

# Terms & Conditions of Use

## General conditions for accessing and using Technical Information Site

### 1. Contractual Agreement

**1.1** This Agreement ("Agreement") is drawn up between your company or contractual entity, as specified in art. 2.3, ("Customer") and Fiat Group Automobiles S.p.A. with head office in Turin C.so Agnelli, 200, VAT no. 07973780013 ("FIAT"). The Customer and FIAT shall be collectively referred to as "Parties".

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### 2. Subject of the Agreement and scope of application

**2.1** The subject of the present Agreement is access to the website containing FIAT online Technical Information for Fiat, Lancia, Alfa Romeo, Fiat Professional, Abarth, Special Series ("Brands") vehicles and the services Website [www.technicalinformation.fiat.com](http://www.technicalinformation.fiat.com) ("Website"), and use of the Technical Information and Services therein ("Services") according to the conditions defined below.

**2.2** Technical Information means that defined in art. 6 (2) of European Regulation 715/2007 EC. In particular, the term includes all information supplied to Authorised Repairers for repairing or maintaining Fiat, Lancia, Alfa Romeo, Fiat Professional, Abarth and Special Series vehicles that Fiat Group Automobiles S.p.A. ("Fiat") or parties connected to it may introduce onto the market. Particular examples of Technical Information include software, error codes and other parameters, together with respective updates, needed to restore, reflash, reset, reinitialise or carry out other jobs on electronic control units (ECUs) of the vehicle with the objective of restoring the settings recommended by Fiat, or in case of replacement to re-enter such settings; vehicle identification methods; spare part catalogues, including spare part codes, descriptions, price lists and illustrations; technical solutions deriving from practical experience and related to problems typically related to a given model or batch of vehicles; information on recall campaigns and other information related to repairs which must be carried out by the authorised network at Fiat's expense. Access to equipment includes access to electronic diagnostic tools (e.g. wiTECHPlus) and other repair instruments, including respective software and periodical updates, and after-sales services which refer to such instruments.

**2.3** The material on this Website can be browsed online after payment by credit card as defined in art. 4.2.

**2.4** Beside the members of the Authorised Dealer network, the website may only be accessed by motor vehicle repair and maintenance service providers (companies or individuals), companies either directly or indirectly involved in vehicle repair and maintenance, in particular independent repairers, manufacturers or distributors of repair tools and equipment, independent spare part distributors, technical information publishers, automobile clubs, roadside assistance operators, operators offering MOT test services, repair personnel training operators, alternative fuel device manufacturers and technicians and diagnostic and test instrument manufacturers.

**2.5** By registering on the Site, the Customer consents to the terms and conditions laid down in this Agreement.

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### 3. Registration

**3.1** To allow access and use of the Site, Customers must register by completing the registration form that appears on the Site and accepting this Agreement unreservedly after familiarising themselves with it. The registration form shall be compiled fully, truthfully and in good faith. FIAT reserves the right to suspend access to the Site permanently without notice if the Customer in question provides incomplete or inexact information or is not included amongst the entities set out in art. 2.4 above.

**3.2** Registration requires release by the Customer of key information on: personal details, personal contact details – including an e-mail address – and other information required for a successful registration or, where authorised, the sending of marketing information.

**3.3** After supplying and validating the requested information, the Customer will receive a username and password at the e-mail address supplied. This information may be used to set a password for access to the Site and the available Services (note, only one username will be created for each e-mail address.)

**3.4** Information on personal data processing is given in the section: Privacy.

**3.5** The Customer is solely and uniquely responsible for his password and his username and also for use of and access to the Site as a result of their use.

**3.6** The Customer must procure, at their own expense, the equipment, software and telecommunication services needed to access the Website and use the Services. The Customer must immediately inform FIAT in the case of unauthorised use of their password and immediately log off the Website in this case.

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### 4. Costs for use of the Site

**4.1** The Website session time and respective prices are provided in detail on the Website. The subscription permits access

to information on the five brands: Lancia, Fiat, Alfa Romeo, Fiat Professional, Abarth. Single brand and multi brand subscriptions are available, as shown in the table. Taxes are calculated based on the country of residence, indicated by the Customer during registration. The spare parts catalogue may also be purchased on DVD from the specific online catalogue, except for Special Series.

Spare parts catalogue DVD € 68.09 (including shipping)

**4.2** The session with the times indicated in the table above can be activated directly from the Website by selecting the "BUY online" option and paying online by CREDIT CARD.

**4.3** The X-PAY CartaSi payment system.

Technical Information uses the X-PAY CartaSi Service for on-line payment of purchased Services.

After browsing the virtual shop and entering all the information in the order form, the Customer will be asked to provide credit card details for payment as follows:

- A.** The connection will be transferred from the Site directly to a secure X-PAY CartaSi server. The presence of a secure environment will be indicated by a closed padlock or a key in the bottom Browser bar.
- B.** The system will request confidential information on Customer details and the card number, type and expiry date of the credit card used for payment. Credit card data will be managed and identified solely by X-PAY CartaSi, and FIAT will not have access to this type of data.
- C.** The purchase amount will be automatically transferred from the shopping cart to X-PAY CartaSi, calculating any taxes, where applicable.
- D.** X-PAY CartaSi will use the information obtained to make a POS transaction via the interbank system, obtaining a payment confirmation or rejection in response. If the system validates the payment, the Customer will be charged for an amount equivalent to the purchase. Otherwise the transaction cannot continue unless another payment method is used.
- E.** When payment is confirmed, the Customer will receive an order summary email and payment receipt confirmation and will be provided with the identification data required to activate the Service.
- F.** When the operation is complete, the X-PAY CartaSi system will disconnect and the Customer will return automatically to the Technical Information Site.

For more information, consult the website [www.cartasi.it](http://www.cartasi.it)

**4.4** The session will start at the login date and time, irrespective of the registration date. For example, if after registration the Customer connects for one hour at 10:18, the session will end at 11:18 on the same day, local time, regardless of the actual browsing and/or connection time. The Customer must therefore determine whether the flat rates indicated in the table are appropriate to their needs with regard to the nature of the technical information required and the agreed browsing terms.

For online vehicle ECU and/or electronic component reflashing/configuration service, the session will start on the date and time of service activation, irrespective of the registration date.

After registration, the Customer can activate the service which will end when the operation is successfully completed, irrespective of the actual connection time.

The Customer must therefore correctly determine the suitability of their available infrastructure (PC, software, network speed, modem, connections) and whether the rates indicated in the table are appropriate to their needs, with regard to the nature of the requested service and the agreed term for using it.

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## 5. Site access

**5.1** Access to the Site is possible from Monday to Friday, except in exceptional circumstances. It is specifically agreed that FIAT may interrupt, limit, suspend, totally or partly ban access to the Site or Services to carry out maintenance or update Services or to resolve technical problems with the server, networks or software, or in the event of breach of contract by an outside Service provider. FIAT may also amend, add or suspend one of the Services at any time and notify Customers accordingly in this event.

**5.2** The Customer shall nevertheless acknowledge that the public nature of the Internet prevents FIAT from ensuring that: i) Customers can gain access to the Site or one of its Services at any time, ii) the access will not be interrupted under any circumstances and, iii) the access will be free of errors.

**5.3** The Customer acknowledges that neither FIAT nor its suppliers are responsible for or bound to pay compensation for damages as a result of the interruption, suspension, amendment or abandonment of the Site or one of its Services.

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## 6. Intellectual property rights

**6.1** All texts, drawings, images, graphics and other material on the website or on DVDs are the intellectual property of Fiat, its associated or affiliated companies and its licensees. Fiat and its associated or affiliated companies retain all rights relating to the selection, organisation and management of website material.

**6.2** All the registered trademarks shown on the website or on the DVDs are subject to sole property rights for trademarks registered in the name of Fiat or of its associated or affiliated companies. The unauthorised use of any registered trademark displayed on this website is absolutely forbidden.

**6.3** The Site, including all its material, is protected internationally by the laws applicable from time to time on intellectual property rights and rules for their use whether or not a declaration on the said rights covering the materials is present on the Site. The Customer undertakes to respect all international intellectual property right laws relating to the Site and its use and not to make and to prevent the unauthorised reproduction of material.

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## 7. Guarantees, liability and limited liability

**7.1** The Customer undertakes to respect the provisions of this Agreement, all standards governing activities on the Site and the use of the Services and Technical Information and also all the in-house and international laws in force and applicable to the Customer's activities on the Site, directly or via third Parties.

**7.2** In particular, the Customer agrees:

- not to use the website, the DVDs and the services in a fraudulent, illegal or unauthorised manner;
- not to use the website, the DVDs and the services in breach of current laws on intellectual property, the applicable rules and specifications laid down by Fiat;
- not to use the website in a manner that will disturb or prevent access to other customers;
- not to remove, conceal or damage a copyright statement, trademark or property right statement added to or contained in the website and its services;
- not to allow the unauthorised disclosure or reproduction of part of the website, of DVDs or of information obtained via an intermediary;
- not to authorise access to the website or any of its content, or their use, by means of or for the benefit of third parties;
- not to transfer information obtained by means of the services or relating to them onto other websites;
- to assume responsibility for the security and/or use of their username and password and not to disclose them to third parties;
- to use the website and the DVDs under the terms of this Agreement.

**7.3** FIAT may take all necessary or appropriate measures over the use of the Site and its Services by the Customer, taking into account the circumstances. In particular, FIAT may interrupt, limit, suspend and fully or partly prevent access to the Site or the Services without any notice or compensation if the Customer behaves incorrectly or carries out actions forbidden by current laws or standards or by this Agreement.

**7.4** Fiat shall not be responsible for direct or indirect damage caused to the Customer or to third parties following use or handling of the Technical Information and Services contained in the website or on DVDs. The Customer shall compensate and exempt Fiat from any action, payment or damage compensation request arising out of or relating to actions or omissions of the Customer or arising out of or relating to the use of the website, the DVDs or the services.

**7.5** Fiat makes the website and the DVDs available solely for the purposes of information. As repair and servicing expert of Fiat vehicles, the Customer is responsible for verifying the appropriateness and accuracy of information downloaded from the website or from the DVDs and the manner in which such information is used. Fiat does not guarantee that the information accessible through this website or from the DVDs is accurate, complete or up-to-date, nor that the website or the DVDs or any function or material that they contain is free of defects or errors.

**7.6** Fiat cannot under any circumstances be held responsible for the repair and maintenance operations that the Customer or third parties carry out on vehicles using the Technical Information and/or the services offered by the website or supplied on DVDs, because the executors alone are fully responsible.

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## 8. Agreement duration

**8.1** The duration of this Agreement is indefinite. The Customer may withdraw from this Agreement at any time by means of a written notification to be sent to FIAT by means of signed-for registered mail.

**8.2** The Parties may wind up the Agreement at any time following breach of obligations arising out of the Agreement by one Party.

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## 9. Audit rights

**9.1** FIAT is entitled to carry out periodic auditing of the use of the Site by the Customer under the terms of the confidentiality clauses in this Agreement, to ensure that the Customer respects this Agreement.

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## 10. Site update

**10.1** FIAT reserves the right to amend or update the Site access methods at any time. It is the Customer's responsibility to be aware of the amendments and updates and he shall therefore consult the Site regularly to determine the conditions to be

applied.

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## 11. General provisions

### 11.1 Transfer

The Customer may not transfer any rights or obligations that it has entered into under the terms of this Agreement without prior written authorisation from FIAT.

### 11.2 Waiving of a right

The fact that one party does not apply or delays applying a right, a power or a prerogative recognised in these contractual conditions cannot be interpreted as a waiver of this right, power or prerogative. Waiver of a right is effective only if it is established by a written document signed by the affected party.

### 11.3 Notifications

The fact that one party does not apply or delays applying a right, a power or a prerogative recognised in these contractual conditions cannot be interpreted as a waiver of this right, power or prerogative. Waiver of a right is effective only if it is established by a written document signed by the affected party.

### 11.4 Independence of provisions

The total or partial invalidity or inapplicability of one of the provisions in this Agreement shall not determine the invalidity or inapplicability of the other provisions with regard to laws and standards currently in force.

### 11.5 Force Majeure

In addition to the causes of force majeure normally recognised by the law applied in Italian courts and tribunals, this agreement specifically includes strikes internal or external to the company, bad weather, government and legal restrictions and amendments to marketing methods, computer faults and telecommunications blocks, deterioration of FIAT servers and any other circumstances independent of the wishes expressed by FIAT.

Occurrence of a case of force majeure shall initially suspend the execution of these contractual conditions by law. If, after a period of 3 months, FIAT and the Customer determine the persistence of the case of force majeure, this agreement shall be automatically terminated by law unless a different agreement is drawn up between FIAT and the Customer.

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## 12. Dispute Solving Process

The Parties shall operate in good faith to solve any disputes which could arise with regards to this Agreement. In case of dispute arising from or related to the present Agreement, if the Customer (independent repairer or association of repairers) so requires, Fiat agrees to accept an arbitration mechanism for solving the disputes in accordance with the rules of the Camera Arbitrale Internazionale (International Arbitration Chamber) of Milan via the [risolviOnline.com](http://risolviOnline.com) procedure. The online arbitration process will be conducted with the assistance of an arbitrator of the Member State where the Customer is based in the official language of said Member State. The specific regulations and procedures are described on the <http://risolviOnline.com> website.

The disputes which might be covered by the mediation mechanism are, by way of example and not of limitation, the following: application/interpretation of the Agreement, availability of Technical Documentation (Repair Manuals, Service Time Schedule, Spare Parts Catalogue, Training), completeness of the Technical Documentation, languages in which the Technical Documentation is available, correctness of the Technical Documentation, web site subscription, purchase orders of Technical Documentation and Diagnostic Tools, prices and discounts, payments, web-site services' interruptions/failures (whether attributable to Fiat). The mediation mechanism shall not be applied for disputes not directly connected with the Agreement and with the web site Technical Information such as by way of example and not of limitation: delay in the delivery of Fiat original spare parts and/or tools, delay in the repair of a Fiat vehicles due to a delay in the delivery of Fiat original spare parts and/or tools, warranty and product liability claims concerning a Fiat vehicle, general claims on Fiat vehicle, claims linked to dealers and/or repairers of the Fiat network, claims related to vehicle service assistance.

Unless differently agreed by the Parties, if the Parties have not settled the dispute by mediation within 45 days from when the mediation was commenced, the dispute might be referred to the exclusive competent Courts of Turin. This Agreement shall be governed by and construed under the laws of Italy. The Italian language shall prevail on any translation of the Agreement.

The mediation mechanism is without prejudice to any right of the Client to file an application directly to the exclusive competent Courts of Turin.

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## 13. Special Approval

The customer declares that, after having examined them in line with Art. 1341 of the Italian Civil Code, they specifically approve of the clauses in the following paragraphs:

- art. 2
- art. 5
- art. 7
- art. 8
- art. 11
- art. 12



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