Updated October 2026 (“Effective Date”)

TERMS OF USE AND 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”). AS USED HEREIN, “YOU” MEANS A USER OF THE SERVICE (AS DEFINED BELOW) AND IN ADDITION, WHEN THE USER OF THE SERVICE 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 PRIVACY POLICY, THE IRACING SUPPLEMENTAL TERMS FOR EU USERS (the “Supplemental EU Terms”) AND (TO THE EXTENT YOU ARE A SIM USER) THE IRACING OFFICIAL SPORTING CODE (the “Sporting Code”), EACH OF WHICH (TO THE EXTENT APPLICABLE) ARE INCORPORATED INTO AND A 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 SERVICE (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 SERVICE OR TO REGISTER ANOTHER PERSON TO USE THE SERVICE.

Welcome to the iRacing motorsport simulation experience (the “Sim”). The Sim includes three software components: (a) iRacing’s proprietary iRacing online software application currently found at https://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”).

In addition to the Sim, this Agreement also applies to any mobile application we offer (each, an “App”) and any other games we may offer (the “Games”, and collectively with the Sim, and any Apps, the “Service”).

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

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

iRacing MN Holding, LLC (DBA Monster Games)

iRacing ARG Holding, LLC (DBA Orontes Games)

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 23 for further details.

1. Eligibility

In order to register for the Service (where applicable), 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 Service you must have a parent or guardian register for the Service on your behalf. By registering for the Service, 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 Service. In the event that you register a minor child not under the age of 13 to use the Service, 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 Service by the minor you register, whether or not such uses were authorized by you. In any event, the Service is not designed for minors under the age of 13, so minors under the age of 13 are not permitted to use the Service.

Notwithstanding the foregoing or anything to the contrary in this Agreement or the Privacy Policy, you hereby acknowledge and consent that, if the information of any user of the Service who is a minor (not under the age of 13) (a "Minor User") is submitted or collected in connection with such Minor User's use of the Service (including through a requested account name change or otherwise), and including without limitation such Minor User's name, photograph, audio/visual recording, and other information described in the Privacy Policy, all such information may be used and processed by iRacing and the Promoters (as defined below) in accordance with the terms of this Agreement and the Privacy Policy. Without limitation of the foregoing, you hereby expressly grant consent to the Promoters to: (a) process and disclose such Minor User's and/or your information and Likeness (as defined below) in accordance with the Privacy Policy; (b) transfer such Minor User's and/or your information and Likenesses throughout the world, including to the United States or other countries that do not ensure adequate protection for personal information (as determined by the European Commission); and (c) disclose such Minor User's and/or your information and Likenesses to comply with lawful requests by public authorities, including to meet national security or law enforcement requirements.

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 Service.

2. EU Users

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 (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). The DSA-specific provisions applicable to EU Users are set out in the Supplemental EU Terms which apply in addition to, and where inconsistent with other provisions prevail over, the general terms of this Agreement to the extent of such inconsistency.

3. Grant of a Limited Use Software License

If you agree to this Agreement, in the event that you are a Sim user, 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" means your account for access to the Service (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 (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 this Agreement, including without limitation those in Section 6. In addition, as further explained in Section 13.3, 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.

4. Ownership

4.1 All rights and title in and to the Service, including the Sim, 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 Service, including without limitation, data and statistics generated as a result of your use of the Service (the "Data"), and any Teams (as defined below), and any and all branding or trademarks associated with such Teams, 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 Service 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 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.

4.2 Without limiting any of the foregoing, you acknowledge and agree that you have no ownership or other property interest in the Service (or any part thereof), 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. 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.

4.3 Without limiting any of the foregoing, iRacing owns, has licensed, or otherwise has rights to all of the content that appears in the Service, 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 Service or the purported sale, gift or trade in the "real world" of anything related to the Service. Accordingly, you may not sell items for "real" money or otherwise exchange items for value outside of the Service.

4.4 Information and materials submitted to iRacing, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Service 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.

5. Establishing an Account; Fees; Automatic Renewal

5.1 To establish an Account, you will be required to provide iRacing with certain personal information. Your failure to supply accurate information to iRacing 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 we encourage members to register and display their real name (or a reasonable variation of it) to other iRacing users as this fosters accountability and discourages disruptive activity. If you have privacy or other concerns, you may instead use an alias as your display name, provided it is a reasonable first and last name. You may not use obvious fake names, inappropriate, derogatory, or vulgar names, fictional characters, gaming tags, or the name of a famous person. YOU HEREBY CONSENT TO THE DISPLAY OF YOUR NAME OR CHOSEN ALIAS TO OTHER USERS OF THE SIM. THIS INCLUDES DISPLAY OF YOUR NAME, OR CHOSEN ALIAS, WITH RESPECT TO ANY DISCIPLINARY ACTIONS TAKEN AGAINST YOU AS FURTHER DESCRIBED IN THE Sporting Code. Members must be 13 years or older to use the SIM. Members who are 13 or older but not adults, and who are not racing on a legal guardian's account, may NOT use their real name without the consent of their legal guardian, which may be obtained by contacting customer service.

5.2 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. Nobody but you may use your password or your Account and you are responsible for all actions taken by individuals who use your password or Account, including in contravention of the foregoing. 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 by emailing support@iracing.com. You acknowledge and agree that iRacing and all other persons or entities involved in the operation of the Service 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 Service.

5.3 Your use of the Sim will be subject to your payment of the membership fee applicable to the membership level you select. iRacing's current membership fees can be found at https://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 may be added to your purchase at the applicable rate.

5.4 **You acknowledge and agree that, to the extent permitted by applicable law, subscriptions automatically renew at the end of each subscription period, unless you request otherwise by clicking on the box to not automatically renew in your "My Account" section of the iRacing member website. You must pay the applicable renewal fee when each renewal period starts.**

6. Limitations on Your Use of the Service; Your Responsibilities

6.1 You agree that you will not (a) modify or cause to be modified any files that are a part of the Service, including the Sim, the Online Application, the Sim Client, the Content or the Data; (b) copy or reproduce the Service or any portion thereof, including the Sim, the Online Application, the Sim Client, 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 Service or any portion thereof, including the Sim, the Online Application, the Sim Client, the Content, or the Data, or remove any proprietary notices or labels on the Sim; (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 Service or any aspect thereof; or (f) sell, resell, or make available to any third party the Service (including any information available through the Sim (including any of the public areas thereof)), the Sim, the Online Application, the Sim Client, the Content, the Data, or the Trademarks, in exchange for anything of value. Notwithstanding the foregoing, you may update the Sim Client with authorized patches and updates distributed by iRacing. Failure to comply with the restrictions and limitations contained in this Section will result in the immediate, automatic termination of the Service 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 Service for personal reference purposes only.

6.2 Without limiting the foregoing, iRacing reserves the exclusive right to create derivative works based on the Service, including the Sim, the Online Application, the Sim Client, the Content, the Data, and the Trademarks. You may not create derivative works based on the Service or any of its parts, including the Sim, the Online Application, the Sim Client, the Content, the Data, and the Trademarks.

6.3 You may not exploit the Service or any of its parts, including the Sim, the Online Application, the Sim Client, 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. You may not rent, lease or license or otherwise provide access to the Service to any other.

6.4 Notwithstanding the foregoing, you may be permitted to broadcast streams of limited races via limited means subject to the terms of the iRacing Broadcast Policy, which is incorporated herein by reference. A violation of any term of the iRacing Broadcast Policy will be deemed a violation of this Agreement.

6.5 Only iRacing or its licensees have the right to host or otherwise make available the Service. You may not host, provide or develop matchmaking services for the Service, or intercept, emulate or redirect the proprietary communication protocols used by iRacing 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 Service, whether created by the Sim Client or by tools and utilities, 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 Service's proprietary interface other than those expressly provided by iRacing for personal, non-commercial use.

6.6 You may not disrupt or assist in the disruption of (a) any computer used to support the Service; or (b) any other member's Service experience. ANY ATTEMPT BY YOU TO DISRUPT THE SERVICE OR ANY PART THEREOF OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. iRacing, 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 Service 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 Service.

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

6.8 For the avoidance of doubt, and without limitation to the prohibitions and restrictions set forth in Sections 6.1, 6.2, and 6.3 and elsewhere in this Agreement, you may not copy, modify, incorporate or otherwise use any part of the Service, including the Sim, the Online Application, the Sim Client, 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.

7. Your Information

7.1 Definition. "Your Information" is defined as any information you provide to iRacing 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 Service, the Sim, or the Online Application. 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 Service, 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 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 Service or any information provided. As with any public area on any website, Your Information may show up in third-party search engine results.

7.2 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.

7.3 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.

7.4 Removal of Your Information. Subject to the Supplemental EU Terms in the case of EU Users, you understand and agree that iRacing may, but is not obligated to, review the Service or the Online Application 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 (where applicable) the Sporting Code 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 Service or the Online Application or provide to iRacing.

8. Your Materials

8.1 The Service 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 Service, 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 Service are the sole responsibility of the person from whom the Materials originated. This means you, and not iRacing, are entirely responsible for the Materials you submit. Further, you understand that by using the Service you may be exposed to Materials that are offensive, objectionable or indecent.

(b) You agree that all Materials you submit to the Service will be the property of iRacing, 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 Service (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 firearms; 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 Service 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 your Materials, including without limitation in the paint scheme of any car, in the name of any league, on any website, or in any broadcast, 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 Service 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 4.4, this Section 8, and Section 9.

9. 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. 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 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 9 are intended for the benefit of the Promoters and their officers, employees, agents, service providers and business affiliates.

10. 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 Service. Also, although iRacing uses techniques to verify the age of our users when they register on the Service, because user verification on the Internet is difficult, 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 also be risks of dealing with people acting under false pretenses and dealing with international trade and foreign nationals. By using the Service, you agree to accept such risks and that iRacing is not responsible for the acts or omissions of users of the Service.

11. 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 determinations are final, and further provides that you agree not to bring any action, claim or suit against iRacing with respect to any iRacing determinations. It is your responsibility to carefully review, know, understand and abide by the 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 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 reserves the right to modify the Sporting Code at any time.

12. Prize-paying Competitions; Teams

12.1 From time to time iRacing 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 countries sanctioned by the US Office of Foreign Assets Control (OFAC), persons designated by OFAC as Specially Designated Nationals, and residents of such additional countries as iRacing may from time to time designate are ineligible to participate. The Competitions are void in these countries and to these persons and VOID WHERE PROHIBITED OR RESTRICTED BY LAW. iRacing 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 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 document for the Competition, which can be at https://members-ng.iracing.com/support/documents or by clicking "Help" from the main menu of https://members-ng.iracing.com and clicking on "Documents". 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.

12.2 iRacing may, at its sole discretion, select users of the Sim to be part of one or more teams (each a "Team") consisting of elite/professional/world championship level drivers (each a "Team Member"). Such Teams may participate in Competitions. In addition to your obligations in connection with participation in such Competitions, you acknowledge and agree that iRacing may, at any time and for any reason, in its sole discretion, remove any Team Member from any Team, including without limitation any Team Member who (a) violates the Sporting Code, (b) commits any criminal act or other act involving moral turpitude, drugs or felonious activities (including but not limited to sexual assault, assault, murder, felonious drug use, child pornography, domestic abuse, and extortion), or (c) commits any act or becomes involved in any situation or occurrence which brings him or her into public disrepute, contempt, scandal, or ridicule, or which would shock or offend a reasonable person or any group or class of persons, or which reflects unfavorably upon the Team Member, the Team or iRacing, or if information becomes public, or if iRacing otherwise becomes aware, that such Team Member has conducted himself or herself in a manner as otherwise described (a), (b) or (c) in the past. You further acknowledge and agree that, in the event iRacing, in its sole discretion, selects you to be a Team Member of a particular Team, you may be required to submit to a criminal background check and you further agree that your participation as a Team

Member on a Team may be conditioned on your timely execution of a consent to conduct such a criminal background check, as may be provided by iRacing from time to time.

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

13.1 SUBJECT TO THE SUPPLEMENTAL EU TERMS IN THE CASE OF EU USERS, 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.

13.2 You may cancel your Sim membership by selecting "Cancel Membership" under the "My Account" section of the iRacing member website. 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 Service 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. By accessing the Service, you acknowledge that, although under certain circumstances, users located in the European Union may have a right to cancel prepaid Account subscriptions within 14 days of signing up for, upgrading to or renewing an Account, PERFORMANCE OF THIS AGREEMENT HAS BEGUN UPON ACCESSING THE SERVICE AND YOU THEREBY LOSE YOUR RIGHT OF WITHDRAWAL UNDER APPLICABLE LAW, INCLUDING APPLICABLE EUROPEAN UNION LAW, IN RESPECT OF THE PURCHASE OF ANY DIGITAL CONTENT HEREUNDER, AND YOU THEREBY WAIVE ANY RIGHT YOU MAY HAVE TO A REFUND OF ANY AMOUNTS WHICH WERE PRE-PAID ON BEHALF OF YOUR 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 Service until such time.

13.3 iRacing may place limits on the amount of time certain Content may be used with the Service or it may terminate users' rights to use certain Content with the Service. For example, if iRacing 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 or your Account is terminated or deleted due to your violation of this Agreement.

13.4 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.

13.5 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.

14. Warranty Disclaimer

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE (INCLUDING THE SIM, THE ONLINE APPLICATION, THE SIM CLIENT, AND THE CONTENT) IS 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.

15. 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 SERVICE (INCLUDING THE SIM, 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 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 Service. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

16. Export Controls

The Service 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.

17. 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.

18. 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.

19. iRacing Dollars and Credits

19.1 Definitions.

(a) "iRacing Dollars" means converted currency saved to a Member's account that may be used for a variety of purchases. iRacing Dollars may be purchased from the iRacing Store at a 1.00 to $1.00 USD rate. They are also awarded when a Gift Card code is redeemed. They may be gifted to other Members but not transferred from one account to another.

(b) "iRacing Credits" means a currency awarded by iRacing to Members. iRacing Credits are awarded each Season through Race Participation (up to 10.00 iRacing Credits per license type), and they may also be awarded by iRacing for other reasons as applicable.

19.2 Duration of iRacing Credits. Accrued iRacing Credits have no monetary value and do not constitute property of the user. All iRacing Credits issued after the "Updated" date first written above will expire no sooner than twenty-four (24) months after the date of issuance. For iRacing Credits issued prior to the "Updated" date first written above, the Credits will be treated as if issued on that date and expire no sooner than twenty-four (24) months following such date. Notwithstanding the foregoing, your iRacing Credits will automatically and immediately expire (and you forfeit them) if you are permanently banned or your account is permanently terminated by iRacing.

19.3 Validity. iRacing Dollars, iRacing Credits and other similar credits issued by iRacing are only valid for purchases made on the Sim. iRacing Dollars and iRacing Credits are not valid for purchases on the iRacing Gear Store. iRacing Dollars and Credits have no cash value. iRacing reserves the right to set and change expiration dates for iRacing Dollars and Credits.

20. Acknowledgments

You hereby acknowledge and agree to the following:

20.1 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'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; 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, INCLUDING YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED PROGRAM DETECTED, AND THE TIME AND DATE THE UNAUTHORIZED PROGRAM WAS DETECTED.

20.2 WHEN THE SIM IS RUNNING, IRACING MAY OBTAIN CERTAIN IDENTIFICATION INFORMATION ABOUT YOUR COMPUTER AND ITS OPERATING SYSTEM THROUGH DETECTION MECHANISMS. YOU HEREBY CONSENT TO IRACING'S USE OF SUCH INFORMATION FOR THE PURPOSES OF IMPROVING THE SIM AND TO POLICE AND ENFORCE THE PROVISIONS OF THIS AGREEMENT.

20.3 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.

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

20.5 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 Service.

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

20.7 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 SERVICE. 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.

20.8 YOU ASSUME ALL RISK OF INJURY OR DEATH AS A RESULT OF YOUR USE OF THE SERVICE. 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 SERVICE), SUCH AS ANY COMPUTER, DESKTOP, SCREEN, DEVICE, PERIPHERAL, HELMET, RIG, COCKPIT, SETUP, CHASSIS, SEAT, STEERING WHEEL, SHIFTER, AND/OR PEDALS (COLLECTIVELY, "HARDWARE"), INCLUDING WITHOUT LIMITATION ANY INJURY CAUSED BY ANY FORCE FEEDBACK. FURTHER, AND WITHOUT LIMITATION OF THIS SECTION 20.8, 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 SERVICE, CONSULT WITH YOUR DOCTOR TO ENSURE THAT YOU CAN USE THE SERVICE 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 SERVICE AND/OR ANY HARDWARE.

20.9 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 Service. 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.

21. 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

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

By telephone: 781-541-6360

22. Changes to this Agreement and the Service

Except with respect to Sections 23.2 (Binding Arbitration) and 23.3 (Exceptions to Alternative Dispute Resolution), 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, the Supplemental EU Terms and (where applicable) the 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'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 Service and the Account. Your continued use of the Service 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 Service at any time. iRacing may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability.

23. Dispute Resolution and Governing Law

23.1 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.

23.2 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. 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. 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.

23.3 Exceptions to Arbitration. Notwithstanding Section 23.2: (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 23.3 does not waive the right to compel arbitration of any other Dispute.

23.4 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.

23.5 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.

23.6 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.

23.7 Severability. You and iRacing agree that if any portion of this Section 23 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 23 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 23 will remain enforceable.

24. 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, the Supplemental EU Terms 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 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."

25. Sony Specific Terms

Solely to the extent you accessed the Service through Sony's PlayStation Network or PlayStation console (collectively "PSN"), this Section 25 will apply. You acknowledge and agree that this Agreement is between you and iRacing and not between you and any Sony entity. As between iRacing and Sony, iRacing is solely responsible for the Service. You acknowledge and agree that your right and license to use any Service accessed through PSN is limited to use on a Sony system that you own or control. Sony is a third-party beneficiary of this Agreement. "Sony" means Sony Computer Entertainment Europe Ltd.

26. Microsoft Specific Terms

Solely to the extent you accessed the Service through Microsoft's Xbox console, this Section 26 will apply. You acknowledge that Microsoft has no obligation under this Agreement to provide support or other services with respect to the Service. "Microsoft" means Microsoft Corporation.

27. Terms for App Store Apps

If you accessed or downloaded the App from the Apple Inc. ("Apple") Store, you agree to use the App only: (1) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software) that you own or control; and (2) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service as of the effective date of this Agreement. You must comply with applicable third-party terms of agreements when using the App. In the event of any conflict between (a) this Agreement and (b) the Apple Media Services Terms and Conditions or the Apple Volume Content Terms (in each case to the extent applicable), the Apple Media Services Terms and Conditions or the Apple Volume Content Terms (as applicable) will govern.

If you accessed or downloaded the App from any app store or distribution platform (like the Apple Store or Google Play) (each, an "App Provider"), then you acknowledge and agree that:

27.1 This Agreement is between you and iRacing, and not with App Provider, and that, as between iRacing and the App Provider, iRacing is solely responsible for the App.

27.2 The App Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

27.3 To the extent you accessed or downloaded the App from the Apple Store, in the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund to you any purchase price you paid for the App (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Subject to Section 14 and Section 15, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App to conform to any warranty will be the sole responsibility of iRacing.

27.4 Subject to Section 14 and Section 15, as between Apple and iRacing, iRacing, and not Apple, is responsible for addressing any claims you or any third party may have relating to the App or your possession and use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

27.5 In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between Apple and iRacing, iRacing will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim solely to the extent required by this Agreement.

27.6 To the extent you accessed or downloaded the App from the Apple Store, Apple and its subsidiaries are third-party beneficiaries of this Agreement as related to your license of the App, and, upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App against you as a third party beneficiary thereof.

27.7 You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App you represent and warrant that: (1) you are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

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 SERVICE, THE SIM, AND/OR THE ONLINE APPLICATION (AND/OR MY REGISTRATION OF ANOTHER PERSON TO USE THE SERVICE, 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.