Updated October 2026 (“Effective Date”)

SUPPLEMENTAL TERMS FOR EU USERS

1. EU Users

These iRacing Supplemental Terms for EU Users (the “Supplemental EU Terms”) are incorporated into and a part of the iRacing Terms of Use and End User License Agreement (“Agreement”).

All capitalized terms that are not defined in this document have the meaning defined in the Agreement.

If you are located in the European Union or the European Economic Area (“EEA”) (“EU User/s”), certain provisions of Regulation (EU) 2022/2065 on a Single Market for Digital Services, known as the Digital Services Act (“DSA”), apply to your use of those parts of the Service that qualify as intermediary services or hosting services under the DSA (including, without limitation, in-game chat functionality and forum features). In these Supplemental EU Terms, “illegal content” means any information that, in itself or in relation to an activity, does not comply with EU law or with the law of an EU Member State which is in compliance with EU law. The DSA-specific provisions applicable to EU Users are set out in these Supplemental EU Terms and apply in addition to the general terms of the Agreement or prevail over the general terms of the Agreement in case of a conflict between the respective provisions.

2. DSA Legal Representative and Points of Contact

As iRacing is not established in the European Union (“EU”) but offers services to EU Users (i.e., the recipients located in the EU or the EEA), iRacing has designated VeraSafe as its EU DSA legal representative in the European Union, pursuant to Article 13 of the DSA. The European Union Member States’ competent authorities, the European Commission, and the European Board for Digital Services may contact VeraSafe in addition to or instead of the iRacing DSA mailbox (DSALawEnforcement@iRacing.com), on issues necessary for the receipt of, compliance with, and enforcement of decisions issued in relation to the DSA.

To make such an inquiry, please contact VeraSafe using this contact form:

https://verasafe.com/public-resources/contact-dsa-legal-representative/ or via telephone at: +420 228 881 031.

Alternatively, VeraSafe can be contacted at:

VeraSafe Ireland Ltd.

Unit 3D North Point House

North Point Business Park

New Mallow Road

Cork T23AT2P

Ireland

Point of Contact for Authorities. The iRacing DSA mailbox (DSALawEnforcement@iRacing.com) is iRacing's single point of contact for the European Union Member States' authorities, the European Commission and the European Board for Digital Services under Article 11 of the DSA. Communications with this point of contact, and with VeraSafe, may be made in English.

Point of Contact for EU Users. If you are an EU User, you may communicate directly and rapidly with iRacing about these Supplemental EU Terms or about the DSA by email at support@iracing.com. These channels are handled by iRacing's staff and do not rely solely on automated tools.

3. Content Moderation

3.1 iRacing applies the content restrictions set out in Section 7 of the Agreement through the following moderation policies, procedures, measures, and tools, which apply to user-generated content on hosting features of the Service (including in-game chat and forums). For the avoidance of doubt, the following provisions apply to EU Users of the Service and, to the extent of any inconsistency, shall take precedence over any contrary provision of the Agreement, including Sections 7.4 and 13.1 thereof.

(a) Human Review: trained moderation staff review reported content and account-level escalations. Human reviewers have final decision-making authority over account suspensions and terminations.

(b) Automated Tools: iRacing uses automated filtering tools to detect certain categories of content that are manifestly illegal or that manifestly violate the terms of the Agreement (for example, keyword-based profanity filters). Where an automated tool is used to support or take a moderation decision, this will be disclosed in any statement of reasons provided to the affected user.

Besides the aforementioned content-moderation automated tools, iRacing uses the automated Anti-Cheat Services and Anti-Cheat Services Client as detailed in Section 6.7 of the Agreement. These services do not have access to the content of in-game user communications. Account-level sanctions resulting from anti-cheat detections (including account bans) are subject to the human review and statement of reasons applicable to all moderation decisions under these Supplemental EU Terms. Further, iRacing applies certain detection mechanisms to identify accounts that have been banned or suspended. For the avoidance of doubt, although the Anti-Cheat Services Client or other detection mechanisms are not content moderation tools, it may result in or help enforce account-level restrictions, including account bans for detected cheating behavior or other violations of the terms of the Agreement.

(c) Notice-Based Moderation: iRacing processes notices submitted through the mechanisms described in Section 4 below (Illegal Content Notice-and-Action) and Section 21 of the Agreement (Claims of Copyright Infringement).

(d) Own-Initiative Moderation: iRacing may, on its own initiative and without receiving a notice, take moderation actions where it identifies content that is illegal or that violates the terms of this Agreement.

(e) Application of Restrictions: all content moderation decisions are applied diligently, objectively, and proportionately, with due regard to the fundamental rights of all parties, including the rights to freedom of expression and information, human dignity, and the protection of personal data, in accordance with the procedural rules and decision-making provisions set out in Section 3.2 and Sections 4 to 6 below.

(f) Criminal Activity Notification: iRacing will promptly notify relevant law enforcement or judicial authorities about any discovered content suggesting serious criminal activity affecting life or safety of a person or persons.

3.2 Statement of Reasons. Notwithstanding Sections 7.4 and 13.1 of the Agreement, where iRacing, on the ground that content you have provided is illegal content or is incompatible with the Agreement, (i) removes, disables access to or otherwise restricts the visibility of specific items of content you have provided, (ii) suspends or terminates the provision of the Service, or any part of it, to you, or (iii) suspends or terminates your Account, iRacing will provide you with a clear and specific statement of reasons, at the latest when the restriction takes effect, provided that iRacing has your electronic contact details. The statement of reasons will include:

(a) the type of restriction imposed and, where applicable, its territorial scope and its duration;

(b) the facts and circumstances relied on, including, where relevant, whether the decision was taken following a Notice under Section 4 or on iRacing's own initiative and, where strictly necessary, the identity of the notifier;

(c) where applicable, information on the use of automated means in taking the decision, including whether the content was detected or identified using automated means;

(d) where the decision concerns allegedly illegal content, a reference to the legal ground relied on and an explanation of why the content is considered to be illegal on that ground, and where the decision is based on incompatibility with the Agreement, a reference to the contractual ground relied on and an explanation of why the content is considered to be incompatible with it; and

(e) clear and user-friendly information on the possibilities for redress available to you, including the appeal process described in Section 6 and judicial redress.

This Section 3.2 does not apply to deceptive high-volume commercial content.

3.3 Our annual transparency reports on content moderation activity are available here.

4. Illegal Content – Notice-and-Action Mechanism

4.1 General. iRacing provides the following easy-to-access, user-friendly, electronic mechanism for any individual or entity (wherever located) to notify iRacing of specific items of information stored on the Service that the notifier considers to be illegal content ("DSA Illegal Content Notice" or "Notice" within the meaning of this Section 4). This mechanism is separate from and in addition to the copyright infringement notice process set out in Section 21 of the Agreement (Claims of Copyright Infringement). Copyright infringement notices should continue to be submitted through the copyright-specific process.

4.2 How to Submit. To submit a DSA Illegal Content Notice, please submit a DSA Notice Form here. Your Notice must include the following information:

(a) a sufficiently reasoned explanation of the reasons for which you consider the content to be illegal under applicable law, including, where possible, identification of the legal provision alleged to be infringed;

(b) a clear indication of the exact electronic location of the information, for example, the URL(s) or equivalent identifier(s) sufficient to allow iRacing to locate the content;

(c) your name and email address, except where the Notice concerns content alleged to involve offences against children of a sexual nature, in which case you may submit the Notice without providing your identity;

(d) a statement confirming your good-faith belief that the information and allegations contained in the notice are accurate and complete. Notices submitted in bad faith or that are manifestly unfounded may result in suspension of your ability to submit further Notices in accordance with iRacing's Misuse Policy (Section 5 below).

4.3 Retention. iRacing will retain Notices and the associated decisions for a minimum period required under applicable law (and in any event no less than six (6) months from the date on which iRacing informs the notifier of its decision), for the purpose of complaint-handling, dispute resolution, and regulatory accountability.

5. Misuse Policy – Repeat Illegal Content and Repeat Unfounded Notices

5.1 Repeat Providers of Manifestly Illegal Content. Where an EU User of the Service has, on prior occasions, provided content that was determined to be manifestly illegal, iRacing will issue a prior written warning to the EU User. If the EU User continues to provide manifestly illegal content following such warning, iRacing may suspend the EU User's access to the user-generated content and communication features of the Service (including in-game chat and/or forum posting) for a reasonable period proportionate to the frequency and severity of the violations. Illustrative examples of manifestly illegal content that may trigger this policy include: child sexual abuse material; content constituting criminal incitement to violence or hatred; content constituting a criminal offence under applicable terrorism laws; and content involving serious crimes against persons, or content determined by a court of competent jurisdiction to be illegal. This list is illustrative and not exhaustive.

Suspension durations under this policy will vary, depending on the severity and repetition of the conduct, as determined by iRacing on a case-by-case basis. In determining whether to suspend and the appropriate duration, iRacing will conduct a case-by-case assessment, in a timely, diligent and objective manner, considering all relevant facts and circumstances, including:

(a) the nature, gravity, and frequency of the manifestly illegal content provided;

(b) any context or explanation provided by the recipient and, where it can be identified, the recipient's intention; and

(c) the potential harm caused or likely to be caused to third parties.

5.2 Repeat Submission of Manifestly Unfounded Notices. Where an individual or entity has, on prior occasions, submitted notices under the DSA Illegal Content Notice mechanism (Section 4 above) that were found to be manifestly unfounded, iRacing will issue a prior written warning to that individual or entity.

If the individual or entity continues to submit manifestly unfounded notices following such warning, iRacing may temporarily suspend their ability to submit further notices through those channels for a reasonable, proportionate period. iRacing will conduct a case-by-case assessment, in a timely, diligent and objective manner, before imposing any such suspension, taking into account all relevant facts and circumstances, including the absolute number of manifestly unfounded notices submitted within a given period, their proportion relative to the total number of notices submitted by that individual or entity in that period, the gravity of the misuse and its consequences and, where it can be identified, the intention of the individual or entity. The duration of any suspension will be determined on the basis described in Section 5.1.

5.3 Notification and Redress. iRacing will provide affected individuals with a statement of reasons for any suspension imposed under this Section in accordance with Section 3.2. Any such suspension may be challenged through the appeal process described in Section 6.

6. Appeals and Judicial Redress

6.1 Appeals. If you are an EU User, or an individual or entity that has submitted a Notice under Section 4, and you disagree with a decision of the kind described in Section 3.2, a decision taken on your Notice (including a decision not to act on it) or a suspension imposed under Section 5, you may ask iRacing to review that decision, free of charge, by email to DSALawEnforcement@iRacing.com within six (6) months of being informed of the decision. Please identify the decision you are challenging (including any reference number given in the statement of reasons), explain why you consider it to be unjustified and include any supporting information.

6.2 Handling of Appeals. iRacing will review appeals in a timely, diligent, non-arbitrary and objective manner. Decisions on appeals are taken under the supervision of appropriately qualified iRacing staff and not solely on the basis of automated means. Where iRacing concludes that the decision under review was unjustified, it will reverse that decision without undue delay. iRacing will inform you of its reasoned decision on your appeal without undue delay. An appeal against a decision of the kind described in Section 6.1 that is submitted through iRacing's general customer support or protest channels will be treated as an appeal under this Section 6.

6.3 Judicial Redress. Nothing in these Supplemental EU Terms affects your right to contest a decision referred to in Section 6.1 before a court in accordance with applicable law, at any stage.

7. Dispute Resolution and Governing Law

7.1 Governing Law, Jurisdiction and Venue. Notwithstanding the provisions of Section 23.6 of the Agreement, the choice of Massachusetts law does not deprive you as an EU User of the protection afforded to you by provisions that cannot be derogated from by agreement under the law of the country in which you have your habitual residence, including any mandatory consumer protection rights under EU law and the provisions of the DSA applicable to your use of the Service.