

# SPECIAL CODE

## REQUEST FOR THE SPECIAL FUNCTIONS WEB ACTIVATION (“WEB SPECIAL CODE”)

SPECIAL CODE\_INGLESE\_09/2021

To: TEXA SpA

On behalf of the company I represent, I hereby request the authorisation to access the particular functions for programming, configuration, adjustment and fault warning light resetting, which are protected (hereinafter referred to as “SPECIAL FUNCTIONS”), related to the TEXA programs installed on the diagnostic tool I purchased.

I declare to have read, understood and agree to fully accept the GENERAL RULES stated below.

I undertake to use the SPECIAL FUNCTIONS in compliance with the provisions of said RULES.

### THE COMPANY AND ITS LEGAL REPRESENTATIVE (HEREINAFTER REFERRED TO AS “THE APPLICANT”)

COMPANY NAME	
ADDRESS (STREET)	
ADDRESS (TOWN/CITY)	PROVINCE/COUNTY
NAME/SURNAME OF LEGAL REPRESENTATIVE	
HOME ADDRESS (STREET)	
ADDRESS (TOWN/CITY)	PROVINCE/COUNTY

### IDENTIFICATION OF THE DIAGNOSTIC TOOL (HEREINAFTER REFERRED TO AS THE “TOOL”):

TYPE OF TOOL					
SERIAL NUMBER					
ENVIRONMENT BEING USED	CAR <input type="checkbox"/>	TRUCK <input type="checkbox"/>	OHW <input type="checkbox"/>	BIKE <input type="checkbox"/>	MARINE <input type="checkbox"/>

DATE, COMPANY STAMP AND APPLICANT'S SIGNATURE	DATE, RETAILER'S STAMP AND SIGNATURE <i>Certifying the accuracy of the above data</i>
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**This document in its original form must be returned via mail as soon as possible to  
TEXA S.p.A. - Via 1 Maggio, 9 - 31050 Monastier di Treviso (TV) - ITALY**

# SPECIAL CODE

## GENERAL RULES

### 1 - APPLICANT'S DECLARATION

The APPLICANT requesting the WEB SPECIAL CODE declares under her/his own responsibility:

- a) to be aware of the fact that the self-diagnostic programs contained within the TOOL can provide access to the specific functions for programming, configuration, adjustment and the fault warning light resetting that may concern the electronic systems (engine, comfort, safety and drive assist system) being tested (hereinafter "SELF-DIAGNOSTIC FUNCTIONS") and that these SELF-DIAGNOSTIC FUNCTIONS can influence and modify the behaviour of the vehicle components that are subject to electronic control;
- b) to be aware of the fact that in order to use these SELF-DIAGNOSTIC FUNCTIONS, all the instructions, procedures and phases described in the PROGRAMS and in the TOOL user manual must be followed carefully;
- c) to be aware of the fact that these SELF-DIAGNOSTIC FUNCTIONS need to be reconfirmed by the user of the TOOL in order for them to be launched. This reconfirmation avoids accidental activation and imposes the user's explicit intent to proceed with the specific SELF-DIAGNOSTIC FUNCTION selected;
- d) to be aware of the fact that replacements or repair work on electronic systems that require/allow the use of the SELF-DIAGNOSTIC FUNCTIONS can be carried out provided:
  1. that the configuration within the original control unit that you wish to replace has been read;
  2. that the type of control unit of the vehicle has been correctly identified and has been compared to the one selected;
  3. that any confidential data, required for specific operations, has been obtained by the owner of the vehicle;
- e) to be aware of the fact that the operations that require the use of the SELF-DIAGNOSTIC FUNCTIONS should NOT be carried out in the following cases: the control unit is seriously damaged making it impossible to retrieve the aforementioned configuration data; the vehicle owner has lost the necessary data; the control unit cannot be identified with certainty or it cannot be matched with the one indicated by the PROGRAM. In such cases these operations must be carried out by an authorised centre, specific for the vehicle make only. Only official authorised centres will be able to retrace or retrieve the information and data needed to properly perform the above mentioned operations;
- f) agrees to accept any responsibility for the use of the SELF-DIAGNOSTIC FUNCTIONS;
- g) to be aware of the fact that some of the SELF-DIAGNOSTIC FUNCTIONS in the TOOLS and PROGRAMS supplied by TEXA S.p.A are protected by a security block. Such functions are defined as SPECIAL FUNCTIONS. In order for them to be accessed, the program requires the activation and authorisation for the SPECIAL FUNCTIONS - through the WEB SPECIAL CODE, granted by TEXA S.p.A. once this document has been signed.

### 2 - ISSUE

The WEB SPECIAL CODE will be granted to the APPLICANT by TEXA S.p.A, at its discretion, based on the specific request made through this document, duly signed and sent to TEXA S.p.A. By activating the SPECIAL FUNCTIONS, TEXA S.p.A informs the APPLICANT that his/her request has been accepted.

### 3 - USE

The WEB SPECIAL CODE enables the APPLICANT to use the SPECIAL FUNCTIONS of the PROGRAMS. The APPLICANT is responsible for their use and frees TEXA S.p.A. from any demands of compensation for damage caused by the use of the SPECIAL FUNCTIONS. In particular, the APPLICANT or personnel working under her/his responsibility, in accordance with the conditions in art.1 point e), will be able to copy control unit data without having to contact authorised centres, only if they have specific technical skills for working on the vehicle at hand, having attended specific training courses, having understood that TEXA S.p.A cannot, under any circumstances, be held responsible for damages caused by copying carried out incorrectly or negligently. The TOOL that is enabled with SPECIAL FUNCTIONS can only be used by the applicant or personnel working under his/her responsibility.

Once the WEB SPECIAL CODE has been sent, the use of the SPECIAL FUNCTIONS represents the acceptance of the conditions and norms within this document.

### 4 - CHANGES IN TERMS AND CONDITIONS

TEXA S.p.A. reserves the right to modify the regulations contained herein without prior notice. TEXA S.p.A may give notification of changes to current regulations via a simple written notice, as well as via e-mail; the changes stated within the notice will become effective as of the date indicated in the notice itself.

### 5 - SAFETY STANDARDS

The APPLICANT is responsible for the safeguarding of the tool for which the WEB SPECIAL CODE was requested and granted with the authorisation for the SPECIAL FUNCTIONS. The APPLICANT must take all the appropriate measures to keep the TOOL enabled with the WEB SPECIAL CODE safe. In the event of loss or theft, the APPLICANT must inform TEXA S.p.A immediately.

### 6 - FURTHER APPLICANT OBLIGATIONS

The APPLICANT undertakes, on behalf of her/himself and her/his company, her/his collaborators and employees, to fulfil all obligations stated in this document. The APPLICANT undertakes to reactivate the SPECIAL FUNCTIONS block in order to prevent their use in the event of sale or transfer of the tool to others. The APPLICANT must inform TEXA S.p.A. should she/he terminate her/his business or transfer it to third parties, or should bankruptcy proceedings be started against her/him.

### 7 - RESPONSIBILITY

In accordance with the conditions stated in the previous articles, the APPLICANT is fully responsible for the use of the SELF-DIAGNOSTIC FUNCTIONS, of the SPECIAL FUNCTIONS and, in general, of the use of any tool and of any software program sold by TEXA S.p.A. and by TEXA's authorised dealers and purchased by the APPLICANT. THE APPLICANT commits to indemnify and to not hold TEXA S.p.A. and its authorised dealers responsible for damage arising from improper or negligent use, or use that does not comply with the instructions, procedures and phases provided in the programs and instruction manuals of the tools sold by TEXA S.p.A. and its authorised dealers and purchased by the APPLICANT.

### 8 - APPLICABLE LAW AND COMPETENT COURT

These regulations are subject to the Italian law; should any controversy arise, Treviso will be the sole competent court of jurisdiction.

### 9 - PROCESSING OF PERSONAL DATA

The personal data provided by the Customer for activation of the Services covered by this Contract is processed in compliance with the Personal data protection code (Legislative Decree no. 196/2003) as amended by the Legislative Decree no. 101/2018 and Regulation (EU) 2016/679 - General Data Protection Regulation (hereinafter referred to as "GDPR"), with suitable methods to ensure security and confidentiality. The Customer's personal data will be processed for purposes relating to the provision of the Services and, subject to their consent, for additional purposes, as specifically indicated by TEXA in the privacy policy made available to the Customer. At any time, the Customer has the right to access the Data relating to them and exercise the rights referred to in articles 12, 15 to 22 of the GDPR, by contacting the Data Protection Officer (DPO) of TEXA S.p.A. at the following e-mail address: [privacy@texa.com](mailto:privacy@texa.com). For further information on the use of their personal data, their rights and to read the full text of the policy, the Customer can refer to the TEXA website at the address [www.texa.it/privacy](http://www.texa.it/privacy).

STAMP AND SIGNATURE OF APPLICANT

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According to art. 1341 of the Italian Civil Code, the following articles are specifically approved:

1 - APPLICANT'S DECLARATION; 2 - ISSUE; 3 - USE; 4 - CHANGES IN TERMS AND CONDITIONS; 5 - SAFETY STANDARDS; 6 - FURTHER APPLICANT OBLIGATIONS; 7 - RESPONSIBILITY; 8 - APPLICABLE LAW AND COMPETENT COURT; 9 - PROCESSING OF PERSONAL DATA.

STAMP AND SIGNATURE OF APPLICANT

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