

Please scroll down and read this End User License Agreement and Terms of Use in its entirety before using the REMUS SOUND CONTROL App for iPhone (herein after referred to as either the "Application" or „SOUND CONTROL“). This is a legal agreement between you and REMUS Innovation Forschungs- und Abgasanlagen Produktions GmbH, registered in the Austrian company register under No. 240398 b and situated in Dr.-Niederdorfer-Straße 25, 8572 Bärnbach, EU (herein after referred to as either "REMUS", "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 are not permitted to download or use it in such case.

## 1. General Provisions

This Agreement incorporates the Instruction Manual for the REMUS SOUND CONTROLLER, available at <https://www.remus.eu/sound-control-app>, 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. If any provision of this Agreement is or becomes illegal, invalid or unforceable in any jurisdiction, the respective provisions of the Apple EULA shall apply. Upon 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.

## 2. Use and Contents of the Application

2.1. This Application may solely be used to operate the REMUS SOUND CONTROLLER. You can use all functions of the Application only if there is fully functioning connection with the REMUS SOUND CONTROLLER. Downloading the Application does not obligate us to deliver a REMUS SOUND CONTROLLER. Acquiring and/or ordering the REMUS SOUND CONTROLLER causes additional expenses.

2.2. Only together with the REMUS SOUND CONTROLLER the Application enables owners of selected and limited REMUS car exhausts and exhausts systems to control the sound of the system from the cockpit of their vehicle by using the Application. By using a receiver to control the actuators to open or close the valves fixed at the end of the exhaust system the Application can be used to regulate the valves. Thereby owners can switch between different sound modes that are predetermined in the Application.

Beyond the above-referenced functionality, the Application does not contain any other functions. We recommend to download the Application only if you have a REMUS exhaust system, that is eligible for the REMUS SOUND CONTROLLER, and if you have the REMUS SOUND CONTROLLER installed.

2.3. We recommend to refer to the Instruction Manual of the REMUS SOUND CONTROLLER for the entire contents and the instructions to be able to use the Application properly, accurately and to its full extend.

## 3. Application Use Requirements

3.1. As the Application is developed and intended for adjusting the REMUS SOUND CONTROLLER, you must install a REMUS exhaust system, that is eligible for the REMUS SOUND CONTROLLER. Furthermore, the REMUS SOUND CONTROLLER must be properly installed prior to the use of the Application. We recommend installing the REMUS SOUND CONTROLLER by making use of a professional.

3.2. The Application and the REMUS SOUND CONTROLLER are using Bluetooth wireless technology. An iPhone/iPad/iPod touch and Bluetooth wireless connection are required for the Application. Restrictions regarding versions of Bluetooth may apply. If the Bluetooth wireless connection is lost while driving and using the Application or the Application is closed, the exhaust system's valves will remain in the last activated mode until the car engine is switched off. We recommend considering the detailed descriptions in the Instruction Manual before and while using the Application.

3.3. You provide the REMUS exhaust system, the REMUS SOUND CONTROLLER, iPhone/iPad/iPod touch and Bluetooth wireless connection or any other hardware or equipment, that is necessary to use the Application, at your own responsibility and own costs. We do not take any obligation to update the Application to be used to any hardware. We recommend considering the detailed descriptions in the Instructional Manual regarding the minimum standards for using the full content of the Application before downloading the Application.

3.4. You do not need to register to download and / or use the Application. We reserve the right to introduce a new registration policy. 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.

#### 4. Safety Warnings (Road Safety et al.)

4.1. The REMUS SOUND CONTROLLER and the Application are both not developed for use on public roads. To avoid accidents and other inconveniences only use the Application responsibly and safely. Always follow and obey local traffic rules. The use of the REMUS SOUND CONTROLLER may affect the exhaust system's compliance with local legal requirements, such as (but not limited to) exhaust system's air and/or noise emissions. It is your responsibility to ensure using the REMUS SOUND CONTROLLER and the Application in accordance with all local relevant laws and regulations. Therefore REMUS is not responsible and cannot be held responsible in case the REMUS SOUND CONTROLLER and/or the Application are/is not used in accordance to all relevant laws and regulations.

4.2. Using the Application while driving may cause distraction. We recommend avoiding operating the REMUS SOUND CONTROLLER and/or the Application in circumstances and situations that prevent and/or abstract you or other persons from focusing on safe driving.

4.3. Using the REMUS SOUND CONTROLLER changing between the different sound modes influences the engine response, engine power and torque generated, causing certain changes in the vehicle response. Therefore, do not use the REMUS SOUND CONTROLLER system and/or the Application in poor weather conditions. When using the REMUS SOUND CONTROLLER, always consider the specific road and/or traffic conditions.

4.4 The use of the Application by persons other than the driver (in particular children) resulting in unexpected changes between the different sound modes may take drivers by surprise, endangering and jeopardizing the safety of the driver and other passengers in the vehicle and/or other road users and/or outside traffic participants and/or cause other related malfunctions.

4.5. All wireless devices are prone to or may cause interferences. We recommend not using the Application in any environments, where such interferences are likely and 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. We recommend following all safety instructions given by authorities, security and other responsible staff.

4.6. The Application should not be operated by children.

## 5. License Grant/Restrictions

5.1. The Application is licensed, not sold to you. This license granted to you for the Application is limited to a non-transferable license for a personal use of the Application on any iPhone, iPad or iPod touch that you own or control.

5.2. This license does not allow you to use the Application on any iPhone, iPad or iPod touch that you do not own or control. 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). Any attempt to do so is a violation of the rights of REMUS and its licensors. If you breach this restriction, you may be subject to prosecution and damages. The Agreement will govern any upgrades and/or updates provided by REMUS that replace and/or supplement the original Application, unless such upgrade and/or update is accompanied by a separate license and/or agreement in which case the terms of that Agreement will govern.

## 6. Intellectual Property Rights

6.1. All contents of 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 all corporate logos and emblems, represented in the Application are subject to copyright, as well as trademark rights of REMUS, its licensors or third persons authorizing REMUS to use them.

6.2. Neither the sale or transfer of an iPhone/iPad/iPod touch to you, nor the license of the Application to you, transfers to you the title to or ownership of any intellectual property rights of REMUS or its licensors, as well as it does not grant you any right to use the trademarks, service marks or logos of REMUS or its licensors. You may not remove and/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 REMUS.

## 7. 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 and/or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation shall be addressed to us and not Apple. This provision does not create any liability of REMUS for such claims.

## 8. Privacy

You agree that REMUS may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provisions of software updates, product support and other services to you (if any) related to the Application. REMUS may use this information as long as it is in a form that does not personally identify you to improve its products or to provide services or technologies to you. Eventual collection and use of personal data by Apple, is subject to Apple Privacy Policy, available at <http://www.apple.com/privacy/privacy-policy/>.

## 9. Indemnification

9.1. Any claim brought against your person alleging that the Application and/or your possession and use of the Application breaches any third-party intellectual property rights, shall be defended and/or settled at our own expense and option. This indemnification is only effective, if 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.

9.2. REMUS is not liable for any infringement of third-party rights that result from a modification of the Application by anyone other than REMUS or combination of the Application with other software, items or processes not furnished and/or developed by REMUS.

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

## 10. Update and modification of the Application

We reserve the right to change, suspend, remove, or disable access to any services of the Application at any time without notice and without any compensation and/or damages.

## 11. Disclaimer of Warranty

11.1. You expressly acknowledge and agree that using the Application is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Application and any services performed or provided by the Application are provided "as is" and "as available", with all faults and without warranty of any kind, and REMUS hereby disclaims all warranties and conditions with respect to the Application and any of its services, either express, implied or statutory, including (but not limited to) the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. REMUS does 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, its services or the REMUS website will be corrected. No oral or written information or advice given by REMUS or its authorized representatives shall create a warranty. Should the Application or services prove defective, you assume the entire cost of all necessary servicing, repair or correction.

11.2. Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you. In this case, the above exclusion and limitations should be executed to the greatest extent the applicable law permits.

11.3. 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.

## 12. Limitation of Liability

12.1. To the extent not prohibited by law, in no event shall REMUS, its distributors, directors, licensors, agents and dealers be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever including (without limitation) damages for loss of profits, loss of data, business interruption, vehicle breakdown or any other commercial damages or losses, arising out of or related to your use of the Application, however caused, regardless of the theory of liability

(contract, tort, or otherwise) and even if REMUS has been advised of the possibility of such damages. Except as set forth in section "Indemnification" (9.), the collective liability of the said persons under this Agreement to you for all damages (other than as may be required by applicable law in cases involving personal injury) shall be limited to and will not exceed USD 50,00 (or the equivalent amount in your country's currency).

12.2. Some jurisdictions do not allow the exclusion or limitation for personal injury, or of incidental or consequential damages, so the above exclusion or limitation may not apply to you. In this case the above exclusion and limitations should be executed to the greatest extent the applicable law permits, in particular the liability of REMUS shall be limited to cases of culpable negligence and intention.

### 13. Modifications

From time to time this Agreement needs to be modified for various reasons. We recommend you to regularly review the Agreement to ensure that you are informed of any changes. Your continued use of the Application shall be deemed as an acceptance of any changes of the Agreement.

### 14. 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, and that, 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.

### 15. Termination and Survival

Your rights under this Agreement will terminate automatically without notice from REMUS if you fail to comply with any term(s) of this Agreement. Upon termination of the Agreement and therefore the license you were granted, you shall cease all use of the Application, and destroy all copies, full or partial, of the Application. In this case, we may promptly 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/Restrictions" will survive termination and continue in full effect.

### 16. Governing Law and Jurisdiction

16.1. Any disputes between you and us arising from this Agreement shall be resolved under the substantive law of the Republic of Austria, Europe, without application of any international laws and conflict-of-law regulations.

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

### 17. Entire Agreement and Severability

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

17.2. 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. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect (i) the validity of the Agreement in that jurisdiction of any other provisions of this Agreement, or (ii) the validity or enforceability in other jurisdictions of that or any other provisions of this Agreement.

18. 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.

19. Assignment

You are not entitled to assign your rights under this Agreement to any third party without the prior written consent of REMUS. REMUS is entitled to assign your rights under this Agreement without condition.

Questions, comments, contact information or claims you may have in relation to the Application or your use thereof, shall be addressed to us, and you may contact us at: REMUS Innovation GmbH

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