rev. 11/2024

End User License Agreement

Read carefully before you start using My Genius.
The use of the product shall involve the complete acceptance of this end user agreement in all its sections.

End User License Agreement for My Genius between Dimsport Srl ("Dimsport") and the Buyer ("Buyer")

GRANT
With selling of My Genius Dimsport, subject to the provisions contained herein, grants you a nonexclusive license to use its accompanying proprietary software product and associated documentation ("Software") free of charge pursuant to the terms and conditions of this Agreement.

HARDWARE, SOFTWARE AND DOCUMENTATION
Dimsport shall furnish the software/firmware and all related documentation to you electronically (by USB or alternative support) together with My Genius.
This license does not grant you any right to any enhancement or update to the hardware, software and documentation.

TITLE
Title, ownership rights and intellectual property rights in and to the hardware, software and documentation shall remain in Dimsport Srl and/or its suppliers, intellectual property rights in and to the hardware shall remain in Dimsport Srl and its suppliers.
Software and hardware are protected by the copyright laws of the Italy and international copyright treaties.

WARRANTY
Except for any specific warranty, conditions or imperative declarations that cannot be excluded or limited by the law applicable in the jurisdiction of the user, the software/firmware is provided by Dimsport Srl on an ""AS IS"" basis, defects included. It excludes then whatever warranty, condition or declaration of any kind expressed, included or provided by the law, common law or habit including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement.
The entire risk as to the quality and performance of the software is borne by the user. Should the software prove defective, you, and not Dimsport Srl assume the entire cost of any service and repair.
The hardware is provided with warranty of one year only and exclusively against defects of manufacturing and/or assembling that can be ascribed to Dimsport Srl. This warranty is valid exclusively in those countries where a warranty is expressly required by a binding national law, and only if the hardware is utilised according to the procedures described and respecting the technical specifications provided by Dimsport Srl with the instructions and technical documentations.
In any other case, claims concerning defects, irregular or inadequate workings shall be called directly to the seller who provides the product.
This disclaimer of warranty constitutes an essential part of the agreement.

Repair work not authorised by Dimsport – tampering
CAUTION! The equipment is sold with tamper-proof seals bearing the wording “WARRANTY SEAL”. Removal, or any attempt of, removal of these seals and/or modification of any part of the hardware or software will entail the forfeiture of any warranty provided on the product by these conditions and suspension of performance of the services scheduled by the contract with the user.

CAUTION! Dimsport may consider the performance of non-authorised work on its hardware and/or removal of the seals as attempts at tampering aimed at violation of the current laws concerning protection of industrial and intellectual property rights, reserving the right to inform the competent authorities of said actions. In this case the author of said actions may not plead good faith in his/her defence.

REMEDIES

To obtain the recognition of the warranty as described in the previous clause, the Buyer shall provide Dimsport, within the term of 10 (ten) days, with a detailed description in writing about the problem occurred. Shall the defects of manufacturing and/or assembling be proved to be ascribed to Dimsport Srl, the Buyer will have the possibility to claim for the substitution of the product with another identical or – if not available anymore – similar in price and/or performance at the discretion of Dimsport Srl, without additional costs or charges for the shipment.

In these cases, the Buyer will receive the new product only after returning the defective product at his own expenses, and after the confirmation by Dimsport Srl about the presence of the defects claimed.

CONDITIONS AND LIMITATIONS OF WARRANTY

Dimsport Srl will be free from any responsibility with regards to damages and/or injuries, delayed or missed earnings of any kind caused using its products. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall Dimsport Srl or its suppliers resellers, or licensees be liable to Buyer or any other person for any direct, indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, stoppage, car failure or malfunction, or any and all other commercial damages or losses, even if Dimsport shall have been informed of the possibility of such damages, or for any claim by any other party.

Furthermore, under no circumstances shall Dimsport Srl be considered responsible towards the Buyer, their representatives or any entitled parties, for an amount higher than the price paid by the Buyer for the product My Genius itself.

WARNINGS

The use of the product My Genius 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 the product could determine the decadence of the official warranty supplied by the manufacturer/dealer.

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

The product may 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 prudence is therefore required in the vehicle driving after the intervention

The product is conceived and manufactured for sporting uses at racing tracks only.

Under no circumstances the product My Genius shall be used to violate or trick any national laws of the Country where the product will be used. Any violation of this rule will consequently terminate the license agreement for My Genius.

MISCELLANEOUS

This Agreement represents the complete and exclusive statement of the agreements concerning this license between the parties. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting this Agreement.

TERMINATION

This agreement shall automatically terminate upon failure by you to comply with its terms, in which case you shall immediately discontinue the use of the product and shall within ten (10) days return to Dimsport.