

Terms and Conditions

(Hereinafter referred to as “**Terms**”)

of the **FixWave Automotive Solutions LLC** (hereinafter referred to as “**FixWave**”)

govern your use of FixWave’s Software.

Last updated of the Terms: [4th Sep 2023]

For this Terms:

(i) “**FixWave**”, “**we**”, “**our**”, and “**us**” means the company that is an owner of this Website and the Software. The name of the company: FixWave Automotive Solutions LLC, the registered number is 2022-001116372, with its principal place of business at 30 N Gould St, STE R Sheridan, WY 82801 USA.

(ii) “**Officers**” means Fixwave’s officers, directors, employees, consultants, affiliates, subsidiaries, and agents.

(iii) “**Services**” means that FixWave provides the license for using their own Software, which supports the majority of the electronic control unit in the market, and we update them on daily basis. The available modules allow customers to perform many unique modifications such as but not limited; AGS removal, IMMO removal, DPF removal, EGR removal, Flaps removal, DTC removal, AdBlue removal, Pops and Bangs Activation, MAF removal, Hot Start Fix, Sport Displays Calibration, Lambda removal, Speed Limiter removal.

(iv) “**Software**” means an automotive reprogramming assistance software, offering solutions that follow the constant evolution of manufacturer electronic control units allowing the end-user to get the maximum performance out of modern electronic controlled engines for cars.

(v) “**User**”, “**you**”, and “**your**” means any individual or legal entity who is using the Software and Services from FixWave.

(vi) “**Website**” means FixWave’s web platform for the User’s mobile devices or computers which can be used through a browser without downloading, under the name (domain) of <https://fixwave.one/>.

1. ELIGIBILITY

By agreeing to this Terms, you represent and warrant to us:

(i) that your age is at least eighteen (18) years old; all users under this age must obtain parental consent to use the Services and Software;

(ii) that you have not previously been suspended on the broken of the Software;

(iii) that your use of the Software complies with applicable laws and regulations;

(iv) that your use of the Software complies with the License Agreement signed with FixWave.

2. LICENCE GRANT TO FIXWAVE

2.1. By providing information (hereinafter – “**Files**”) through the Software or via other types of electronic communications, you approve the processing of your Files by FixWave.

2.1.1. These Files can be downloaded from your end automatically by the Software.

2.2. FixWave guarantees that all Files will be used only for data processing purposes by the Software, and any third party will not have any access to your Files without your additional permission.

3. INFRINGEMENT AND ABUSE

3.1. FixWave is not responsible for the accuracy of the Software solutions' accuracy for the software work on your device.

3.2. FixWave is not responsible for the not right setting and using the Software due to any damage to you and/or the end-user.

4. TERMINATION OF USE, DISCONTINUATION AND MODIFICATION/UPGRADING OF THE WEBSITE

4.1. FixWave has the right to modify/upgrade or discontinue the Software at any time (including, without limitation, by limiting or discontinuing certain features of the Software) without notice to you and/or your end-user.

4.2. FixWave doesn't have any liability whatsoever on account of any change to the Software or any suspension or termination of your and/or your end-user access to or use of the Software.

4.3. FixWave has the right to restrict your and/or your end-user access, immediately without previous notification, to the Software if any violations (e.g., Collecting Solutions Files) from your and/or your end-user will be detected by FixWave or related third parties. In this case, you do not have the right to refund your funds.

4.4. FixWave has the right to restrict your access, immediately without previous notification, to the Software if any unapproved modifications to the software are detected from your side.

5. THIRD-PARTY'S LINKS

5.1. The Website, materials of Services or Software may contain links to third-party web sources. Such linked websites are not under our control, and we are not responsible for their content in any case.

5.2. FixWave has the right to cooperate with third parties and provide your and/or your end-users personal data with third parties without written permission from your and/or your end-user side who used/clicked the third party's link on the Website, materials of Services or Software.

6. OWNERSHIP; PROPRIETARY RIGHTS OF FIXWAVE

6.1. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements or files of the Software, materials of Services and Website (hereinafter – “**the Materials**”) provided by FixWave are protected by all relevant intellectual property and proprietary rights and applicable laws.

6.2. All Materials contained in the Software and on the Website are the property of FixWave.

6.3. If the Software and/or the Website contains any materials, interfaces, logos, designs, products, or something else that is not the intellectual property of FixWave and FixWave doesn't have licenses for using it, the licensor has the right to request to delete its intellectual property from the Website and/or the Software according to the procedures defined in the [Digital Millennium Copyright Act](#) (hereinafter – “DMCA”) and/or [Directive \(EU\) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market and amending Directives 96/9/EC](#) (hereinafter – “EUCD”).

6.4. FixWave doesn't claim to be the owners or representatives of the trademarks, brands and intellectual properties of other sides and remains the property of the original copyright owners.

6.5. Except as expressly authorized by FixWave in writing, you may not make use of the Materials.

6.6. FixWave reserves all rights to the Materials not granted expressly in this Terms.

7. PROHIBITED USES

7.1. As a condition of your use of the Software, you will not use the Software for any purpose that is unlawful or prohibited by this Terms. You may not use the Website in any manner that could damage, disable, overburden, disrupt or impair any of FixWave's servers or APIs, any networks connected to any of FixWave's servers or APIs, or that could interfere with any other party's use and enjoyment of the Software.

7.2. You may not transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature using the Software or the Website.

7.3. You may not exceed or circumvent, or try to exceed or circumvent, limitations in the Software, including on any API calls, or otherwise use the Software in a manner that violates any of FixWave's documentation or user manuals.

7.4. You and/or any other third parties may not attempt to gain unauthorized access to any websites, other accounts, computer systems, or networks connected to any of FixWave's servers or of the Software through hacking, password mining, or any other means.

7.5. You and/or any other third parties may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Software.

7.6. You and/or any other third parties may not use the Software in any way that violates any applicable state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the European Union, the USA, or other countries and intellectual property rights according to the DMCA and EU CD).

8. INDEMNITY

You agree to be responsible for using the Software, and you agree to defend, indemnify, and hold harmless FixWave and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents (hereinafter collectively, "**the Officers**") from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with

(i) your access to, use of, or alleged use of the Software;

(ii) your violation of this Terms or any representation, warranty, or agreements referenced herein or any applicable law or regulation;

(iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or

(iv) any disputes or issues between you and any third party. FixWave reserves the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations concerning such matter), and in such case, you agree to cooperate with our defence of such claim.

9. DISCLAIMERS, NO WARRANTIES

9.1. The Software is made available to you on an "as is" and "as available" basis, with the express understanding that FixWave has no obligation to monitor, control, or vet the content or data appearing in the Software.

9.2. You use the Software at your discretion and risk, and you take full responsibility for your and/or end-user vehicle yourself.

9.3. FixWave makes no claims or promises about the quality, accuracy, or reliability of the Software and expressly disclaims all warranties, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.4. FixWave doesn't offer and provide any physical products or property.

9.5. Accepting the T&C; signifies that you understand that the selected options are not in violation of your country's law, and that their use is not intended of public roads but only for circuit use. The **CHECKSUM** must be calculated through your interface, otherwise you must use a tool provided for that purpose. We disclaim all responsibility both for the use of the tool and the use of the vehicle, and our General Terms are binding on you.

10. LIMITATION OF LIABILITY

10.1. In any case, FixWave will not be liable to you or any third party for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or relating to your access to or use of, or your inability to access or use, the Software or any materials or content in the Software, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not FixWave have been informed about of the possibility of such damage.

10.2. FixWave, in any case, is not responsible for services provided to you by the third party who placed advertisements in the Software or the Website.

10.3. All risks related to your information, account, or accounts on other sources if you shared your data are not a part of FixWave's responsibility.

10.4. You accept responsibility for using the Software and FixWave's Services.

11. GOVERNING LAW

This Terms will be governed by the laws of the State of Wyoming, the USA, without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and FixWave agree to submit to the personal and exclusive jurisdiction of the state courts located in the State of Wyoming, the USA, to litigating all such disputes.

12. CHANGES TO THIS TERMS

12.1. FixWave reserves the right to make modifications to this Terms at any time. Revised versions of this Terms will be posted on the Website. Unless otherwise specified, any modifications to the Terms will take effect the day they are posted on the Website.

12.1.1. FixWave is not obliged to inform you about changes in this Terms.

12.2. If you do not agree with the revised Terms, your sole and exclusive remedy will be to discontinue your use of the Software.

PAYMENT (Prices currency is based on your location. Please consult your distributor.)

13.1. The price for the Software is as below: **Tax and fees are excluded.**

Plans:

- 1 PC Subscription:

#	Plan	One Time Activation	Renewal
1	1 Month	99.00	99.00
4	12 Months	950.00	375.00

- 2nd PC Subscription:

Available for 12 Months Subscription only, one time activation is **400.00**

Credit:

1 Credit = 27.00 Tax and fees are included.

13.1.1. **We have the right to update the prices without previous notification at any moment.**

13.2. You should contact us for the first activation of the purchase, and we will send you the preferred payment options with a payment link or bank details.

13.3. Except for the approach mentioned in clause 13.2., you have the right to pay via PayPal or wire bank transfer. You may contact us for the details.

13. REFUND AND TERMINATION OF LICENSE

14.1. We are not providing any refund support for you.

14.2. You have the right to terminate the Software's license, but in any case, we will not send you the refund. You are obliged to use the paid period to the expiry date.

GENERAL

15.1. This Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and FixWave regarding your use of and access to the Software and the Services.

15.2. Use of section headers in this Terms is for convenience only and will not have any impact on the interpretation of provisions.

15.3. You have no rights to assign or transfer this Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent.

15.4. FixWave has the right to assign this Terms at any time without notice.

15.5. The failure to require performance of any provision will not affect FixWave's right to require performance at any time thereafter, nor will a waiver of any breach or default of this Terms or any provision of this Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

15.6. If any part of this Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

15.7. You acknowledge that the Software is not intended to be technology protection measures that will help you to comply with the GDPR and CCPA.

14. COMMUNICATION AND NOTIFICATIONS

16.1. The entire communication with FixWave is electronic. Every time you send us an email or visit our website and use our Services and/or the Software, you will be communicating with FixWave.

16.2. You hereby consent to receive communications from FixWave.

16.3. If you subscribe to the news on the Website, you are going to receive regular emails from FixWave.

16.4. We will continue to communicate with you by providing notifications through the Website or posting news on our social media. Links to our official social media you can find on our website.

16.5. You also agree that all notices, disclosures, agreements, and other communications we provide electronically meet the legal requirements that such communications be in writing.

16.6. You agree to receive any notifications through the Website on your Device.

16.7. Through the Website, you can contact us to receive Help Desk Support for the Software that you are using already.

17. MARKETS TERMS

FixWave grants you a not-limited, non-exclusive, non-transferable, non-sublicensable license to use the Website and the Software on your Device that you own or control. FixWave reserves all rights in and to the Software not expressly granted to you under this Terms. Except as expressly permitted in this Terms, you may not: (i) copy, modify or create derivative works based on the Software; (ii) distribute, transfer, sublicense, lease, lend or rent your account in the Software to any third party; (iii) reverse engineer, decompile or disassemble the Software; or (iv) make the functionality of the Software available to multiple users through any means.

18. OTHER CONDITIONS

18.1. If there is a conflict between this Terms and additional terms applicable to a given Software, the additional special terms will control that conflict.

18.2. If you do not agree to this Terms, you must not access or use the Website, the Services and the Software.

18.3. FixWave provides Services to you, which are subject to the conditions stated in this Terms. Every time you visit/use the Website using its Service and the Software, you follow all these conditions and rules.

18.4. Upon the expiration of the subscription, the software will persist in its operation; however, please note that the availability of support services, including the help desk feature, will be discontinued. Additionally, any future updates or enhancements for the software will not be accessible without an active subscription.

18.5. When it comes to transferring licenses to another PC or changing the network ID, the initial change is provided at no cost. However, for subsequent transfers, a fee of \$50 will be incurred. Please keep in mind that this charge applies to each additional change made beyond the first instance.

FAQ

❖ How to contact Fixwave?

For quick response please contact us on [WhatsApp +1 307 381 8088](#).

❖ What is the price of Fixwave software?

- 1 Month Plan 99.

- 12 Months Plan 950.

- **Payments is on advance.**
- **Prices are subject to change.**
- **Tax and Transfer Fees are excluded.**
- **Prices currency is based on your location. Please consult your distributor.**

❖ What is the price of the renewal subscription?

- 1 Month Plan 99.

- 12 Months Plan 950.

- **Payments is on advance.**
- **Prices are subject to change.**
- **Tax and Transfer Fees are excluded.**
- **Prices currency is based on your location. Please consult your distributor.**

❖ What are the accepted payment methods to purchase Fixwave software?

Bank transfer and PayPal. More options to be announced soon.

❖ Does Fixwave software work with a dongle?

No, Fixwave software works without a dongle.

❖ Can I activate Fixwave version in many PCs and laptops?

Each copy of the software can be activated on one PC. If you require the software to be installed on a secondary PC, you can request an additional copy for a nominal fee.

❖ Do you have a list of ECU compatible with the software?

Fixwave is proud to offer support for a vast majority of (ECUs) currently available in the market. We understand that technology is constantly evolving, which is why we make it our priority to update our software daily to ensure that our customers have access to the latest ECU updates. With Fixwave, you can be confident that you have the most up-to-date technology at your fingertips. You may download the list from here: [Download center](#).

❖ If a solution is not available on Fixwave, how can I get it?

If you require assistance, our support team is always here to help. Simply navigate to the Helpdesk section and create a new ticket, and our team will respond to you promptly. Our goal is to provide timely and effective solutions to any issues or concerns you may have, so please don't hesitate to reach out to us through the Helpdesk. We are committed to providing exceptional support to our valued customers.

❖ **How much do the solutions cost?**

Our subscription includes a comprehensive range of solutions to meet your needs. However, please note that certain services, such as **MOD, Pops, E85 Conversion, Low Octan Tune and FCA GPEC2A**, are **not included in the subscription**. These services are available for an additional fee. If you have any questions about our subscription or available services, please do not hesitate to reach out to our customer support team. We are always happy to assist you and provide you with the information you need to make the best decisions for your business.

❖ **How to purchase credit?**

Please send the payment to our PayPal account: pay@fixwave.one

❖ **How much do the paid solutions cost?**

1. E85 = 3 credit
2. STAGE 1+ = 3 credit
3. STAGE 1 = 2 credit
4. FCA GPEC2A = 1 credit
5. Low Octan Tune = 1 credit
6. Pops & Bangs (Switchable) = 1.5 credit
7. Pops & Bangs (Permanent) = 1 credit
8. Launch Control Activation = 1 credit
9. Farts (Golf 7 - Simos18 Beta) = 1 credit

Each credit is \$27 Only

