brand-specific MaxiEcu 3 license, but access to Special Features is not included in the license purchase price.

11. Functions, including Special Functions, that require access to remote databases or databases of external operators require an Internet connection. MaxiEcu notes that when using an Internet connection, Internet service providers may charge additional fees in accordance with the applicable rates in the provider's price list.

These fees are independent of MaxiEcu and do not involve any liability for refund or compensation.

12. The price list for additional MaxiEcu 3 and Special Features licenses is available on the User's account.

13. MaxiEcu undertakes to make every effort to ensure that access to the Services is uninterrupted and uninterrupted, but at the same time is not responsible for any difficulties in access to the Services resulting from technical limitations, cyclical service work, caused by external factors, caused by entities independent of MaxiEcu and /or force majeure.

14. The Service User undertakes to use the Services personally and not to share his/her password and/or login data (this information is confidential). Any actions taken after connecting to the Services on behalf of the User are deemed to have been taken personally by the User, who bears full responsibility for their consequences. Each User Account should be assigned to a natural person and in the case of use as part of a business, a natural person should be designated to represent it.

15. In the event of a change of the User indicated as the owner of the interface with a given ID/serial number associated with the MaxiEcu 3 license, the User must report the new User's data to MaxiEcu via the appropriate form in the User's account.

16. MaxiEcu does not participate in any purchases and sales, exchanges or any other transactions offered by the User. Offers created by the User do not constitute an offer of MaxiEcu, do not create any obligations or otherwise bind MaxiEcu.

Intellectual property rights 1.

MaxiEcu retains all title and copyright (without territorial restrictions) to all materials available on the Services.

2. The User may not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying concepts and algorithms, modify, translate or adapt, or create based on them derivative works, (b) rent, lease, distribute, sell, resell, dispose of or otherwise transfer the Software or any copies thereof (excluding formal notification of User's change), (c) timeshare or otherwise make the Software available enable any natural or legal third party to benefit from it; (d) remove any intellectual property notices from the Software or Documentation or attempt to circumvent any protection against reproduction contained in the Software; (e) use the Software for purposes unrelated to its intended purpose; (f) use the Software for any purpose that is illegal, prohibited or infringes the rights of any third party.

3. The intellectual property rights to the content generated when using the Services belong to MaxiEcu. By using the Services, the User confirms that he/she understands and agrees that all related intellectual property rights related thereto are transferred indefinitely and free of charge to MaxiEcu.

Safety 1. By

using diagnostic functionalities under the MaxiEcu 3 license, you confirm your awareness and understanding that the use of the functions may affect the vehicle's electronic and technical systems. All liability and risk of any impact on the functioning of the vehicle resulting from the use of the equipment and MaxiEcu 3, including, but not limited to, impact on the functioning of safety systems, rests solely with the User.

2. Improper use of the MaxiEcu 3 function may cause damage to your property, health or life or that of third parties. Do not use if you do not understand, anticipate and/or are not willing to experience the effects that may be caused by the use of certain features.

3. MAXIECU SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT LIABILITY FOR PENETICAL OR NON-PUNITARY DAMAGES CAUSED OR MAY ARISE TO YOUR OR THIRD PARTY'S PROPERTY, HEALTH OR LIFE AS A RESULT OF THE USE OF MAXIECU 3 HARDWARE OR SOFTWARE.

4. MAXIECU SHALL HAVE NO DIRECT OR INDIRECT LIABILITY FOR ANY WARRANTY REGARDING THE VEHICLE, ITS SEPARATE SYSTEMS OR PARTS, OR FOR THE INVALIDITY OF SUCH WARRANTY RESULTING FROM THE USE OF MAXIECU EQUIPMENT OR SOFTWARE.

5. In any case, MaxiEcu's liability arising from or related to the Services offered is limited to the maximum amount you have paid to MaxiEcu for the use of the Services.

6. For your own safety, MaxiEcu warns against using the Services while driving. MaxiEcu is not liable and will not indemnify any damage resulting from failure to comply with this provision.

Final Provisions

1. All provisions of these Regulations, regardless of their language, are binding on the User of MaxiEcu Services.

2. If you access the Services as a User, these Regulations do not limit or waive the rights guaranteed by applicable law.

3. In all aspects arising from the use of the Services and these Regulations, the law of the Republic of Poland applies.

4. Any disputes arising from the provision of the Services or these Regulations will be resolved through negotiations, and if no agreement is reached, the disputes will be resolved before the court having jurisdiction over the registered office of MaxiEcu.

5. If any provision of these Regulations becomes invalid, in part or in whole, it shall not render the remaining provisions of the Regulations ineffective.

6. A change of the registered office and/or registration data other than the NIP does not require changing and/or updating the Regulations and does not affect the validity of the provisions of the Regulations and does not require separate notification.

7. MaxiEcu may at any time transfer its rights and obligations arising from the use of the Services and Regulations to third parties without the need to notify separately.

8. MaxiEcu has the right to change these Regulations at any time without prior notice. The changes will enter into force upon publication.

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