



**ECU RE-FLASH DISCLOSURE, DISCLAIMER AND RELEASE OF LIABILITY**  
**Please sign and fill out this form and send it in with your ECU to**  
**Toce Performance – 150 Batson Dr. Manchester, CT 06042, USA**

**Your Toce Order Number: \_\_\_\_\_**

*Your ECU should be shipped FEDEX/USPS prepaid, and insured (\$500 declared value coverage recommended)*

Due to the highly complex nature of high performance racing products and services sold and provided by TOCE PERFORMANCE llc., including its affiliates, agents, contractors, employees, vendors, and other third-party service providers (hereinafter collectively referred to as "TOCE PERFORMANCE"), I as the undersigned ("Customer") agree as follows:

Customer hereby agrees to forever release and hold harmless TOCE PERFORMANCE, its affiliates, agents, contractors, employees, vendors, and other third party service providers from any and all liabilities, claims, violations, damages, court costs, attorney's fees and other actions that may arise from any civil, administrative or criminal claim, suit, complaint or action for personal injury, death, losses or damage, or violations of any kind, occurring, either directly or indirectly, in connection with Customer's vehicle, equipment or accessories due to the purchase, installation, modification, or use of any products or services from TOCE PERFORMANCE.

Customer also agrees his/her assignee's, heirs, distributes, guardians, next of kin, spouse and legal representatives will not make a claim against, sue or attach property of TOCE PERFORMANCE in connection with any of the matters covered by this release. TOCE PERFORMANCE 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. All products sold including the "TOCE PERFORMANCE" / "TOCE" brand of products and services rendered by TOCE PERFORMANCE are covered by this agreement and are provided without warranty of any kind, express or implied, including without limitation, the implied warranties of merchant-ability or fitness for a particular purpose. As such, in no event shall TOCE PERFORMANCE 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, 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.

Furthermore, Customer also acknowledges and comprehends that products or services sold or otherwise provided to Customer by TOCE PERFORMANCE are not intended for street or highway use, or for use where otherwise is prohibited by law, and that Customer's vehicle and all products or services sold or otherwise provided by TOCE PERFORMANCE will be used solely for closed-course, competition purposes only.

Customer agrees to assume liability for the installation, testing and use of any product acquired under this agreement. Customer agrees not to disassemble or distribute any intellectual property associated with this product or service and assumes liability if they elect to sell or transfer ownership of any product or service acquired under this agreement. Customer also asserts he/she is mentally sound, has read and understood this entire agreement is over 18 years old and is without a legal guardian.

**ECU Re-Flash Service 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 Reflash service performed on your equipment. **Initial** \_\_\_\_\_

**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. 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 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 nonvolatile 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 ReFlashing, in general terms, is a method of erasing the ECU's program code (instructions) and reprogramming the vehicles ECU's Flash Memory with altered program code, thereby changing how the ECU will respond to inputs.

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

Re-flashing the ECU, as well as other alterations to the vehicle, 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 vehicle. Warranting repairs and recall's to your vehicle 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 vehicle 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 vehicle 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 vehicle. 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. The dealer simply plugs into OBDII port and can tell almost immediately if the stock program has been altered.

**Is it legal to operate a vehicle on the open road or highway after the ECU has been re-flashed?**

No, it is not legal. You understand that 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 here 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 only. You understand that we disable certain features that alter overall emissions of the engine and that it will change from OEM specification which by law violates the United States Federal Clean Air Act. This is the result of riching the fuel mixture in order to make more power out of the engine. You understand that this defeats emission control setting and makes the vehicle illegal for use on public highways. **Initial** \_\_\_\_\_

**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 services 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. The vehicle or ECU must be return to us and we will remove the altered program reinstall the factory OEM program.

**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, credits or any other form of compensation or consideration is offered. If you buy it-you own it.

**Our tunes are designed for our systems and TOCE Performance cannot Guarantee the results or safety of running competitors equipment with our performance exhaust systems.**

**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 initialed & signed. Upon signing the agreement, you and you alone assume total liability related to use of the final product. **Initial** \_\_\_\_\_

**Everything here was negative, 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?**

- Acquire a second ECU, such as an OEM Competition ECU, to have re-flashed and retain your OEM ECU for open road and highway use.
- 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.
- If you did not agree with anything in this Question and Answer document, the ECU re-flash service 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 which my occur, stated or unstated. Customer understands and agrees there are no returns of any kind once payment is processed and the ECU is re-flashed. 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. TOCE PERFORMANCE will only assist with recommendations but the customer is responsible for all troubleshooting costs and repairs if necessary.

Print Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Year of Bike: \_\_\_\_\_ Model: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Please enclose any additional notes on your setup with this release. This is so we can provide you with the best mappings available for your application.

Please note, some vehicles have a redundancy check in the dash. Certain models will throw ghost lights which can be resolved simply by clearing the codes that were a byproduct of the flashing. Codes will not display afterwards unless there is sensor failure.