TERMS & CONDITIONS



Fixwave Technology

TERMS & CONDITIONS

(Hereinafter referred to as "Terms")
of the Fixwave Technology (hereinafter referred to as "Fixwave")
govern your use of Fixwave's Automotive Solutions Software.

Last updated of the Terms: [Jan 7th 2026]

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 Technology FZO, the registered number is 55752, with its principal place of business at IFZA Business Park DDP Premises No. 55752 001, Dubai Silicon Oasis - Dubai, United Arab Emirates. **Fixwave Automotive Solutions** is a registered product and service line under **Fixwave Technology FZCO**, a company legally established and operating under the laws of the **United Arab Emirates**, with its principal headquarters located in Dubai. All agreements, legal obligations, and communications henceforth shall be governed and executed through **Fixwave Technology FZCO** (Dubai)

(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/.

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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 SOFTWARE/SUBSCRIPTION

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/Subscription 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/Subscription if any unapproved modifications/violations to the software/subscription 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 EUCD.

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 defense 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 defense 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 Dubai, United Arab Emirates, 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 Dubai, United Arab Emirates, 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.

13. PAYMENT & PLANS:

13.1. The price for the Software and its sub services is in **Euro's** and as below: **Service fees are included.**

- **Fixwave Plans:**

No.	Feature	Fixwave Basic	Fixwave Plus	Fixwave Pro	Annual
1	Price*	€ 109.99	€ 149.99	€ 169.99	€ 1,150.00
2	Renewal	€ 109.99	€ 149.99	€ 169.99	€ 419.99
3	HWID Transfer Fee	€ 45/request	€ 35/request	€ 25/request	€ 55/request
4	Daily Patch	10	15	25	20
5	Daily Support Tickets	5	5	10	5
6	Priority Support	Standard	Faster Queue	✓ Priority	Standard
7	Priority Development	Normal Queue	Normal Queue	✓ Faster Queue	Normal Queue
8	1 Month Free*	✗	Every 6 months	Every 4 months	✗
9	Free Credits*	✗	✓ 2 / 2 month*	✓ 5 /month*	✗
10	Original File Request	✗	✗	✓	✗
11	Fixwave Premium Included	✗	✗	✓	✗
12	Special Request	✗	✗	✓	✗
13	Ticket submission 24/7	✗	✗	✓	✗
14	Cancel Anytime	✓	✓	✓	✓

Notes: *

- 1 month free will be awarded to Fixwave Plus after **6 consecutive months of renewal.**
- 1 month free will be awarded to Fixwave Pro after **4 consecutive months of renewal.**
- Monthly credits expire if unused. Credits must be used within the billing month — **No Rollover.**

- **License Multiple Activation:**

Each individual license is valid for activation on a single device exclusively. Multiple activations of the same license are not permitted. A separate new license with new user/email must be purchased for each additional device.

- **Regular Credit:**

1 Credit = **€ 22.26**

The purchase is via the shop cart within the software.

- *** Fixwave Premium:**

#	Feature	Details
1	Monthly Price	**€ 39.99** payable every **30** days. **(Fees are included)**
2	1 Credit Price	**€ 14.49** **(Fees are included)**
3	Daily Patch	additional **5** daily.
4	Daily Tickets	additional **5** daily.
5	Paid Module	**Free** includes Immo off (Tuning solutions are not included)
6	Check Sum	Subject to availability.
7	Special Request	Available for unsupported brands/ECUs. (Subject to availability.)
8	Support	Experience priority assistance.
9	Chat Text Box	Enabled in the new Special Solution Request.
10	Ticket Fixability	Open tickets anytime, even during closed hours, with resolutions provided during working hours.

***Important Note:**

Our Premium subscription is paid on a monthly basis. We recommend activating the service right after renewing your monthly subscription so you can enjoy the full 30 days of benefits. For example, if you activate the Premium service in the final week of your monthly subscription, you'll still be charged the full amount for that month. The purchase is via the shop cart within the software.

Fixwave Premium is an added service and can't be activated separately, you must have an active plan in order to be able to purchase it.

❖ **Changes to Yearly License Renewals**

Effective January 1, 2026, clients with an expired yearly license who do not renew before **December 31, 2025,** will no longer be eligible to subscribe to the yearly plan. Instead, they will be directed to choose from our new plans launching on **January 1, 2026.** Else they have the option to purchase a new yearly plan at the full price.

✓ **To maintain your current yearly subscription:**

- Every year, you must renew your license before its expiry date.
- If your license expires, you will have 24 hours only to renew it. After this window, you will have to purchase the plan at full price or to chose from our monthly plans.
- There will be no 90-day grace period for expired licenses. This update is part of our commitment to maintaining a high-quality user experience and ensuring that all clients are operating with the latest software database and features.

We highly encourage you to stay on track with your renewals to avoid any disruption in service.

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 Stripe, Wise or wire bank transfer. You may contact us for the details.

14. REFUND AND TERMINATION OF LICENSE

14.1. All purchases are final, and no refunds will be provided under any circumstances. We encourage you to review our services carefully before making a purchase to ensure they meet your needs and expectations.

14.2. While you have the right to terminate the Software license at any time, please note that no refunds will be issued. The service will remain accessible for use until the end of the paid subscription period.

15. 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.

15.8. **Non-Transferability of Accounts:** Users are strictly prohibited from selling, assigning, or transferring their accounts to any third party. Any attempt to do so will be considered a violation of these Terms and may result in the termination of the account without notice.

15.9. **Email Modification Restriction:** Users are not permitted to change the registered email address associated with their account. The account must remain linked to the originally provided email throughout its duration.

16. 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/software 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/software on your Device.

16.7. Through the Website, you can contact us to receive customer service 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 license will be inactive and renewal will be required.

however, it is essential to be aware of the following changes:

- **a)** Support services, including the support feature, will no longer be available. (This applies on all plans).
- **b)** Access to any future updates or enhancements for the solution will be restricted without an active subscription. (This applies on all plans).
- **c)** In the event of non-renewal after the expiry date, the account will be marked as inactive and none operational. (This applies on all plans).
- **d)** All subscription will be having no access upon expiry and require renewal to remain active and operational. (This applies on all plans).
- **e)** Inactive account/license is not eligible to upgrade/modify/add any plans/services/requests.

18.5. HWID / License Transfer

The transfer of a license to another device is subject to fees, please refer to section **13: Plans and Payments clause 13.1** for more details. This charge applies to each transfer request, regardless of the reason, including but not limited to device damage, hardware failure, theft, component changes, or any other circumstances. If our system detects a new Hardware ID (HWID), the transfer fee will be applied accordingly. Expired licenses or accounts are not eligible for transfer unless they are renewed. License transfers will only be processed for active and valid licenses.

We appreciate your attention to these details and recommend timely renewal to ensure uninterrupted access to the full suite of software features and support services. If you have any questions or need further assistance, please feel free to contact us at **info@fixwave.one**.

Sunday Jan 7th 2026

Fixwave Technology

Fixwave Automotive Solutions *(A product under Fixwave Technology)*

Fixwave Automotive Solutions

Tune Beyond Limits