



Updated September 2026 ("Effective Date")

## **END USER LICENSE AGREEMENT**

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"). YOU SHOULD CAREFULLY READ THIS AGREEMENT, INCLUDING THE [IRACING PRIVACY POLICY](#), WHICH FORMS AN INTEGRAL PART OF THIS AGREEMENT. BY CLICKING ON A BUTTON INDICATING THAT YOU AGREE TO THE TERMS OF THIS DOCUMENT, OTHERWISE INDICATING YOUR ACCEPTANCE OF THE TERMS OF THIS DOCUMENT, OR DOWNLOADING AND/OR USING ANY PORTION OF THE GAME (AS DEFINED BELOW), YOU ARE DEMONSTRATING YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE GAME.

This Agreement sets out the basis on which iRacing makes the videogame, software, or application, along with its associated upgrades, patches, and updates and related services, or any part thereof (collectively, the "Game") available to you. Content such as tracks and cars contained within or available for download from the Game is referred to in this Agreement as "Content" and is part of the Game for purposes of this Agreement.

All use of the Game is governed by this Agreement (including any future revisions of this Agreement). Any use of the Game not in accordance with this Agreement is expressly prohibited.

**IMPORTANT NOTICE** – This Agreement requires use of arbitration on an individual basis to resolve disputes between you and iRacing, rather than jury trials or class actions. Please read Section 16 for further details.

### **1. Grant of a Limited Use Software License**

Your "Account" means your account for access to the Game (where applicable). Subject to your agreement to and continuing compliance with this Agreement, iRacing hereby grants, and you hereby accept, a limited, non-exclusive, non-transferable software license to use the Game (the "License") solely for your personal, non-commercial entertainment, training and educational purposes only. Without limiting the foregoing, the license granted to you is subject to your compliance with the restrictions of use and obligations contained in this Agreement, including without limitation those in Section 3.

### **2. Ownership**

2.1 All rights and title in and to the Game, including the Content (including any user accounts, titles, computer code, objects, locations, concepts, artwork, animations, sounds, audio-visual effects, methods of operation, moral rights, any related documentation, recordings of races), and any and all data and statistics generated by or in connection with the Game, including without limitation, data and statistics generated as a result of your use of the Game (the "Data"), and any and all branding and trademarks associated with iRacing and/or its licensors (collectively, "Trademarks") are owned by iRacing or its licensors and are protected by United States and international laws. The Game may contain certain licensed materials, and iRacing's licensors may enforce their rights in the event of any violation of this Agreement. For clarity, the Content is licensed to you; you will not obtain any ownership interest in any of the Content.

2.2 Without limiting any of the foregoing, you acknowledge and agree that you have no ownership or other property interest in the Game (or any part thereof), the Account, or any other attributes associated with the Account or any part thereof, and you further acknowledge and agree that all rights in and to the Account are and will forever be owned by and inure to the benefit of iRacing. iRacing does not recognize the transfer of Accounts. You may not

purchase, sell, gift or trade any Account, or offer to purchase, sell, gift or trade any Account, and any such attempt will be null and void.

2.3 Without limiting any of the foregoing, iRacing owns, has licensed, or otherwise has rights to all of the content that appears in the Game, including the Content. You agree that you have no right or title in or to any such content. iRacing does not recognize any virtual property transfers executed outside of the Game or the purported sale, gift or trade in the “real world” of anything related to the Game. Accordingly, you may not sell items for “real” money or otherwise exchange items for value outside of the Game.

2.4 Information and materials submitted to iRacing, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Game or the business of iRacing (collectively, “Feedback”), will be considered non-confidential and non-proprietary with regard to you, but iRacing reserves the right to treat any such Feedback as the confidential information of iRacing. For this reason, we ask you not to send us any information or materials that you do not wish to assign to us, including, without limitation, any confidential information or any original creative materials such as product ideas, computer code, or original artwork. By submitting Feedback to iRacing, you hereby irrevocably and unconditionally grant and assign to iRacing and its parent, subsidiaries, and affiliates, and its and their successors, assigns, representatives and licensees (all together, the “Promoters”) free of charge, all worldwide rights, title and interest in and to such Feedback, including without limitation all intellectual property and other rights in and to such Feedback. The Promoters will be entitled to use, sell, display, exploit, disclose, revise, and delete any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, in any manner and for any purpose whatsoever, including but not limited to developing, marketing and selling products and services using such Feedback, without restriction, without compensating you in any way and with or without identifying you as the creator of the Feedback. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, their truthfulness and accuracy. You represent that you have all rights in the Feedback necessary to submit it and to grant and assign to the Promoters all rights, title and interest in and to such Feedback. You further represent that the Feedback that you submit will not infringe the copyright, trademark, publicity/privacy right or other intellectual property or other right of any third party.

### **3. Limitations on Your Use of the Game; Your Responsibilities**

3.1 You agree that you will not (a) modify or cause to be modified any files that are a part of the Game, including the Content or the Data; (b) copy or reproduce the Game or any portion thereof, including the Content, the Data, or the Trademarks (except as expressly permitted in this Agreement), (c) translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on the Game or any portion thereof, including the Content or the Data, or remove any proprietary notices or labels; (d) create or use cheats, bots, “mods”, artificial intelligence (AI), AI models, and/or hacks, or any other non-iRacing software or other technology designed to cheat in or otherwise modify the iRacing experience; (e) use any software or other device that intercepts, “mines”, or otherwise collects information (including the Data) from or through the Game or any aspect thereof; or (f) sell, resell, or make available to any third party the Game (including any information available through the Game), the Content, the Data, or the Trademarks, in exchange for anything of value. Failure to comply with the restrictions and limitations contained in this Section will result in the immediate, automatic termination of the license granted hereunder and may subject you to liability.

3.2 Without limiting the foregoing, iRacing reserves the exclusive right to create derivative works based on the Game, including the Content, the Data, and the Trademarks. You may not create derivative works based on the Game or any of its parts, including the Content, the Data, and the Trademarks, without iRacing’s prior written consent.

3.3 You may not reproduce, display, or otherwise exploit the Game or any of its parts, including the Content, the Data, and the Trademarks, for any commercial purpose, including use or display to others at a race track, car show, convention, arcade, computer gaming center or any other location-based site, without the express written consent of iRacing. You may not rent, lease or license or otherwise provide access to the Game to any other.

3.4 Only iRacing or its licensees have the right to host or otherwise make available the Game. You may not host, provide or develop matchmaking services for the Game, or intercept, emulate or redirect the proprietary communication protocols used by iRacing in any way, regardless of the method used to do so. All connections to

the Game may only be made through methods and means expressly approved by iRacing. Under no circumstances may you connect, or create tools that allow you or others to connect, to the Game's proprietary interface other than those expressly provided by iRacing for personal, non-commercial use.

3.5 For the avoidance of doubt, and without limitation to the prohibitions and restrictions set forth in Sections 3.1, 3.2, and 3.3 and elsewhere in this Agreement, you may not copy, modify, incorporate or otherwise use any part of the Game, including the Content, the Data, and the Trademarks, to create non-fungible tokens or other digital files (collectively, "NFT"). If you violate the foregoing prohibition, then, in addition to any other rights and remedies available to iRacing under this Agreement, at law, or in equity, for valuable consideration, you hereby irrevocably and unconditionally grant and assign to iRacing and its parent, subsidiaries, and affiliates, and its and their successors, assigns representatives and licensees, all rights, title, and interest in and to any and all NFTs you create in violation of the foregoing prohibition.

3.6 Furthermore, persons designated by Foreign Assets Control (OFAC) as Specially Designated Nationals, residents of countries sanctioned by OFAC, and residents of such additional countries as iRacing may from time to time designate are prohibited from registering for and/or using the Game.

#### **4. Your Information**

4.1 Definition. "Your Information" is defined as any information you provide to iRacing or other users: in the registration or transaction process; through any email feature; or through any other feature of the Game. You represent, warrant, and covenant that you have (and will continue to have) full right and authority to make Your Information available under this Agreement and your making available Your Information hereunder complies (and will continue to comply) with all applicable laws. You are solely responsible for Your Information, the consequences of providing Your Information, and your reliance on any information in any public or other areas of the Game, and iRacing merely acts as a passive conduit for your online distribution and publication of Your Information. In the event that you feel threatened or believe that someone else is in danger, you should contact your local law enforcement agency immediately. Any information you share, including without limitation any discussions with others, in any online public area is by design open to the public and is not private. iRacing will have no responsibility for any actions taken, or failures to take action, with respect to the public areas of the Game or any information provided. As with any public area on any website, Your Information may show up in third-party search engine results.

4.2 Restricted Activities. Your Information may not:

- (a) be false, inaccurate or misleading, including without limitation any misrepresentation of your identity, your age or your affiliation with any person or entity;
- (b) be fraudulent or involve the impersonation of any person or entity;
- (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (d) include any private information of any third party, including without limitation addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- (e) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, false advertising or obscenity);
- (f) be defamatory, trade libelous, harmful, threatening, unlawful, sexist, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- (g) be obscene or contain child pornography;
- (h) intimidate or harass another;

(i) contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

(j) contain any information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offenses;

(k) involve the posting, transmission, sharing or otherwise making available of any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or

(l) create liability for iRacing or iRacing's representatives or cause iRacing to lose (in whole or in part) the services of iRacing's ISPs or other suppliers.

4.3 License. Solely to enable iRacing to use the information you supply iRacing, so that iRacing is not violating any rights you might have in that information, you agree to grant iRacing, and hereby do grant iRacing, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid, sublicensable (through multiple tiers), and transferable right to exercise all rights you have in Your Information (including without limitation copyright and publicity rights), in any media now known or not currently known.

4.4 Removal of Your Information. You understand and agree that iRacing may, but is not obligated to, review the Game and may in iRacing's sole discretion delete or remove (without notice) any of Your Information, for any reason or no reason, including Your Information that in iRacing's sole judgment violates this Agreement or any other codes of conduct that iRacing may post from time to time, each of which are incorporated into and a part of this Agreement. You are solely responsible at your sole cost and expense for creating backup copies and replacing any of Your Information you post or store on the Game or provide to iRacing.

## 5. Release

You acknowledge and agree that: the races and/or any other aspect of the Game may be photographed and recorded in audio, visual, audiovisual, and/or any other format (collectively, the "iRacing Photographs and Recordings"); the iRacing Photographs and Recordings may include images and recordings of you; and the iRacing Photographs and Recordings will be the property of iRacing. For valuable consideration, you hereby irrevocably and unconditionally: grant and assign to the Promoters (as defined herein) free of charge: all worldwide rights, title and interest in and to the iRacing Photographs and Recordings, including without limitation all intellectual property and other rights therein and thereto; and grant to the Promoters the non-exclusive, perpetual, royalty-free, worldwide, irrevocable, fully paid, sublicensable (through multiple tiers), and transferable right, license, and permission (but not the obligation), in all forms and media, whether now known or not currently known, to use your name and to use, adapt, reproduce, distribute, edit, exhibit, publicly display, publicly perform, publish and copyright photographic or videotaped images and recordings of you with or without your voice ("Likenesses"), at any time now or hereafter, for providing race results, marketing and advertising the Game and any other lawful purposes whatsoever. You hereby waive any right you may have to inspect or approve the iRacing Photographs and Recordings, the materials that may be used in connection with your name and/or Likenesses, or the uses made of said materials and the iRacing Photographs and Recordings. You agree that the Promoters own all copies of your Likenesses they create, all rights in those copies and anything of value obtained from their use. You understand that the Promoters may make costly arrangements based on this release and the assignment and other rights granted herein and therefore, once given, you cannot withdraw or revoke this release, assignment and other grant of rights. You hereby waive and release any claims you may have against the Promoters for any damages, costs or liabilities you (or others claiming through you) incur from the Promoters' use of your name or Likenesses and/or the iRacing Photographs and Recordings, including but not limited to damages caused by any distortion, alteration, optical illusion or composite use, whether intentional or otherwise, that may occur in making, processing, duplicating, distributing or displaying the iRacing Photographs and Recordings and/or your name or these Likenesses. The provisions of this Section 5 are intended for the benefit of the Promoters and their officers, employees, agents, service providers and business affiliates.

## **6. Information Control**

We do not control the information provided by other users that is made available through the Game. You may find other users' information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Game. iRacing cannot and does not confirm each user's age with absolute certainty. So, you should be aware that there are also risks of dealing with underage persons. Additionally, there may be risks of dealing with people acting under false pretenses and dealing with international trade and foreign nationals. By using the Game, you agree to accept such risks and that iRacing is not responsible for the acts or omissions of users of the Game.

## **7. iRacing's Absolute Right to Suspend, Terminate and/or Delete the Account**

7.1 IRACING MAY SUSPEND, TERMINATE, OR DELETE YOUR ACCOUNT AT ANY TIME WITH ANY REASON (INCLUDING WITHOUT LIMITATION DUE TO SUSPECTED CHEATING OR UNFAIR PLAY AND/OR HARASSING OR INAPPROPRIATE BEHAVIOR) OR NO REASON, WITH OR WITHOUT NOTICE. For purposes of explanation and not limitation, most account suspensions, terminations and/or deletions are the result of violations of this Agreement.

7.2 To the extent permitted by applicable law, in the event that you are permanently banned or your account is permanently terminated by iRacing, you will forfeit your right to any and all payments you may have made for pre-purchased access to the Game and any Content. To the extent permitted by applicable law, you agree and acknowledge that you are not entitled to any refund for any amounts which were pre-paid on behalf of the Account prior to any termination of your Account.

7.3 Upon any termination or deletion of your Account due to your violation of this Agreement, any rights granted to you under this Agreement will automatically and immediately terminate. In such event, you must immediately and permanently destroy all copies of the Game (including any user guides) and Content in your possession and control and remove the Game and Content from your hard drive.

7.4 If your Account is terminated or deleted for any reason other than your violation of this Agreement, you may continue to use the Game subject to the terms and conditions contained in this Agreement.

## **8. Warranty Disclaimer**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AND THE CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITATION, IRACING EXPRESSLY DISCLAIMS (ON BEHALF OF ITSELF AND ITS LICENSORS) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT.

## **9. Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER IRACING 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 GAME OR THE CONTENT OR THE USE THEREOF. IN NO EVENT WILL ANY OF SUCH 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 is liable for damages, in no event will iRacing's liability, whether arising in contract, tort, strict liability or otherwise, exceed (in the aggregate) the total fees paid by you to iRacing during the six (6) months prior to the time such claim arose. You hereby agree to defend, indemnify and hold iRacing harmless from and against any claim, liability, loss, injury, damage, cost or expense (including reasonable attorneys' fees) incurred by iRacing arising out of or from your use of the Game. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

## **10. Export Controls**

The Game may be subject to U.S. export controls and may not be re-exported, downloaded or otherwise exported without a license or into (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce

Department's Table of Denial Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

#### **11. Force Majeure**

Without limitation to any other term of this Agreement, iRacing will not be liable for any delay or failure to perform resulting from causes outside the reasonable control of iRacing, including any failure to perform hereunder due to unforeseen circumstances or cause beyond iRacing's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

#### **12. Equitable Remedies**

In the event that you breach this Agreement, you hereby agree that iRacing would be irreparably damaged if this Agreement were not specifically enforced, and therefore you agree that iRacing will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as iRacing may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

#### **13. Acknowledgments**

**You hereby acknowledge and agree to the following:**

13.1 WHEN THE GAME IS RUNNING, IRACING MAY OBTAIN CERTAIN IDENTIFICATION INFORMATION ABOUT YOUR GAMING PLATFORM, INCLUDING YOUR IP ADDRESS(ES) AND OPERATING SYSTEM(S) THROUGH DETECTION MECHANISMS. YOU HEREBY CONSENT TO IRACING'S USE OF SUCH INFORMATION FOR THE PURPOSES OF IMPROVING THE GAME AND TO POLICE AND ENFORCE THE PROVISIONS OF THIS AGREEMENT.

13.2 In addition to any disclosures permitted by the [Privacy Policy](#), iRacing may, with or without notice to you, disclose your Internet Protocol (IP) address(es), personal information, and information about you and your activities in response to a written request by law enforcement, a court order or other legal process. iRacing may use or disclose your personal information if iRacing believes that doing so may protect your safety or the safety of others.

13.3 You are wholly responsible for the cost of all telephone and Internet access charges along with all necessary equipment, consoles, servicing, repair or correction incurred in maintaining connectivity to any computer used to support the Game.

13.4 RACING IS AN INHERENTLY DANGEROUS ACTIVITY. WITHOUT LIMITATION TO ANY OTHER PROVISION OF THIS AGREEMENT, YOU ASSUME ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE OR LIABILITY ARISING AS A RESULT OF YOUR ENGAGING IN RACING OR DRIVING, INCLUDING WITHOUT LIMITATION YOUR APPLICATION OF ANY METHOD, TECHNIQUE OR SKILL OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE GAME. IRACING WILL HAVE NO LIABILITY TO YOU OR ANY OTHER PARTY FOR, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS IRACING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND ADVISORS FROM AND AGAINST, ANY INJURY, DEATH, PROPERTY DAMAGE OR LIABILITY ARISING AS A RESULT OF YOUR ENGAGING IN RACING OR DRIVING.

13.5 YOU ASSUME ALL RISK OF INJURY OR DEATH AS A RESULT OF YOUR USE OF THE GAME. WITHOUT LIMITATION OF THE FOREGOING, YOU ASSUME ALL RISK OF INJURY OR DEATH AS A RESULT OF YOUR USE OF ANY HARDWARE (AS DEFINED BELOW) AND/OR COMPONENTS (AND/OR ANY ASSOCIATED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SOFTWARE INTERFACING SUCH HARDWARE AND/OR COMPONENTS WITH THE GAME), SUCH AS ANY COMPUTER, DESKTOP, SCREEN, DEVICE, PERIPHERAL, HELMET, RIG, COCKPIT, SETUP, CHASSIS, SEAT, STEERING WHEEL, SHIFTER, AND/OR PEDALS (COLLECTIVELY, "HARDWARE"). IF YOU HAVE ANY MEDICAL CONDITION THAT WOULD PUT YOU AT HIGHER RISK OF INJURY OR DEATH IF YOU PARTICIPATED IN REAL WORLD RACING, YOU SHOULD, BEFORE USING THE GAME, CONSULT WITH YOUR DOCTOR TO ENSURE THAT YOU CAN USE

THE GAME SAFELY. IRACING WILL HAVE NO LIABILITY TO YOU OR ANY OTHER PARTY FOR, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS IRACING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND ADVISORS FROM AND AGAINST, ANY INJURY, DEATH, PROPERTY DAMAGE OR LIABILITY ARISING AS A RESULT OF YOUR USE OF THE GAME AND/OR ANY HARDWARE.

13.6 We may include links to third-party sites or services, or information about third-party products or services. You should review the terms of use and privacy policies of all sites and services you link to from or are referred to by the Game. We do not endorse or take responsibility for these third-party offerings. We do not vet or take responsibility for third-party sites, services or products or the postings or communications of other users.

#### **14. Claims of Copyright Infringement**

iRacing respects the intellectual property of others, and iRacing expects iRacing's users to do the same. iRacing may, in appropriate circumstances and at iRacing's discretion, disable and/or terminate the accounts of users who may be 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 iRacing's Copyright Agent:

- (a) a description of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple works at a single site are covered by a single notification, a representative list of such works at the site;
- (b) 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;
- (c) your address, telephone number, and email address;
- (d) 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;
- (e) 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
- (f) your electronic or physical signature.

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

By email: [copyright@iracing.com](mailto:copyright@iracing.com)

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

By telephone: 781-541-6360

#### **15. Changes to this Agreement and the Game**

Except with respect to Sections 16.2 (Binding Arbitration) and 16.3 (Exceptions to Arbitration), iRacing reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement (including the [Privacy Policy](#) which forms an integral part of this Agreement) at any time, effective with or without prior notice; provided, however, that material changes (as determined in iRacing's sole and absolute discretion) will be disclosed as follows: iRacing will provide you with notification of any such changes by email, postal mail, website posting, pop-up screen, or in-application notice. 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 terminate, and immediately stop using, the Game and the Account. Your continued use of the Game following any

revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. iRacing may change, modify, suspend, or discontinue any aspect of the Game at any time. iRacing may also impose limits on certain features or restrict your access to parts or all of the Game without notice or liability.

## **16. Dispute Resolution and Governing Law**

16.1 Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement (“Dispute”), you and iRacing agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice. Your address for such notices is your billing address, with an email copy to the email address you have provided to iRacing. iRacing’s address for such notices is iRacing.com Motorsport Simulations, LLC, 300 Apollo Drive Chelmsford, MA 01824 USA, Attention: Legal. Notices sent by mail will be deemed received three (3) days after the date of mailing.

16.2 Binding Arbitration. If you and iRacing are unable to resolve a Dispute through informal negotiations, either you or iRacing may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. If you are a resident of the United States, the arbitration will be commenced and conducted under the Streamlined Arbitration Rules and Procedures of JAMS (the “JAMS Rules”), which is available at the JAMS website: [www.jamsadr.com](http://www.jamsadr.com). If you reside outside the United States, the arbitration will be commenced and conducted under the WIPO Expedited Arbitration Rules, which are available at the WIPO website [www.wipo.int](http://www.wipo.int). The determination of whether a Dispute is subject to arbitration will be governed by the United States Federal Arbitration Act and/or any other superseding US State law, and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation will be governed by the JAMS Rules (and, where appropriate, limited by the JAMS Consumer Rules) or by the WIPO Expedited Arbitration Rules, as applicable. The arbitration hearing may be conducted in person, through the submission of documents, by phone or online. The arbitrator’s final order will be in writing, but need not provide a reasoned decision unless requested by a party. The arbitrator must follow applicable law, and any order may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and iRacing may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the order entered by the arbitrator.

16.3 Exceptions to Arbitration. Notwithstanding Section 16.2: (a) either you or iRacing may bring a claim in a small claims court of competent jurisdiction, provided the claim qualifies and remains in that court; (b) iRacing may bring an action in any court of competent jurisdiction for any action seeking payment of unpaid fees owed by you to iRacing, and/or actions alleging theft, piracy, copyright infringement, trademark infringement, invasion of privacy or unauthorized use; and (c) either party may seek temporary, preliminary, or other provisional equitable relief in any court of competent jurisdiction to prevent imminent and irreparable harm, pending completion of arbitration. For the avoidance of doubt, bringing an action under this Section 16.3 does not waive the right to compel arbitration of any other Dispute.

16.4 Restrictions. You and iRacing agree that any arbitration will be limited to the Dispute between iRacing and you individually. To the full extent permitted by law, (a) no arbitration will be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

16.5 Location. If you are a resident of the United States, any arbitration will take place in your state of residence, at any reasonable location within the United States convenient for you, or, at the election of either party, remotely, as permitted by the applicable JAMS arbitration rules. If you reside outside the United States, any arbitration will be conducted in Boston, Massachusetts, USA, unless otherwise required by the applicable WIPO Expedited Arbitration Rules or agreed by the parties. You and iRacing agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), the Massachusetts state and Federal courts located in Boston, Massachusetts, USA have exclusive jurisdiction and you and iRacing agree to submit to the personal jurisdiction of such courts, except as otherwise required by applicable law. Without limiting the foregoing, if a

Dispute arises in the State of California or you are a resident of the State of California, iRacing will not require you to arbitrate or adjudicate such Dispute outside of California, and California law will apply to the Dispute to the extent required by California Civil Code section 1799.208. In such circumstances, the Dispute may be arbitrated or adjudicated in a court or arbitral forum located within California with appropriate jurisdiction, including through an arbitration proceeding (whether in person or remote) permitted by the applicable JAMS arbitration rules and in compliance with California law.

**16.6 Governing Law.** Except as expressly provided otherwise, this Agreement is governed by, and will be construed under, the laws of the USA and the Commonwealth of Massachusetts, without regard to choice of law principles, except if applicable State law requires otherwise. For Disputes arising in California, California law will apply to the extent required by California Civil Code section 1799.208 or other applicable law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**16.7 Severability.** You and iRacing agree that if any portion of this Section 16 is found illegal or unenforceable, that portion will be severed and the remainder of the section will be given full force and effect. To the extent any provision of this Section 16 conflicts with applicable law, including without limitation California Civil Code section 1799.208, such provision will be deemed modified to comply with such law. If any provision cannot be so modified, it will be severed, and the remainder of this Section 16 will remain enforceable.

## **17. Miscellaneous**

Pursuant to 47 U.S.C. § 230(d) as amended, iRacing 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 links:

<http://staysafeonline.org/stay-safe-online/>

<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.

If any provision of this Agreement is unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. This Agreement (including the [Privacy Policy](#) which are incorporated into and a part of this Agreement) is the complete and exclusive statement of the agreement between you and iRacing concerning its subject matter, and this Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other communications with regard thereto between you and iRacing. This Agreement may only be modified as set forth herein. The section headings used herein are for reference only and will not be read to have any legal effect. Whenever used in this Agreement, the word “including” will be deemed to mean “including, without limitation.”

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF USE AND END USER LICENSE AGREEMENT AND AGREE THAT MY USE OF THE GAME IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT.