

## **END USER LICENSE AGREEMENT AND TERMS OF USE**

Please scroll down and read this End User License Agreement and Terms of Use before using the Akrapovič Car SoundKit App for iPhone (the "Application"). This is a legal agreement between you and Akrapovič d.d., Malo Hudo 8a, 1295 Slovenia, EU (hereinafter referred to as either "Akrapovič", "we", "us" or "our") regarding the Application You have chosen to download from Apple Inc. (the "Agreement"), whereas Apple Inc. ("Apple") is not a party to this Agreement. By clicking "agree", checking the box or by downloading, using or copying the Application, you are agreeing to the present Agreement. If you do not or cannot agree to the terms of this Agreement, you cannot use the Application and please do not download or use it in such case.

This Agreement incorporates by reference our Privacy Policy (the "Privacy Policy") available at [www.akrapovic.com/docs/SoundKitCar/iOSPrivacyPolicy.pdf](http://www.akrapovic.com/docs/SoundKitCar/iOSPrivacyPolicy.pdf), the Instruction Manual for the Akrapovič Sound Kit for Cars, available at [www.akrapovic.com/docs/SoundKitCars/InstructionManual.pdf](http://www.akrapovic.com/docs/SoundKitCars/InstructionManual.pdf), the iTunes Store Terms and Conditions <http://www.apple.com/legal/internet-services/itunes/> (the "iTunes Terms and Conditions") and the Apple Licensed Application End User License Agreement (the "Apple EULA") available at <http://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/>). The iTunes Terms and Conditions and the Apple EULA apply insofar as they do not contradict this Agreement; in such case, the provisions of this Agreement shall prevail. Upon valid acceptance of this Agreement, you agree and understand that you are bound by these Terms of Use, the Privacy Policy, the iTunes Terms and Conditions and the Apple EULA.

### **Use and Contents of the Application**

This Application may be used to operate the Akrapovič Sound Kit for Cars ("the Sound Kit"). The Application, together with the Sound Kit enables owners of selected Akrapovič car exhausts to control the sound of the system from the cockpit of their vehicle. With the use of a receiver to drive the actuators that open or close the valves at the end of the exhaust system, you can use the Akrapovič Car SoundKit App to regulate the valves. By using the Application you can easily switch between the quiet mode and a sportier sound.

Apart from the above-referenced functionalities, the Application does not contain any other content and is only recommended to be downloaded if you have an Akrapovič exhaust system and the Sound Kit installed.

The Application is only functional if installed on iPhones with characteristics, listed in the application installer. Please check the application installer list in order to verify the compatibility of your iPhone and the Application.

Please refer to the [Instruction Manual for the Akrapovič Sound Kit for Cars](#) for the entire contents and the instructions on how to use the Application.

### **Application Use Requirements**

As the Application is intended for regulation of the Sound Kit, you must have an Akrapovič exhaust system as well as the Sound Kit properly installed prior to the use of the Application.

Before using the Application, it must be paired with the Sound Kit's receiver. Please follow the instructions for pairing the Sound Kit with the Application as shown in the Application and/or [the Instruction Manual for the Akrapovič Sound Kit for Cars](#).

The Application – Sound Kit pairing process requires entering of the PIN pairing code, permanently written on the Sound Kit's receiver and indicated on the back cover of [the](#)

[Instruction Manual for the Akrapovič Sound Kit for Cars](#). Please keep the PIN pairing code for future reference, since the Application cannot be paired with the Sound Kit without it, nor can it be replaced on demand.

The Application can be paired with Sound Kits for more than one vehicle.

The Sound Kit may alternatively be operated by the Sound Remote Controller. Sound Remote Controller will not function, if the Application is connected. Please turn off the Application if you desire to use the Sound Remote Controller instead.

The Application and the Sound Kit are based on wireless technology. An iPhone and wireless connection are required for use of the Application. If the wireless connection is lost while driving or the Application is closed, the exhaust system's valves will remain in the last activated mode until the car engine is switched off. At the next engine start, the default mode of the Sound Kit (»closed«) shall be applied.

You provide the Akrapovič exhaust system, the Sound Kit, iPhone and wireless connection or any other hardware or equipment necessary to enable you to use the Application at your responsibility and cost.

No registration is required for you to download and/ or use the Application. By means of this Agreement, you agree to use the Application in compliance with all applicable laws as well as the applicable usage rules included in the iTunes Terms and Conditions. By downloading and/ or using the Application, you confirm that you are at least 18 years old and that (i) you are not located in a country that is subject to a U.S. Government/EU embargo, or that has been designated by the U.S. Government/EU as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list/EU of prohibited or restricted parties.

### **Safety Warnings**

**Road Safety and Compliance:** To avoid accidents please use the Application for regulation of the Sound Kit system responsibly, safely and always obey local traffic rules. Use of the Sound Kit may affect the exhaust system's compliance with the legal requirements, such as exhaust system's air and/or noise emissions. It is your responsibility to make sure that the Sound Kit is used in accordance with all relevant laws and regulations.

Use of the Application while driving may cause distraction, so avoid operating the Akrapovič Sound Kit in circumstances that prevent you from focusing on safe driving.

Note that using the Sound Kit (changing between the open and closed mode) influences the engine response and torque generated, causing certain changes in the vehicle response; therefore do not use the Akrapovič Sound Kit system in poor weather conditions. When using the Akrapovič Sound Kit, always consider the road and traffic conditions.

Use of the Application by persons other than driver (in particular children) and consequently unexpected changes between the open and closed mode in uncontrolled circumstances may take drivers by surprise, endangering the safety of the passengers in the vehicle and/or other road users or cause interference-related malfunctions. Refer to the Interference section below.

**Interference:** All wireless devices are susceptible to or may cause interference.

Do not use the Application in environments, where such interference might cause malfunction of machines/devices and/or endanger lives of others (e.g., in airplanes, in hospitals, or near medical equipment or implanted medical devices) as well as in places where the use of wireless devices is prohibited or restricted.

**Child Safety:** The Sound Remote Controller should be kept out of reach of children, because it contains small parts. The Application should not be operated by children – please refer to the Road Safety section above.

### **License Grant**

We grant you a limited, terminable, non-sublicensable, non-transferable, non-exclusive license to install and use the Application on the iPhone that you own or control solely for your personal use and as permitted by the iTunes Terms and Conditions. This Agreement will also govern any software upgrades replacing or supplementing the original Application provided by us, unless such upgrades are subject to a separate license. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

### **Restrictions of the License**

You may not distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy (unless explicitly permitted by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the Application, any updates or any part thereof (except if permitted by applicable law or by licensing terms governing the use of any open sourced components included with the Application).

You may not separate any individual component of the Application for use on another device or computer, may not transfer it for use on another device or computer or use it, or any portion of it, over a network, and may not sell, rent, lease, lend, distribute, or sublicense or otherwise assign any rights to the Application in whole or in part.

### **Intellectual Property Rights**

All contents included in the Application, including but not limited to the text, graphics, images, photographs, files (video, sound, animation or other) and their layout are subject to protection under copyright, industrial property and/ or other rights. The trademarks, including corporate logos and emblems, represented in the Application are subject to copyright, as well as trademark rights of Akrapovič, its licensors or third persons authorizing Akrapovič to use them.

Neither the sale or transfer of iPhone to you, nor the license of the Application to you, transfers to you the title to or ownership of any intellectual property rights of Akrapovič or its licensors, as well as it does not grant you any right to use the trademarks, service marks or logos of Akrapovič or its licensors. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on the Application. Any reproduction, technical or other manipulation, translation, or other use of the materials in the Application is prohibited without an explicit prior written consent of Akrapovič.

### **Product Claims**

Any claims of you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation should be addressed to us and not Apple.

### **Indemnification**

Any claim brought against you alleging that the Application or your possession and use of the Application breaches any third-party intellectual property rights, shall be defended or settled at our own expense and option, provided you promptly notify us about the claim, that you allow us to have sole control of the defense and settlement of such claim and that you provide us with reasonable assistance in connection thereto. We, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of such claims.

Akrapovič will not be liable for any infringement that is a result of modification of the Application by anyone other than us or combination of the Application with other software, items or processes not furnished by us.

The foregoing provisions of this section state the entire liability and obligations of Akrapovič, and the exclusive remedy of Akrapovič, with respect to any actual or alleged infringement of any intellectual property right.

### **Management of the Application**

Without limiting any other provision of this Agreement, we reserve the right to modify, suspend, or discontinue the Application, in whole or in part, at any time at our sole discretion and without notice or liability, and without any indemnification or remuneration.

### **Disclaimer of Warranty**

You expressly acknowledge and agree that use of the Application is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. The Application is provided "as is" and "as available" with all faults and without warranty of any kind. To the extent permitted by law, Akrapovič, its licensors, distributors, agents and dealers hereby disclaim all warranties, whether express, implied or statutory, including without limitation, warranties that the Application is free of defects, merchantable, fit for a particular purpose, accurate and non-infringing. You bear the entire risk as to selecting the Application for your purposes. Akrapovič, its licensors, distributors, agents and dealers do not warrant against interference with your enjoyment of the Application, that the functions contained in, or services performed or provided by, the Application will meet your requirements, that the operation of the Application or services will be uninterrupted or error-free, or that defects in the Application, Akrapovič services or Akrapovič site will be corrected. No oral or written information or advice given by Akrapovič shall create a warranty. If the Application, Akrapovič site or services are defective, you assume the entire cost of all necessary servicing, repair or correction. This limitation will apply notwithstanding the failure of essential purpose of any remedy.

In case the competent jurisdiction does not allow the exclusion or limitation of implied warranties, this disclaimer applies to you to the greatest extent permitted by law.

In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application.

### **Limitation of Liability**

Except as required by law, Akrapovič, its distributors, directors, licensors, agents and dealers will not in any case be liable for any indirect, special, incidental, consequential or exemplary damages arising out of or in any way relating to this Agreement or the use of or inability to use the Application, including without limitation, damages for loss of goodwill, work stoppage, lost profits, loss of data, vehicle breakdown or malfunctioning and computer/ iPhone failure or malfunction, even if advised of the possibility of such damages. Except as set forth in section "Indemnification", the collective liability of the said persons under this Agreement will not exceed USD 50,00.

In case the competent jurisdiction does not allow the exclusion or limitation of incidental, consequential or special damages, this exclusion and limitation applies to you to the greatest extent permitted by law.

### **Modifications**

We may need to modify this Agreement from time to time for various reasons and you should regularly review our End User License Agreement and Terms of Use, as well as our Privacy Policy to ensure that you are informed of any changes. Your continued use of the Application shall be deemed acceptance thereof.

### **Third Party Beneficiary**

By entering into this Agreement, you acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

### **Termination and Survival**

Your rights under this Agreement will automatically terminate if you fail to comply with any term of this Agreement. In such case, you must cease all use of the Application, and we may immediately revoke your access to the Application without any refund of any fees. In case of termination, all provisions of the Agreement except the ones under the title "License Grants" will survive termination and continue in effect.

### **Governing Law and Jurisdiction**

Any disputes between you and us arising from this Agreement shall be resolved under the substantive law of the Republic of Slovenia, Europe.

Any disputes between you and us shall be submitted to the exclusive jurisdiction of the courts in Ljubljana, Slovenia, Europe. Notwithstanding the above, in case Akrapovič is the claimant, it has the choice to submit the dispute to the competent court having jurisdiction over you.

### **Entire Agreement and Severability**

This Agreement constitutes the entire agreement between you and us regarding the use of the Application and supersedes any prior understandings and agreements between you and us related to the subject matter.

Nothing contained in this Agreement is construed as requiring the commission of any act contrary to law. In case of a conflict between the provision of this Agreement and any present or future regulation, contrary to which the parties have no legal right to contract, the latter shall prevail but in such event the provision of this Agreement shall be limited only to the extent necessary to bring it within the requirement of the law. In the event that any part of this Agreement shall be held indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof and the Agreement shall continue in full force and effect.

### **Non-Waiver**

Our failure to require performance of any provision of this Agreement shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

### **Assignment**

You may not assign your rights under this Agreement to any third party. We may assign your rights under this Agreement without condition.

### **Questions, Comments, Contact Information**

Any questions, comments or claims you may have in relation to the Application or your use thereof, should be addressed to us, and you may contact us at:

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