



Updated [2022 August 24] (“Effective Date”)

IRACING.COM WEBSITE CONDITIONS OF USE

THIS IS A LEGAL AGREEMENT (THIS “AGREEMENT”) BETWEEN YOU AND iRacing.com Motorsport Simulations, LLC (ALONG WITH EACH OF IRACING.COM MOTORSPORT SIMULATIONS, LLC’S AFFILIATES, COLLECTIVELY, “iRacing.com”, “we”, “us”, “our”). AS USED HEREIN, “YOU” MEANS A USER OF THE SITE. YOU SHOULD CAREFULLY READ THIS AGREEMENT, AND THE IRACING.COM PRIVACY POLICY (the “[iRacing.com Privacy Policy](#)”), WHICH IS INCORPORATED INTO AND A PART OF THIS AGREEMENT. THIS AGREEMENT GOVERNS YOUR USE OF THE FOLLOWING WEBSITES: [HTTPS://WWW.IRACING.COM/](https://www.iracing.com/), [HTTPS://ORONTESGAMES.COM/](https://orontesgames.com/), [HTTP://MGIRACING.COM/](http://mgiracing.com/), [HTTPS://WWW.TONYSTEWARTGAME.COM/](https://www.tonystewartgame.com/), [HTTPS://WORLDFOOUTLAWSGAME.COM/](https://worldofoutlawsgame.com/), AND ANY SUBDOMAINS OF ANY OF THE FOREGOING WEBSITES, AND TOGETHER WITH ASSOCIATED AND SUCCESSOR WEBSITES, APPLICATIONS, FEATURES, AND INFORMATION, OR ANY PART OF ANY OF THE FOREGOING WEBSITES AND/OR ANY MOBILE APPLICATIONS WE MAY OFFER (COLLECTIVELY, THE “SITE”). THE SITE MAY BE ACCESSED THROUGH FACEBOOK AND OTHER ONLINE CHANNELS. BY USING OR ACCESSING THE SITE YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT YOU ARE NOT PERMITTED TO USE THE SITE.

In addition, when you use the iRacing.com motorsport simulation experience (the “Sim”), as well as any mobile application we offer (each, an “App”) and any other games we may offer (the “Games”, and collectively with the Sim, and any Apps, the “Service”), you also will be subject to the terms and conditions of the Sim’s [Terms Of Use and End User License Agreement](#).

As of the Effective Date, iRacing.com Motorsport Simulations, LLC’s affiliates include:

iRacing MN Holding, LLC (DBA Monster Games)

iRacing ARG Holding, LLC (DBA Orontes Games)

Privacy

Please review the [iRacing.com Privacy Policy](#), which also governs your visits to the Site, to understand our practices. If you visit the Site, you accept the iRacing.com Privacy Policy.

Electronic Communications

When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

License and Site Access

iRacing.com grants you a non-exclusive, non-transferable, revocable, limited license to access and make personal use of the Site. As a condition of your use of, and access to, the Site, you agree that you will not: download the Site (other than page caching) or modify it, or any portion of it, except with express written consent of iRacing.com. The Site and any portion of the Site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of iRacing.com. This license

does not include any resale or commercial use of the Site or its contents or any derivative use of the Site or its contents. You may not use data mining, robots, screen scraping, or similar data gathering, extraction tools, meta tags with respect to the Site, nor may you use any "hidden text" utilizing iRacing.com's name or trademarks, or use frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of iRacing.com without our express written consent.

You may not distribute any virus, time bomb, trap door, or other harmful or disruptive computer code, mechanism or program, or otherwise violate the terms of service of Facebook, Twitter or other channel by which you access the Site, or any applicable law, including without limitation any applicable export laws.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the Site (but not the Sim, App, or Games) so long as the link does not portray iRacing.com or its applications in a false, misleading, derogatory, or otherwise offensive matter. You may not use any iRacing.com logo or other proprietary graphic or trademark as part of the link without our express written consent.

Any unauthorized use terminates the permission or license granted by iRacing.com.

Child Online Protection Act Notification

Pursuant to 47 U.S.C. § 230(d) as amended, iRacing.com hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protection is available at the following URLs:

<https://staysafeonline.org/>

<https://www.consumer.ftc.gov/features/feature-0038-onguardonline>

Please note that iRacing.com is not affiliated with the above listed sites, nor is the above intended as an endorsement of any of the products or services listed on such sites.

Trademarks

IRACING™, IRACING® (logos), IRACING.COM®, and IRACING.COM MOTORSPORT SIMULATIONS®, and additional marks as indicated on the Site are trademarks and/or registered trademarks of iRacing.com Motorsport Simulations, LLC in the United States and/or additional countries. Other iRacing.com graphics, logos, page headers, button icons, scripts, and product names are trademarks or trade dress of iRacing.com. iRacing.com's trademarks and trade dress may not be used in connection with any product or service that is not iRacing.com's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits iRacing.com. All other trademarks not owned by iRacing.com that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by iRacing.com.

Claims of Copyright Infringement

All content included on the Site, such as text, graphics, logos, button icons, images, audio clips, video clips, digital downloads, data compilations, and software, is the property of iRacing.com or its content suppliers and protected by United States and international copyright laws. The compilation of all content on the Site is the exclusive property of iRacing.com and protected by U.S. and international copyright laws.

We respect the intellectual property of others, and we expect our users to do the same. It is our policy to comply with the Digital Millennium Copyright Act (DMCA). It is also our policy to terminate the use of the Site by users who are repeat infringers.

If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide the following information to our Copyright Agent:

1. A description of the copyrighted work or other intellectual property that you claim has been infringed, or if there are multiple infringed works, a representative list of such works;

2. Identification of the material that you claim is infringing or is the subject of infringing activity and that is to be removed or disabled, and information reasonably sufficient to permit us to locate the material;
3. Your address, telephone number, and address;
4. A statement by you that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf; and
6. Your electronic or physical signature.

Our Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By email: copyright@iracing.com

By mail: iRacing.com Motorsport Simulations, LLC
300 Apollo Drive
Chelmsford, MA 01824
Attention: Copyright Agent

By telephone: 781-541-6360

Disclaimer of Warranties and Limitation of Liability

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, NEITHER IRACING.COM NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "iRacing.com Parties") WARRANT THAT THE SITE WILL BE UNINTERRUPTED, UNCORRUPTED, TIMELY, OR ERROR-FREE, OR THAT OR THE CONTENT WILL BE ACCURATE, RELIABLE, COMPLETE, CURRENT, OR TIMELY. WITHOUT LIMITATION, IRACING.COM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT.

NEITHER IRACING.COM NOR ITS AFFILIATES OR LICENSORS, NOR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF ANY OF THE FOREGOING, WILL BE LIABLE IN ANY WAY FOR DAMAGE OR LOSS OF ANY KIND RESULTING FROM OR OTHERWISE RELATING TO THE SITE OR THE USE THEREOF. IN NO EVENT WILL ANY OF SUCH IRACING.COM PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. If, notwithstanding the foregoing exclusions, it is determined that iRacing.com is liable for damages, in no event will iRacing.com's liability, whether arising in contract, tort, strict liability or otherwise, exceed (in the aggregate) \$500. You hereby agree to defend, indemnify and hold iRacing.com harmless from and against any claim, liability, loss, injury, damage, cost or expense (including reasonable attorneys' fees) incurred by iRacing.com arising out of or from your use of the Site. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. You agree that the provisions in this paragraph will survive any termination of this Agreement.

TO THE FULLEST EXTENT PERMITTED BY LAW, THESE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SITE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

Injunctive Relief

You acknowledge that the rights granted and obligations made hereunder to iRacing.com are of a unique and

irreplaceable nature, the loss of which will irreparably harm iRacing.com and which cannot be replaced by monetary damages alone so that iRacing.com will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).

Applicable Law

By visiting the Site, you agree that the laws of the Commonwealth of Massachusetts, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and iRacing.com. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state or federal courts located in Boston, Massachusetts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in Boston, Massachusetts.

Miscellaneous

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject iRacing.com to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. This Agreement is effective until terminated by either party. You may terminate this Agreement by discontinuing use of the Site. The privileges granted to you under this Agreement will terminate immediately and automatically without notice from iRacing.com if, in our sole discretion, you fail to comply with any term or provision of this Agreement or for any reason iRacing.com's sole discretion. Neither the course of conduct between the parties nor trade practice will act to modify this Agreement to any party at any time without any notice to you. You may not assign this Agreement without iRacing.com's prior written consent. This Agreement (including the [iRacing.com Privacy Policy](#) and, when applicable, the [iRacing.com Terms Of Use and End User License Agreement](#)) contains the entire understanding of you and iRacing.com, and supersedes all prior understandings between the parties concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

Statute of Limitations

You and iRacing.com both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or this Agreement (including the iRacing.com Privacy Policy) must be filed within ONE (1) YEAR after such claim or cause of action arose or will be forever barred.

Site Policies, Modification, and Severability

iRacing.com may change, modify, suspend, or discontinue in its entirety or any aspect of the Site at any time in accordance with the iRacing.com Privacy Policy. You should visit this page whenever you use the Site to review this Agreement and learn if any terms have changed. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must immediately stop using the Site. Your continued use of the Site following any revision to this Agreement constitutes your complete acceptance of any and all such changes. If any of these terms or conditions are deemed invalid, void, or for any reason unenforceable, that term or condition will be deemed severable and will not affect the validity and enforceability of any remaining terms or conditions.