

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.

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

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. Predators shipped without an RMA number clearly on the outer box will be refused. The customer is responsible for all freight expenses.