

MAXXBOOST ECU TUNING and RE-FLASH

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Customer also agrees his/her assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives will not make a claim against, sue or attach property of MYTEEBRITE in connection with any of the matters covered by this release. Customer also agrees that MYTEEBRITE accepts no responsibility or obligation of any kind or nature, in connection with products sold to and services rendered for Customer, their vehicles, equipment, or accessories. *Customer acknowledges this product is of unknown performance, is experimental, may violate Federal laws if used in any non off-road application and is intended solely for closed-course off-road use.*

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The customer also agrees that if their ECU is sent to MAXXBoost Performance Engineering there is a possibility that the ECU may be damaged during the software read/write process. If damage occurs, MAXXBoost will reimburse the purchaser up to \$1000 for the repair or replacement of the ECU only. A repair shop invoice shall be submitted for a claim to be paid. The vehicle and the ECU must be complete for the recoding process to be completed. Therefore, the ECU will be returned to the customer and then the customer can proceed with getting the ECU recoded by a local Dealership or other qualified service provider. We are not responsible for any additional costs such as towing, the loss of use of the vehicle or the cost of a rental or replacement vehicle during this time period. As such, in no event shall MYTEEBRITE/MAXXBoost Performance Engineering/M7 Speed/M7 Tuning be responsible or liable, whether in contract or tort for any general, special, indirect, incidental or consequential damages of any kind, or loss of revenue or profits, loss of business, loss of information or data, loss of use of vehicle or other financial loss arising out of or in connection with the ability or inability to use the products or services to the fullest extent these damages may be disclaimed by law.

I hereby agree to the terms, release of liability and assume all liabilities that may occur, stated or unstated.

Signature: _____

Name: _____

Date: _____

ECU Re-Flash

Questions and Answers:

Below is a list of the most common questions asked about the ECU Re-flash service. Please carefully review and consider this document. If have objections to ANY of the answers supplied below, please do not have the ECU Re- flash service performed on your equipment.

What is ECU re-flashing?

Most modern engines are equipped with a microprocessor based computer referred to as the Engine Control Unit or Electronic Control Unit which is abbreviated to ECU. Other acronyms for this computer include DME, PCM, ECM. In general terms, the ECU is primarily responsible for monitoring and managing the engines performance via a number of sensors and then calculating the proper signal to send to external devices to control the engines operation. All of these output responses from the ECU have to be predefined in ECU's internal memory. Most ECU's have a main memory storage system that is comprised of a non-volatile Electrically Erasable Programmable Read Only Memory device called an EEPROM. The term "Flash Memory" refers to a particular type of EEPROM that has a fast erase and reprogram time of its internal storage. ECU Re-Flashing, in general terms, is a method of erasing the ECU's program code (instructions) and reprogramming the automobile ECU's Flash Memory with altered program code, thereby changing how the ECU will respond to the supplied inputs.

Will Re-flashing the ECU's memory void my manufactures warranty?

Re-flashing the ECU, as well as other alterations to the automobile, could void your Original Equipment Manufacturer warranty often referred to as the OEM or factory warranty as well as any Extended Warranty you may have purchased to cover future repairs to the automobile. Warranting repairs and recall's to your automobile after it is altered would be at the discretion of the OEM. Plainly stated: Typically this type of alteration, if confessed or detected, WILL VOID YOUR VEHICLES WARRANTIES. Off road competitive use of an automobile in any form could be grounds for voiding the OEM warranty. This product was developed specifically for individuals who plan exclusive competitive use of their automobile in off road competitions, and those individuals have no doubt the OEM warranty is void. Warranty periods are a form of insurance you paid for when you purchased your automobile. If voiding the OEM warranty is a concern, you should wait for your warranty period to expire before you have this service performed to receive the full benefit.

How can a re-flashed ECU be detected?

The re-flash will not be obvious to detect as other alterations to an automobile such as altering the exhaust system, intake system or wiring, but it can be detected. The easiest way to detect the ECU has been altered would be to verify its memory or internal counter. The dealer simply plugs into OBDII port and can tell almost immediately if the stock program has been altered. MAXXBoost performance files resets the internal counter to the pervious number so the access count does not increase.

Is it legal to operate an automobile on the open road or highway after the ECU has been re-flashed? No, it is not legal. Federal and State Laws prohibit alterations to any emission control device and operating it on the highway or open road. The ECU is part of the emission control system. The intent is to supply you with modified ECU software that will be used in closed-course events and competitions such as road racing, auto-cross and drag racing events. While none of the emission features of the OEM ECU have been altered or removed, the overall emissions of the engine will change from OEM specification which by law violates the United States Federal Clean Air Act.

Is having the ECU re-flashed a common and safe performance upgrade?

There is a worldwide industry dedicated to reprogramming automotive ECUs with the intent to increase performance, drivability and fuel economy. Many of these aftermarket services are provided with the intent the vehicle will operate within State and Federal laws and regulations during public road use after the ECU is re-flashed. Most re-flash files retain all of the safety features of the original program code developed by the OEM. But since the re-flash is not an OEM software file it must be recertified to be considered legal.

Can the re-flashed ECU be returned to stock?

YES. Using the MAXXBoost Personal Tuner the OEM file can be reinstalled.

Are there any guaranties or warranties extended or provided with this service?

No. There are no guaranties or warranties expressed or implied in any form or fashion.

Can I return the ECU re-flash service for a refund?

No. Absolutely no refunds, store credits or any other form of compensation or consideration is offered. One you buy it-you own it.

Is a signed Release of Liability required?

Yes. Just a few of the numerous hazards and repercussions associated with altering the ECU's program code are outlined here. Moreover, the stated intended use of this product is in the arena of off road sport competition, itself, an inherently dangerous environment. Accordingly, a legal agreement is in order to assert an absolute release of all liability. ECU's will not be Re-flashed until the **Disclosure, Disclaimer and Release of Liability Agreement** is signed. Upon signing the agreement, you and you alone assume total liability related to use of the final product.

Everything here was negative, is there anything good to come from having the ECU re-flashed?

The purpose of this document is not to be a marketing tool for ECU re-flash service. Its fiduciary purpose is to warn you of potentially serious hazards and legal violations, both known and unknown from having your ECU re-flashed.

Any final suggestions?

- Only use the re-flashed ECU at off road closed course events.
- Always wear the proper safety and protective equipment when competing in off-road closed course events.
- Once your ECU is re-flashed slowly acclimate and familiarize yourself with the performance changes. Your car will drive and perform much different than when equipped with the stock ECU software.
- If you did not agree with anything in this Question and Answer document, the ECU re-flash is not for you. Please keep your OEM ECU intact and enjoy it.

Customer acknowledges they have read and understand the full content of this document and assume all liabilities that may occur, stated or unstated. Customer understands and agrees there are no returns of any kind once payment is processed and the MAXXBoost Tuning Tool has been linked to a specific VIN. Absolutely no refunds, store credits or any other form of compensation will be offered. You buy it-you own it. Customer also acknowledges that unforeseen problems with the engine, engine control and sensors, check engine light error codes may arise once the ECU is re-flashed.

MYTEEBRITE will only assist with recommendations but the customer is 100% responsible for all troubleshooting costs and repairs costs from any malfunction that may occur.

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Signed: _____

Date: _____ VIN: _____

Vehicle YEAR _____ MAKE _____ MODEL _____