



## Terms of Use

### 1. Introduction and Acceptance of Terms and Conditions

RaceReach, LLC, a Delaware limited liability company (“us”, “we”, “RaceReach”) provides an online service that allows an event organizer (the “Event Organizer”) to (i) post information and other content about an event and (ii) collect information and fees from individuals (“End Users” and, together with Event Organizers, “Users” or “you”) that desire to register for the event.

RaceReach operates www.RaceReach.com and event-specific websites, downloadable software, mobile applications (including tablet applications) and other services provided by RaceReach and collects, uses, stores, shares, and secures personal data transferred to RaceReach on behalf of its Clients (collectively, the “Site”) subject to your compliance with the terms and conditions contained or referenced herein, our Privacy Policy, and, for certain services, any additional posted terms and conditions that apply to such services (collectively, the “Terms and Conditions”).

**By using the Site or any of the services offered through the Site, you agree to these Terms and Conditions. If you do not agree to these Terms and Conditions, do not use the Site or any goods and services offered through the Site.**

### 2. Changes to Terms and Conditions

We may update these Terms and Conditions from time to time without notice to you. You agree that it is your responsibility to review the Site and these Terms and Conditions periodically to learn of any modifications. Your continued use of the Site after the posting of any modifications shall constitute your agreement to be bound by such modified Terms and Conditions.

### 3. Limited Nature of Transaction with RaceReach

RaceReach acts as an information and payment processing portal only. Event Organizer is solely responsible for posting event descriptions, fulfilling the registration, and organizing and administering the event. Our generation of a confirmation number confirming your registration via the Site completes RaceReach’s obligations with respect to the transaction. As more fully set forth below, RaceReach makes no warranties or representations whatsoever with respect to any event or any goods or services that the Event Organizer makes available through the Site.

### 4. All Registrations are Final

RaceReach does not issue any refunds, cancellations or exchanges for any reason whatsoever, including, without limitation, Event Organizer’s failure to fulfill your order or Event Organizer’s cancellation of the event. If you have any disputes, questions or concerns regarding or relating to the event, contact the Event Organizer directly.

### 5. Registration

In order to access certain features of the Site, you may be required to register and select a password and user name. If you register, you agree to provide us with accurate and complete registration information and to inform us immediately of any updates or changes to such information. You may not select or use a false name or an email address owned or controlled by another person with the intent to impersonate

that person. We reserve the right to refuse registration of, or cancel a user name for any reason in our sole discretion. You are fully responsible for all activities that occur under your user name and password, whether or not you authorize such activities. It is your sole responsibility to maintain the confidentiality of your password. You shall immediately notify us of any unauthorized use of your account.

## **6. Use of Site**

Unless you are an Event Organizer using the Site pursuant to a written agreement between you and RaceReach, you may use the Site solely for your personal, non-commercial use. All use of the Site is subject to all applicable laws and regulations. You may not attempt to gain unauthorized access to any portion of the Site or any systems or networks connected to the Site by hacking, password "mining", or any other illegitimate means. You may not use or distribute discount codes for the purpose of circumventing the service fee otherwise payable by Event Organizer to RaceReach for services. You may not use the Site for any purpose that is unlawful or otherwise prohibited by these Terms and Conditions.

## **7. Disclaimer of Warranties and Limitation of Liability**

THE SITE, ALL CONTENT, AND ALL GOODS AND SERVICES AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, CURRENTNESS, FREEDOM FROM INTERRUPTION OR ERROR, VIRUSES OR OTHER DEFECT, AND NON-INFRINGEMENT. YOUR USE OF THE SITE, ANY CONTENT, AND ANY GOODS OR SERVICES MADE AVAILABLE THROUGH THE SITE IS ENTIRELY AT YOUR OWN RISK. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF THE SITE. IN NO EVENT SHALL WE, ENTITIES WE CONTROL, OR ENTITIES UNDER COMMON CONTROL WITH US, OR ANY MEMBERS, MANAGERS, EMPLOYEES, OR AGENTS OF THE FOREGOING (OUR "AFFILIATES") BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SITE OR ANY CONTENT OR ANY SERVICES ACCESSIBLE OR AVAILABLE THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. Indemnification**

You agree to defend, indemnify, and hold us and our Affiliates harmless from and against any demands, loss, liability, claims, or expenses (including reasonable attorney's fees) made against us by any third party due to, arising out of, or related to (i) your access to the Site, (ii) your use of the Site, (iii) your use of any goods or services made available through the Site, (iv) your violation of these Terms and Conditions, (v) any use of your user name by you or any third party, or (vi) the infringement or other violation by you, or any third party using your account or user name, of any intellectual property or other right of any person.

## **9. Termination**

In addition to exercising other remedies that may be available, we may, at any time, terminate your account or suspend or prohibit your access to the Site without prior notice to you for violating any of these Terms and Conditions or for any other reason.

## **10. Changes to Site**

We reserve the right to change or discontinue any aspect or feature of our services or the Site, including, but not limited to hours of availability, transmission speed, and requirements for access or use.

## **11. Notices**

We may send you notices with respect to the Site by sending an email message to the email address listed in your account, by sending a letter via postal mail to the contact address listed in your account, or by

posting on the Site. Notices shall become effective immediately. Any notices will be deemed delivered to the party receiving such communication (i) one business day after deposit with an overnight carrier; (ii) three business days after mailing date if sent by postal mail; (iii) the date we post the notice to the Site; or (iv) the date of transmittal if sent via email.

**12. Governing Law, International**

These Terms and Conditions will be governed by and construed in accordance with the internal laws of the State of North Carolina, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Wake County, North Carolina, and waive any objection to such jurisdiction or venue. Although the Site may be accessible worldwide, we make no representation that materials on the Site are appropriate or available for use in locations outside the United States, and accessing the Site from territories where its use is illegal is prohibited.

**13. Age Requirement**

The Site is only available for individuals aged 18 years of age or older.

**14. Entire Agreement**

These Terms and Conditions represent the entire agreement between you and us with respect to the subject matter addressed herein and supersede all prior and contemporaneous agreements or understandings, written or verbal. These Terms and Conditions will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**15. Waiver**

Any failure to enforce or exercise any provisions of these Terms and Conditions shall not constitute a waiver of that right or provision. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**16. Attorney's and Accountant's Fees**

In any action to enforce these Terms and Conditions, the prevailing party shall be entitled to reimbursement of its attorney's and accountant's fees and costs, in addition to such other damages as may be awarded.

**17. Contacting Us**

Users may contact us by email at [help@RaceReach.com](mailto:help@RaceReach.com) or via telephone at 1-919-247-5781.