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# End User License Agreement, Warranty and Disclaimer

THIS END USER LICENSE AGREEMENT (the "Agreement") is an agreement between you, as the purchaser (the "Purchaser") of either the Diablo Module (the "Module") or the hand-held computer unit (the "Unit"), and as the manufacturer of the Product DiabloSport ("DiabloSport"). The Product and the Unit shall be referred to collectively herein as the "product" and DiabloSport Inc. shall be referred to herein as "DiabloSport".

1. Acknowledgment And Acceptance Of Agreement. If you do not agree to the terms and conditions of this Agreement, do not use the Product. Instead, promptly contact the distributor from which you purchased the Product in writing, requesting a refund of the purchase price. Any use of the Product by you will constitute your agreement to the terms and conditions contained herein.

2. Grant Of License. The parties hereto acknowledge that DiabloSport is granting a non-transferable restricted license to Purchaser to use the Product for the sole purpose of installation in Purchaser's vehicle. DiabloSport shall retain all title, ownership rights and intellectual property rights in and to the Product. Purchaser agrees that Purchaser shall not, directly or indirectly, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Product. Purchaser further agrees not to permit any third parties to modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Product.

3. Disclaimer. The Product is being sold with no warranties of any kind, express or implied. The Product is not endorsed by the manufacturer of your vehicle and there is no affiliation between DiabloSport and the manufacturer of your vehicle. Installation of the Product in your vehicle or use of the Product with your vehicle may limit or void your rights under any warranty provided by the manufacturer of your vehicle, and DiabloSport assumes no responsibility in such event. Any warranty not provided herein, and any remedy which, but for this provision, might arise by implication or operation of law, is hereby excluded and disclaimed. The implied warranties of merchantability and of fitness for any particular purpose herein are expressly disclaimed. No Liability For Damages, Injuries Or Incidental, Special Or Consequential Damages. Under no circumstances shall DiabloSport, or any other party related to DiabloSport, be liable to Purchaser or any other person for any damage to Purchaser's vehicle, loss of use of Purchaser's vehicle, or for personal injuries suffered by any person, or for any incidental, special or consequential damages, whether arising out of negligence, breach of warranty, breach of contract, or otherwise. DiabloSport's liability for any damages, loss and/or claims associated with the Product shall be limited to the price of the Product paid by purchaser. Purchaser hereby releases DiabloSport from all liability, claims and damages associated with the Products, with the sole exception of DiabloSport's liability for the refund of the purchase price of the Product to Purchaser in the event that a court of competent jurisdiction determines the Purchaser suffered damages directly resulting from the malfunction of the Product.

5. Warranty. Notwithstanding the provisions of the End User License Agreement, DiabloSport warrants the Product to be free from all defects in material and workmanship for 2 years from the date of original purchase. This limited warranty applies only to the original Purchaser of the Product. This limited warranty does not cover damage caused by modification, alteration, repair or service of the Product by anyone other than DiabloSport, physical abuse, misuse, use in a manner contrary to the instructions, which accompany the Product, or any damage caused by acts of God. Contacting your Distributor or Dealer may make claims for repair service or replacement of the Product pursuant to this limited warranty. The Chip will either be repaired or replaced, at the option of DiabloSport, at no cost to Purchaser, if the defective Product is covered by this limited warranty. DiabloSport's liability pursuant to this limited warranty and for any damages, loss and/or claims associated with the Product shall be limited to the price of the Product paid by Purchaser, or, at DiabloSport's option, repair or replacement of the Product.

#### **Warranty Information**

- a. DiabloSport offers a 30 day satisfaction guarantee on all products.
- b. DiabloSport products carry a 2 year warranty against defects in materials or workmanship.

i. DiabloSports liability under this warranty shall be limited to the correction or replacement of any defective part or product in question which DiabloSport determines to be necessary.

ii. Warranty freight charges are the responsibility of the dealer distributor and/or customer.

iii. This warranty is to the original purchaser and is non transferable.

iv. This warranty is void unless proof of purchase is submitted. Product must be purchased at an DiabloSport Authorized Dealer in order to qualify for warranty.

v. Removal of serial numbers and/or alteration of product or packaging will also void all warranties.

c. DiabloSport shall not be held responsible for direct or indirect failures due to our product.

d. DiabloSport shall not credit or repair any units that are not properly restored to the original backup upon time of return or may be VIN locked.

i. VIN locked units, or improperly restored units, will be returned to customer.

ii. It is the customers responsibility to check any and all DiabloSport product to make sure the original backups have been restored to vehicles before the product shall be returned.

e. Technical Support

i. DiabloSport customers should maintain adequate knowledge of the DiabloSport product line to be able to properly sell, and to service the needs of their customers.

ii. DiabloSport will provide technical assistance and advice directly to the dealer/distributor to enable them to answer and field technical questions.

iii. It is the responsibility of the dealer distributor to handle their own technical issues with customers, and not to direct them to DiabloSport.

f. Product updates

i. DiabloSport shall inform all customers of the latest product as soon as they are available. DiabloSport will inform customers on our website at www.diablosport.com.

ii. DiabloSport cannot be held accountable for any or all damages caused by using outdated product.

iii. Products that need updates will be handled in the following fashion:

1. DiabloSport will charge a labor and handling fee for products that are internet updateable or remotely updateable.

2. DiabloSport will not charge a fee for products that are not internet updateable or remotely updateable. Shipping charges may apply.

iv. All products returned for update purposes must have a corresponding DiabloSport RMA number for processing.

g. Returns and RMA/RGA policies and procedures

i. DiabloSport will not warranty, credit, or exchange any product returned without a valid RMA number.

1. All RMA numbers are issued by DiabloSport RMA department.

 Defective units shall be repaired and returned in like kind. All units that must be re-furbished to like new condition are subject to labor and parts charges to be determined by DiabloSport.

ii. Customers are subject to a 20% restocking fee for all product returned for credit.

iii. All units on RMA MUST have conditions for which they were returned clearly labeled on the box, or given to a DiabloSport RMA representative at the time the RMA is issued.

6. State Law. Some states do not allow limitations of implied warranties, or the exclusion or limitation of incidental, special or consequential damages, so the above limitations may not apply to you. In such states, liability shall be limited to the greatest extent permitted by applicable law. 7. Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any legal proceeding or action at law arising out of or construing this Agreement shall lie in the state or federal courts of Orange County, Florida, and the parties specifically waive any other venue.

DISCLAIMER Not legal for sale or use on any pollution controlled motor vehicles. Legal in California only for racing vehicles which may never be used upon a highway.

## DiabloSport Inc. Predator Satisfaction Guarantee / Return Policy

All DiabloSport products have a satisfaction guarantee. If in the first 30 days from date of purchase you are not satisfied with the results the Predator generates in your vehicle, simply restore the factory tune to your vehicle and return the Predator to the selling dealer. Pending examination of the tool by DiabloSport, you will receive a refund from your selling dealer. Under no circumstances will DiabloSport accept the return of a Predator unit that does not have a performance tune remaining in it.

#### **Predator Revisions**

In an effort to keep the Diablosport Predator at the forefront of technology, Diablosport will offer revisions to the Predator when necessary. Updates are available via the web or you can return the Predator for a revision update. Please contact Diablosport for a Return Merchandise Authorization Number (RMA) and an address to ship to. Fees may apply. To update your Predator follow the simple instructions located on our website, www.diablosport.com

### IMPORTANT PLEASE READ TUNE INFORMATION

DiabloSport Performance - For stock to mildly modified applications - NOT FOR USE WITH SUPERCHARGER, TURBOCHARG-ER, OR NITROUS SYSTEMS (excluding factory supercharged/ turbocharged applications; lightning, 03-04 Cobra, Neon SRT4, etc) WITHOUT PROPER TUNING FROM AN AUTHORIZED CHIPMASTER REVOULTION TUNER.

#### **AFTERMARKET PARTS**

Use of the DiabloSport Predator with aftermarket products is at the owners risk; some aftermarket products create rich or lean conditions based on design by the products manufacturer. It is impossible to test every possible product so please proceed with caution when using any product related to adding airflow like throttle bodies, filters and cold air intake kits or boost in the form of pulleys, or blower upgrades, changes in exhaust systems or exhaust components, even rear end gear changes (which make rate of acceleration changes can affect air fuel ratio). Customers with these modifications may need a custom tune from Diablosport or one of its CMR dealers. DiabloSport recommends the use of a dyno and air fuel meter to monitor data when adding aftermarket products to make the proper tune changes with Predator.

\*Premium grade unleaded fuel must be used for some applications, please ensure you select the correct gas depending on the tune you select.

### **OBD II Diagnostic Port Location**

Please read through the manual before installing any tune into your vehicle - failure to follow proper instructions can result in a damaged or disabled ECU (Engine Control Unit).

User must ensure that the original vehicle Factory Tune is in the vehicle's ECU before installing the DiabloSport tune. (original dealer reflashes are the same as Factory Tune).

Serious engine damage can occur if the Predator tune is installed over a non-factory/aftermarket performance tune.

#### **GM Owners Please Read:**

99-03 Class 2 PCM's

(99-04 cars and 99-06 and 07 classic trucks) In order to prevent possible voltage interference, it is recommended that you remove a few fuses from your fuse panel.

#### Step 1:

Turn off your Vehicle

#### Step 2:

Locate your fuse panel using your vehicle's user manual. **Step 3**:

Locate and remove the three fuses; Radio, Radio Amp, and Info

#### Step 4:

Turn your ignition back on and continue with your DiabloSport Install

### **Display and Keypad Description**

**ESC Key:** Jump back to previous menu or jump to top of menu selection

**Up arrow:** Scroll up the menu

**Left arrow:** Set gauge value left

**Enter Key/Continue:** Select the highlighted item

**Right arrow:** Set gauge value right

**Down arrow:** Scroll down the menu



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#### Very important!

Do not perform any operations on Predator (except live data diagnostics) while vehicle is running. The vehicle must be parked and engine OFF.

• Always have all the doors closed while installing the DiabloSport Performance Tune, and keep them closed until the process is complete.

• Do not activate any electrical accessories while installing the DiabloSport Performance Tune. Ensure that there are no electronic Aftermarket accessories\* wired or plugged into the vehicle that can cause a substantial voltage drop. Please contact DiabloSport if you are uncertain about the effect of devices that are on your vehicle.

• Certain cellular phones or radio equipment might also cause interference. Please remove or turn such devices off.

• Do not try to install any tune on a vehicle with a low battery voltage - charge your battery if necessary.

• Unless instructed, never turn the ignition key OFF while the Predator is plugged into diagnostic port.

• Do not unplug the Predator while it is installing the DiabloSport Performance Tune or the Original Backup.

#### \*Important Note:

All electronic aftermarket add-on parts can create a potential power draw.

- tachometer
- electrical fans
- shift light
- audio/video equiptment
- gauges
- trailer/ tow equipment

Any change in voltage during flash programming procedures WILL interrupt the writing process.

Please disconnect or disable any such add on part.

In the event of such an occurrence, unplug the tool, wait 5 seconds and then plug it back in. The tool will recognize that a interrupted writing error has occurred and will automatically install the original back up. The vehicle is now in its original state. Please attempt to locate the voltage draw before Predator is used again.

Please feel free to contact DiabloSport directly at any time with questions related to this process. 561-908-0040 option 1

IT IS NOT NECESSARY TO CONTACT THE VEHICLE MANUFAC-TURER SHOULD SUCH ERRORS OCCUR. ANY AND ALL COSTS RELATED TO SUCH ACTIONS ARE THE RESPONSIBILITY OF THE END USER - NOT DIABLOSPORT OR ITS DEALERS. ( )

# Installing the Diablosport Tune for the First Time

The very first time the Predator is used on a vehicle it will automatically create a backup of the original factory tune. (Installing the DiabloSport Performance Tune)

1. Plug the Predator into the Diagnostic Port of the vehicle, located under the driver's side dash.

2. The first screen you will see is the startup screen with the name of the vehicle the predator supports (i.e.: lightning )

3. Performance tune should be three choices: Performance Tune - Diagnostics - Options

4. Select "Performance Tune" by pressing the "Continue" key

5. Disclaimer will appear, - read & press "Continue"

6. Turn engine ON. DO NOT START Vehicle- press "continue"

(If selecting "modify Tune" see the section on changing parameters)

7. Highlight the tune you would like to install by using arrow keys. Press "Enter" to continue

8. Verification of the tune will appear. If this is correct, Highlight "Choose" & press "Enter".

9. The original Backup will now be saved. "press Enter to continue".

10. Follow the prompts to turn on & off the ignition (do not start the car at any time) press "Enter" if prompted.

11. A status bar will show progress on the backup process. This might take several minutes.

12. When completed, a message saying "Original Backup has been saved" will be displayed. Press "Continue".

13. At this point you have the option of installing the Diablo tune or modifying a tune. Highlight the appropriate choice by using the arrow keys & press Enter.

14. Follow the prompts to turn on & off the ignition (do not start the car at any time) press "Enter" if prompted.

15. The tune should now be writing. Do not interrupt this process or ECM damage can occur.

16. When the Process is complete, the Message " {xxxxxx} tune is now in vehicle. You may drive it now. Please unplug the tool"

Unplug the predator from the Diagnostic port. Cycle the key, and start the vehicle. You are now able to enjoy the force of the Predator!!

## **Installing the Performance Tune**

Predator contains several predefined DiabloSport Tunes. These are thoroughly tested and approved by DiabloSport. You have a choice of either installing the DiabloSport Tune "as-is" into your vehicle, or customizing it to your personal taste.

If you are satisfied with your factory tuned vehicle and only have a desire to modify a parameter or two (example: change gear ratio), you might want to read the chapter 'Customizing the Factory Tune'.

Before you install any tune into your vehicle, when you use the Predator for the first time, it will read the Original Factory Tune out of your vehicle and permanently store it in its memory. This process takes a minute or two. For safety reasons, there is no way to overwrite this backup and therefore the Predator becomes 'married' to, and only to, your vehicle until original backup is restored.

If there is ever a need to send the Predator back to DiabloSport, for any reason, the Original Backup must be put back into your vehicle, as described in the section Reinstalling the Original Factory Backup', otherwise your Predator will not be accepted back by the reseller. To find out, which tune was last written to your vehicle, go to 'Predator Options / Show Last Tune Written' in the Predator.

NOTE: WHEN CHANGING HP TUNES, THERE IS NO NEED TO RESTORE FACTORY TUNE BEFORE INSTALLING A NEW(DIFFERENT) HP TUNE. YOU WILL BE PROMPTED TO RESET PARAMETERS PRESS YES OR NO AS YOU DESIRE.

\*Premium grade unleaded fuel must be used for all predator applications.

#### **Restoring Factory/Stock Tune:**

We recommend restoring the stock tune whenever the vehicle goes in for service.

The stock tune can be re-installed at any time using the "restore" feature. This feature will take the DiabloSport tune out and reset the computer back to stock. The DiabloSport tune will be saved in the Predator.

#### Step 1:

Plug the tool into the diagnostic port, select "performance tune" and go through the same steps as installing a DiabloSport tune. (Refer to install instructions). After the on screen instructions highlight the option "Orginal Backup" and select it. Note: "Modify Stock Tune" is NOT the same as "Orginal Backup"

#### Step 2:

Follow on screen instructions

For a full version of your Predator's Manual, Please visit us on the web at www.diablosport.com.

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Notes:



Thank you for choosing DiabloSport.

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# DIABLESPORT

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# www.diablosport.com

Call for the location of an authorized CMR tuner, or use the dealer-locater map on our Web site.





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