

## IRACING.COM MOTORSPORT SIMULATION EXPERIENCE

### TERMS OF USE AND END USER LICENSE AGREEMENT

May 1, 2017

THIS IS A LEGAL AGREEMENT (this "Agreement") BETWEEN YOU AND IRACING.COM MOTORSPORT SIMULATIONS, LLC ("iRacing.com"). AS USED HEREIN, "YOU" MEANS A USER OF THE SIM AND IN ADDITION, WHEN THE USER OF THE SIM IS A MINOR (NOT UNDER THE AGE OF 13) REGISTERED BY A PARENT AND/OR GUARDIAN, THE TERM "YOU" ALSO INCLUDES SUCH PARENT AND/OR GUARDIAN. YOU SHOULD CAREFULLY READ THIS AGREEMENT, INCLUDING THE IRACING.COM PRIVACY POLICY (the "Privacy Policy") AND IRACING.COM OFFICIAL SPORTING CODE (the "Sporting Code"), BOTH OF WHICH ARE INCORPORATED INTO AND A PART OF THIS AGREEMENT. IF YOU AGREE WITH THIS AGREEMENT, PLEASE CLICK "ACCEPT" AT THE BOTTOM OF AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE SIM OR TO REGISTER ANOTHER PERSON TO USE THE SIM.

Welcome to the iRacing.com motorsport simulation experience (the "Sim"). The Sim includes three software components: (a) iRacing.com's proprietary iRacing.com online software application currently found at <http://www.iracing.com/> and any subdomains (the "Site") and the software applications, features, and information available on the Site, along with associated and successor websites, software applications, features, and information, or any part thereof (collectively, the "Online Application"), (b) the client software program for the Online Application (including any "patches," updates, or the like supplied to you by iRacing) along with any accompanying materials or documentation, and all copies and derivative works of the foregoing (collectively, the "Sim Client"), and (c) additional software that is not part of the Sim Client, including additional downloadable content such as tracks and cars (collectively, the "Content").

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

1. Eligibility. In order to register for the Sim, you must be an adult according to the laws of the jurisdiction (i.e. state or country, as the case may be) in which you reside. If you are not an adult, if you wish to use the Sim you must have a parent or guardian register for the Sim on your behalf. By registering for the Sim, you are making a representation to iRacing that you are an adult in the jurisdiction in which you reside and that you agree to this Agreement on behalf of yourself and, at your discretion, for one (1) minor child not under the age of 13 for whom you are a parent or guardian and whom you have authorized to use the account you create to use the Sim. In the event that you register a minor child not under the age of 13 to use the Sim, you hereby agree to this Agreement on behalf of yourself and such minor, and you understand and agree that you will be responsible for all uses of the Sim by the minor you register, whether or not such uses were authorized by you. In any event, the Sim is not designed for minors under the age of 13, so minors under the age of 13 are not permitted to use the Sim.

2. Grant of a Limited Use Software License. If you agree to this Agreement, the Sim Client will be installed onto your hardware. If your hardware meets the minimum requirements, the installation of the Sim Client will enable you to use the Sim by accessing your account with the Sim (your "Account"). Subject to your agreement to and continuing compliance with this Agreement, iRacing.com hereby grants, and you hereby accept, a limited, non-exclusive, non-transferable software license to (a) install the Sim Client and the Content on up to two computers owned by you or under your legitimate control (for example, your desktop computer and your laptop) at any one time, and (b) use the Online Application, Sim Client and the Content solely in conjunction with the Sim for your personal, non-commercial entertainment, training and educational purposes only. You are permitted to transfer the Sim Client to another computer owned by you or under your legitimate control, provided you remove the Sim Client from the original computer. Without limiting the foregoing, the license granted to you is subject to your compliance with the restrictions of use and obligations contained in Section 5. In addition, as further

explained in Section 12.3, your right to use certain aspects of the Sim Client and the Content may be for a limited duration or may be terminated by iRacing.com.

### 3. Ownership.

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

3.2. Without limiting any of the foregoing, you acknowledge and agree that you have no ownership or other property interest in the Account, or any other attributes associated with the Account or stored on the Sim 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.com. iRacing.com 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.

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

3.4. Information and materials submitted to iRacing.com, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Sim or the business of iRacing.com (collectively, "Feedback"), will be considered non-confidential and non-proprietary with regard to you, but iRacing.com reserves the right to treat any such Feedback as the confidential information of iRacing.com. 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.com, for valuable consideration, you hereby irrevocably and unconditionally grant and assign to iRacing.com 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 right, 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.

### 4. Establishing an Account; Fees.

4.1. To establish an Account, you will be required to provide iRacing.com with certain personal information. Your failure to supply accurate information to iRacing.com when requested, or to update that information as it changes, may result in an interruption or cancellation of access to the Online Application.

You agree that we may handle your personal information as described in our [Privacy Policy](#). In particular (but without limitation), you acknowledge that, except in extraordinary circumstances as agreed to by iRacing in its sole discretion, YOUR REAL NAME (or a variation of your name, such as your name followed by a numeral) WILL BE DISPLAYED TO OTHER USERS OF THE SIM, AND YOU HEREBY CONSENT TO SUCH DISPLAY. THIS INCLUDES DISPLAY OF YOUR NAME WITH RESPECT TO ANY DISCIPLINARY ACTIONS TAKEN AGAINST YOU AS FURTHER DESCRIBED IN THE [SPORTING CODE](#). The purpose of displaying members' real names is to create accountability to discourage members from engaging in disruptive activity. IF YOU ARE AUTHORIZING A MINOR TO USE THE SIM, YOU MUST NOT PROVIDE TO IRACING.COM ANY PERSONAL INFORMATION ABOUT SUCH MINOR.

4.2. During the registration process, you will also be required to select a password that is unique to your Account. You may not share the Account or your password with anyone except as expressly permitted under this Agreement. You are responsible for maintaining the confidentiality of your password, and you will be responsible for all uses of your password, whether or not authorized by you. In the event that you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your password, you must immediately notify iRacing.com by emailing [support@iracing.com](mailto:support@iracing.com). You acknowledge and agree that iRacing and all other persons or entities involved in the operation of the Sim will have the right to transmit, monitor, retrieve, store, and use any information recorded and/or stored in your account in connection with the operation of the Sim.

4.3. You acknowledge that unless you request otherwise in your "My Account" section of the iRacing member website by clicking on the box to not automatically renew, your subscription will automatically renew at the end of your subscription period and you will be charged for the renewal fee.

4.4. Your use of the Sim will be subject to your payment of the membership fee applicable to the membership level you select. iRacing.com's current membership fees can be found at <http://www.iracing.com/membership/>. Additional fees for Content may apply. Content fees are for the right to use the Content as part of the Sim as described in this Agreement and are not for payment of a separate offering or service. Please note: Prices do not include U.S. sales tax and as of January 2017 prices also do not include VAT. Depending on your taxing jurisdiction indirect taxes like sales tax / VAT / GST / service tax / cess / IGIC at the applicable rate may be added to your purchase.

## 5. Limitations on Your Use of the Sim; Your Responsibilities.

5.1. You agree that you will not (a) modify or cause to be modified any files that are a part of the Sim, including the Online Application, the Sim Client, the Content or the Data; (b) copy, photocopy or reproduce the Sim (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 Sim, or remove any proprietary notices or labels on the Sim; (d) create or use cheats, bots, "mods", and/or hacks, or any other third-party software designed to modify the iRacing.com experience; or (e) use any software or other device that intercepts, "mines", or otherwise collects information (including the Data) from or through the Sim or any aspect thereof. Notwithstanding the foregoing, you may update the Sim Client with authorized patches and updates distributed by iRacing.com. Failure to comply with the restrictions and limitations contained in this section will result in the immediate, automatic termination of the Sim and license granted hereunder and may subject you to liability. Notwithstanding the foregoing, you may make one (1) copy of the Sim Client for archival purposes only and make copies of user guides for the Sim for personal reference purposes only.

5.2. Without limiting the foregoing, iRacing.com reserves the exclusive right to create derivative works based on the Sim, including the Online Application, the Sim Client, the Content, and the Data. You may not create derivative works based on the Sim without iRacing.com's prior written consent.

5.3. You may not exploit the Sim or any of its parts, including the Online Application, the Sim Client, the Content, and the Data, 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.com. You may not rent, lease or license or otherwise provide access to the Sim to any other.

5.4. Only iRacing.com or its licensees have the right to host the Sim. You may not host, provide or develop matchmaking services for the Sim, or intercept, emulate or redirect the proprietary communication protocols used by iRacing.com in any way, regardless of the method used to do so. Such prohibited methods may include, but are not limited to, protocol emulation, tunneling, reverse engineering, modifying the Sim Client, adding unauthorized components to the Sim Client, or using a packet sniffer while the Sim Client is running. All connections to the Sim, whether created by the Sim Client or by tools and utilities, may only be made through methods and means expressly approved by iRacing.com. Under no circumstances may you connect, or create tools that allow you or others to connect, to the Sim's proprietary interface other than those expressly provided by iRacing.com for personal, non-commercial use.

5.5. You may not disrupt or assist in the disruption of (a) any computer used to support the Sim; or (b) any other member's Sim experience. ANY ATTEMPT BY YOU TO DISRUPT THE SIM OR ANY PART THEREOF OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. iRacing.com, in its sole discretion, reserves the right to review on-track collisions and interpret all available data and images to determine fault and/or blame in an effort to determine if any such collision was an attempt to purposefully disrupt the Sim or any part thereof or compromise the experience of any other member. You agree that you will not violate any applicable law or regulation in connection with your use of the Sim.

5.6. You may not cheat or otherwise engage in conduct deemed by iRacing.com to be in conflict with the spirit or intent of the Sim. iRacing.com is using EasyAntiCheat anti-cheat service ("EasyAntiCheat"), which is operated by a third-party service provider offering services to iRacing.com. EasyAntiCheat has a client software ("Client") that is integrated into the Sim. When you start a new race the Client will automatically load and install its latest version to the Sim. When you are using the Sim, EasyAntiCheat is monitoring your account, analyzing the race binaries and scanning the memory of the Sim for the purpose of detecting and preventing cheating in the Sim ("Purpose"). For the Purpose EasyAntiCheat is storing information regarding cheating methods used in the Sim ("EasyAntiCheat Data"). By installing, copying, or otherwise using the Sim, you give your consent that EasyAntiCheat may gather, store and publish EasyAntiCheat Data for the Purpose. The EasyAntiCheat Data will be used by EasyAntiCheat solely for the Purpose, including but not limited to identifying and banning players who are cheating in computer games, analyzing cheating behavior and cheating codes as well as sharing information about cheats with affiliates of EasyAntiCheat.

## 6. Your Information.

6.1. Definition. "Your Information" is defined as any information you provide to iRacing.com or other users: in the registration or transaction process; in any public area (including any member forums, message boards, blogs, and any public message area, including the iRacing World area); through any email feature; or through any other feature of the Sim or the Online Application. 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 Sim, and iRacing.com 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 reserves the right, but will not be obligated, to record any dialogue or exchanges in the Sim. iRacing will have no responsibility for any actions taken, or failures to take action, with respect to the public areas of the Sim or any information provided. As with any public area on any website, Your Information may show up in third-party search engine results.

6.2. 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, 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) 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
- (k) create liability for iRacing.com or iRacing.com's representatives or cause iRacing.com to lose (in whole or in part) the services of iRacing.com's ISPs or other suppliers; or

6.3. License. Solely to enable iRacing.com to use the information you supply iRacing.com, so that iRacing.com is not violating any rights you might have in that information, you agree to grant iRacing.com, and hereby do grant iRacing.com, 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.

6.4. Removal of Your Information. You understand and agree that iRacing.com may, but is not obligated to, review the Sim or the Online Application and may in iRacing.com's sole discretion delete or remove (without notice) any of Your Information, for any reason or no reason, including Your Information that in iRacing.com's sole judgment violates this Agreement or the Sporting Code or any other codes of conduct that iRacing.com 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 Sim or the Online Application or provide to iRacing.com.

7. Your Materials.

7.1. The Sim may allow you to upload, post, and/or distribute content including without limitation for the purpose of personalizing or customizing portions or elements of the Sim, including without limitation the ability to "paint" autos, subject to the following conditions:

- (a) You understand that all user-submitted text (including without limitation user biographies and profiles), data, software, sounds, photographs, audio, audiovisual, video, artwork, graphics, messages and other materials of any nature ("Materials") that are found on the Sim are the sole responsibility of the person from whom the Materials originated. This means you, and not iRacing.com, are entirely responsible for the Materials you submit. Further, you understand that by using the Sim you may be exposed to Materials that are offensive, objectionable or indecent.
- (b) You agree that all Materials you submit to the Sim will be the property of iRacing.com, and for valuable consideration, you hereby irrevocably and unconditionally grant and assign all worldwide rights, title and interest in and to such Materials, including without limitation all intellectual property and other rights therein and thereto, to the Promoters (as defined herein) free of charge, and you acknowledge and agree that the Promoters may use, sell, display, disclose, revise, delete, and otherwise exploit such Materials in any manner and for any purpose whatsoever, without compensation to you.
- (c) You will not distribute through or otherwise publish or display through the Sim (including without limitation on any cars) any Materials that are indecent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, harassing; contain expressions of hatred, bigotry, racism or pornography, promote or otherwise refer to tobacco products, alcohol or illicit drugs; or are otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party or violate any law.
- (d) You represent that you have all rights in the Materials you submit to the Sim necessary to submit them and to grant and assign to the Promoters all right, title and interest in and to such Materials. You further represent that the Materials that you submit will not infringe the copyright, trademark, publicity/privacy right or other intellectual property or other right of any third party.
- (e) Without limiting the foregoing, you represent that you will not include in the paint scheme of any car any trademarks, logos, graphics, or any other content or materials of any third party unless you have obtained express written permission from the owner of the same to do so.
- (f) You will not upload to, distribute through or otherwise publish through the Sim any Materials that contain viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers or other equipment.
- (g) You agree to indemnify and hold harmless the Promoters from and against any and all claims, liabilities and expenses (including without limitation reasonable attorneys' fees) incurred by the Promoters in connection with any claim that you have breached or violated this Agreement, including without limitation any of the provisions of Section 3.4, this Section 7, and Section 8.

8. Release. You acknowledge and agree that: the races and/or any other aspect of the Sim 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.com. 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 Sim 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 me) 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 8 are intended for the benefit of the Promoters and their officers, employees, agents, service providers and business affiliates.

9. Information Control. We do not control the information provided by other users that is made available through our system. You may find other users’ information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Sim. Also, although iRacing.com uses techniques to verify the age of our users when they register on the Sim, because user verification on the Internet is difficult, iRacing.com 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 also be risks of dealing with people acting under false pretenses and dealing with international trade and foreign nationals. By using the Sim, you agree to accept such risks and that iRacing.com is not responsible for the acts or omissions of users of the Sim.

10. Sporting Code. Your use of the Sim is governed by the Sporting Code. The Sporting Code must be adhered to by all users of the Sim. Among other things, the Sporting Code contains a code of conduct, provides that once a final appeal is exhausted all iRacing.com determinations are final, and further provides that you agree not to bring any action, claim or suit against iRacing.com with respect to any iRacing.com determinations. It is your responsibility to carefully review, know, understand and abide by this Sporting Code. The Sporting Code is incorporated into and a part of this Agreement. This means that as a condition to using the Sim, you agree to be bound to all of the rules, terms and conditions contained in the Sporting Code. The rules contained in the Sporting Code are not meant to be exhaustive, and iRacing.com reserves the right to determine which conduct it considers to be outside the spirit of the rules and to take such disciplinary measures as it sees fit up to and including termination and deletion of the Account. iRacing.com reserves the right to modify the Sporting Code at any time.

11. Prize-paying Competitions. From time to time iRacing.com may sponsor simulated racing competitions for which prizes are offered (“Competitions”). Only members age 13 or older who maintain their membership, and the appropriate license level, throughout the Competitions are eligible to participate in these Competitions. Residents of Cuba, Iran, Syria, North Korea, Crimea and Sudan are ineligible to participate. The Competitions are void in these countries and VOID WHERE PROHIBITED OR RESTRICTED BY LAW. iRacing.com reserves the right to deny or restrict any individual’s participation in the Competitions for any reason and at any time and further reserves the right to withhold Competition prizes to any individual if iRacing.com in its sole discretion determines that the awarding of such prizes may violate any applicable U.S., state or foreign law, rule, regulation or directive. Without limiting the foregoing, contestants in the following locations may not be eligible to win cash prizes: Alaska, Arizona, Arkansas, Connecticut, Delaware, Florida, Illinois, Iowa, Louisiana, Maryland, Missouri, Montana, South Carolina, South Dakota, Tennessee and Vermont. Additional rules and restrictions regarding each Competition are contained in the official rules for the Competition, which can be found by clicking on “REFERENCE” from the iRacing.com member site home page or at: <http://members.iracing.com/membersite/member/instruction.jsp>. Before entering any Competition, you should review and understand the official rules for the Competition. Competition rules are a part of and

incorporated into this Agreement. By entering any Competition, you are indicating that you accept and agree to the Competition rules.

12. iRacing.com's Absolute Right to Suspend, Terminate and/or Delete the Account.

12.1. IRACING.COM 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 HARRASSING 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.

12.2. You may cancel your membership by selecting "Cancel Membership" under the "My Account" section of the iRacing.com member website. In the event that you terminate or breach this Agreement, you will forfeit your right to any and all payments you may have made for pre-purchased access to the Sim and any Content. 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. However, if you voluntarily cancel your membership, the termination of your Account will not occur until the end of the subscription period for which you have paid, and you will be able to continue using the Sim until such time.

12.3. iRacing.com may place limits on the amount of time certain Content may be used with the Sim or it may terminate users' rights to use certain Content with the Sim. For example, if iRacing.com is no longer authorized by the owner of a track to license the use of the track with the Online Application, users will no longer have the rights to use the track with the Online Application. However, even if you are no longer permitted to use certain Content with the Online Application, you may continue to use the Content with the Sim Client on your local computer, unless you are otherwise notified by iRacing.com or your Account is terminated or deleted due to your violation of this Agreement.

12.4. 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 Sim Client (including any user guides) and Content in your possession and control and remove the Sim Client and Content from your hard drive.

12.5. If your Account is terminated or deleted for any reason other than your violation of this Agreement, you will no longer be able to use the Online Application, but you may continue to use the Sim Client subject to the terms and conditions contained in this Agreement.

13. Warranty Disclaimer. THE SIM (INCLUDING THE ONLINE APPLICATION, THE SIM CLIENT AND THE CONTENT) IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. 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.

14. Limitation of Liability. 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 SIM (INCLUDING THE ONLINE APPLICATION, THE SIM CLIENT, 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.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) the total fees paid by you to iRacing.com during the six (6) months prior to the time such claim arose. 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 Sim. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.



15. Export Controls. The Sim is 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.

16. Force Majeure. Without limitation to any other term of this Agreement, iRacing.com will not be liable for any delay or failure to perform resulting from causes outside the reasonable control of iRacing.com, including any failure to perform hereunder due to unforeseen circumstances or cause beyond iRacing.com'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.

17. Acknowledgments. You hereby acknowledge and agree to the following:

17.1. WHEN RUNNING, THE SIM MAY MONITOR YOUR COMPUTER'S RANDOM ACCESS MEMORY (RAM) FOR UNAUTHORIZED PROGRAMS RUNNING CONCURRENTLY WITH THE SIM. AN "UNAUTHORIZED PROGRAM" MEANS ANY SOFTWARE, INCLUDING ANY "ADDON," "MOD," "HACK," "TRAINER," OR "CHEAT," THAT IN IRACING.COM'S SOLE DETERMINATION: (a) ENABLES OR FACILITATES CHEATING OF ANY TYPE; (b) ALLOWS USERS TO MODIFY OR HACK THE SIM INTERFACE, ENVIRONMENT, AND/OR EXPERIENCE IN ANY WAY NOT EXPRESSLY AUTHORIZED BY IRACING.COM; OR (c) INTERCEPTS, "MINES," OR OTHERWISE COLLECTS INFORMATION FROM OR THROUGH THE SIM. IN THE EVENT THAT THE SIM DETECTS AN UNAUTHORIZED PROGRAM, THE SIM MAY COMMUNICATE INFORMATION BACK TO IRACING.COM, INCLUDING YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED PROGRAM DETECTED, AND THE TIME AND DATE THE UNAUTHORIZED PROGRAM WAS DETECTED.

17.2. WHEN THE SIM IS RUNNING, IRACING.COM MAY OBTAIN CERTAIN IDENTIFICATION INFORMATION ABOUT YOUR COMPUTER AND ITS OPERATING SYSTEM, INCLUDING YOUR HARD DRIVES, CENTRAL PROCESSING UNIT, IP ADDRESS(ES) AND OPERATING SYSTEM(S). YOU HEREBY CONSENT TO IRACING.COM'S USE OF SUCH INFORMATION FOR THE PURPOSES OF IMPROVING THE SIM AND TO POLICE AND ENFORCE THE PROVISIONS OF THIS AGREEMENT.

17.3. In addition to any disclosures permitted by the Privacy Policy, iRacing.com 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.com may use or disclose your personal information if iRacing.com believes that doing so may protect your safety or the safety of others.

17.4. IRACING.COM MAY RECORD YOUR CHAT SESSIONS AND OTHER ELECTRONIC COMMUNICATION TRANSMITTED OR RECEIVED THROUGH THE SIM AND YOU CONSENT TO SUCH MONITORING OR LOGGING.

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

17.6. iRacing.com may deploy or provide patches, updates and modifications to the Sim that must be installed for you to continue to use the Sim. You hereby grant to iRacing.com your consent to deploy and apply such patches, updates and modifications iRacing.com, including remotely updating the Sim Client residing on the your machine.

17.7. iRacing Dollars and other similar credits issued by iRacing.com (collectively, "iRacing Dollars") are only valid for purchases made on the Sim. iRacing Dollars are not valid for purchases on the

iRacing.com Gear Store. iRacing Dollars have no cash value. iRacing.com reserves the right to set expiration dates for iRacing Dollars.

17.8. 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 SIM. IRACING.COM WILL HAVE NO LIABILITY TO YOU OR ANY OTHER PARTY FOR, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS IRACING.COM 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.

17.9. SIMRACING CAN BE A PHYSICALLY DEMANDING AND STRESSFUL ACTIVITY. 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 SIM, CONSULT WITH YOUR DOCTOR TO ENSURE THAT YOU CAN USE THE SIM SAFELY. YOU ASSUME ALL RISK OF INJURY OR DEATH AS A RESULT OF YOUR USE OF THE SIM.

17.10. 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 Sim. 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.

18. Equitable Remedies. In the event that you breach this Agreement, you hereby agree that iRacing.com would be irreparably damaged if this Agreement were not specifically enforced, and therefore you agree that iRacing.com 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.com 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.

19. Claims of Copyright Infringement. iRacing.com respects the intellectual property of others, and iRacing.com expects iRacing.com's users to do the same. iRacing.com may, in appropriate circumstances and at iRacing.com'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.com'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.com's Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

iRacing.com Motorsport Simulations, LLC  
34 Crosby Drive  
Bedford, MA 01730 USA  
Attention: Copyright Agent

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

By telephone: 781-541-6360

20. Changes to this Agreement and the Sim. Except with respect to Sections 21.2 (Binding Arbitration) and 21.3 (Exceptions to Alternative Dispute Resolution), iRacing.com 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 and Sporting Code, which are incorporated into and a part of this Agreement) at any time, effective with or without prior notice; provided, however, that material changes (as determined in iRacing.com's sole and absolute discretion) will be disclosed as follows: iRacing.com 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 Sim and the Account. Your continued use of the Sim following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. iRacing.com may change, modify, suspend, or discontinue any aspect of the Sim at any time. iRacing.com may also impose limits on certain features or restrict your access to parts or all of the Sim without notice or liability.

21. Dispute Resolution and Governing Law.

21.1. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and iRacing.com 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, 34 Crosby Drive, Bedford, MA 01730 USA, Attention: Legal.

21.2. Binding Arbitration. If you and iRacing.com are unable to resolve a Dispute through informal negotiations, either you or iRacing.com 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 Federal Arbitration Act 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. If such costs are determined by the arbitrator to be excessive, iRacing.com will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a

statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and iRacing.com may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

21.3. Exceptions to Alternative Dispute Resolution. You and iRacing.com agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or iRacing.com's intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief.

21.4. Restrictions. You and iRacing.com agree that any arbitration will be limited to the Dispute between iRacing.com 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.

21.5. Location. If you are a resident of the United States, any arbitration will take place at any reasonable location within the United States convenient for you. If you reside outside the United States, any arbitration will be initiated in Boston, Massachusetts, USA. You and iRacing agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, the Massachusetts state and Federal courts located in Boston, Massachusetts, USA have exclusive jurisdiction and you and iRacing.com agree to submit to the personal jurisdiction of such courts.

21.6. Governing Law. Except as expressly provided otherwise, this Agreement will be 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. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

21.7. Severability. You and iRacing.com agree that if any portion of this Section 21 is found illegal or unenforceable (except any portion of Section 21.3), that portion will be severed and the remainder of the section will be given full force and effect. If Section 21.3 is found to be illegal or unenforceable, neither you nor iRacing.com will elect to arbitrate any Dispute falling within that portion of Section 21.3 found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within Boston, Massachusetts, USA, and you and iRacing.com agree to submit to the personal jurisdiction of that court.

22. 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 on the websites StaySafeOnline (<http://staysafeonline.org/stay-safe-online/>), GetNetWise (<http://kids.getnetwise.org/>), and OnGuardOnline (<http://www.onguardonline.com/>). Please note that iRacing 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 and Sporting Code, which are incorporated into and a part of this Agreement) is the complete and exclusive statement of the agreement between you and iRacing.com 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.com. 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 AGREEMENT AND AGREE THAT MY USE OF THE SIM AND/OR THE ONLINE APPLICATION (AND/OR MY REGISTRATION OF ANOTHER PERSON TO USE THE SIM AND/OR THE ONLINE APPLICATION) IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS TERMS OF USE AND END USER LICENSE AGREEMENT.