

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING THE WEBSITES, AND ANY OF ITS PAGES, YOU AGREE THAT YOU ARE BOUND BY THESE TERMS AND CONDITIONS OF USE AS THEY MAY BE AMENDED FROM TIME TO TIME. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS OF USE, PLEASE EXIT THE WEBSITES IMMEDIATELY.

Thank you for visiting the Websites of Exclusive Racing, Inc. and/or its subsidiary or affiliate Websites: Exclusive Racing - <a href="https://FxclusiveRacing.com/">https://FxclusiveRacing.com/</a>, Formula Pro USA - <a href="https://FxclusiveRacing.com/">https://FxclusiveRacing.com/</a>, (the "Websites"). The terms "we" "our" and "us" refer to Exclusive Racing, Inc., its subsidiaries and its affiliates, hereinafter referred to as: "EXR", and the terms "you" or "your" refer to any individuals who access the Websites. By accessing or using any of the Websites, you agree and consent to be legally bound by these Terms and Conditions of Use (the "Terms") without limitation or qualification.

#### I. USE OF THE WEBSITES

The Websites are not directed towards children. If you are using any of the Websites, you are confirming that you are 18 years of age or older or are over 13 years of age and using the Websites with the consent and supervision of your parent or guardian. If required by applicable law, use of the Websites will also be governed by our Privacy Policy, which informs users of our data collection practices, and can be found on the respective Websites at: <a href="www.exclusiveracing.com/privacy-policy/">www.formulaprousa.com/privacy-policy/</a>, which are incorporated herein by reference and are hereby made a part of this Agreement.

If you fail to comply with any of these Terms, your permission to use the Websites automatically terminates. If we become aware that you have been using the Websites in an unauthorized way, we may block or suspend your access to the Websites, bar you from future usage of the Websites, or take any other action we deem necessary or appropriate and may pursue any or all legal or equitable claims against you for such unauthorized use. We further reserve the right, in our sole discretion, to refuse, suspend, or terminate your access to the Websites, or any of our resources or services, at any time for any reason without notice. We shall not be held liable to you or any third party for any termination of your access to the Websites.

YOU AGREE TO INDEMNIFY AND HOLD US AND EXCLUSIVE RACING, INC. HARMLESS FROM ANY LIABILITY, LOSS, CLAIM OR EXPENSE INCLUDING ATTORNEY'S FEES, RELATED TO YOUR VIOLATION OF THESE TERMS OR YOUR USE OF THE SERVICES, PRODUCTS, OR INFORMATION MADE AVAILABLE THROUGH THE WEBSITES.

USE OF THE WEBSITES IS UNAUTHORIZED IN ANY JURISDICTION THAT DOES NOT GIVE EFFECT TO ALL PROVISIONS OF THESE TERMS, INCLUDING, BUT NOT LIMITED TO. THE LIABILITY AND INDEMNIFICATION SECTIONS CONTAINED HEREIN BELOW.

#### **II. UNAUTHORIZED USE**

Unauthorized use of the Websites is prohibited. The following uses are expressly unauthorized:

- Gathering, monitoring, or copying any content on the Websites by using any crawler, spyware, engine, robot, "bot," spider, device, extraction tool, software, or any other utility, automatic device, or manual process of any kind without our express permission.
- Harvesting or otherwise collecting information about others including, without limitation, e-mail addresses, without their explicit consent.
- Interfering, or attempting to interfere, with the operations of the Websites or using any device or software that will interfere, or attempt to interfere, with the operations of the Websites; or posting any unauthorized material to the pages of the Websites or the databases that power it.
- Attempting to circumvent the Websites security in any way; probing or testing the vulnerability of the Websites or any network connected to the Websites; or hacking, breaching, or attempting to breach any part of the Websites, its security or authentication measures, or any network connected to the Websites, including the content management system and source code.
- Uploading or submitting any data or information containing viruses, trojans, worms, malware, or any other computer code, corrupt file, program or component designed to interfere with the Websites or its use, or the use of any software, hardware, networks, servers, computers, electronic devices, or other equipment of ours or any third party.
- Submitting any content in such volume as to disrupt use of the Websites; or taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Websites or any systems or networks connected to the Websites.
- Taking any action or making any communication that is inappropriate, unlawful, threatening, obscene, vulgar, pornographic, profane, indecent, defamatory, abusive, or a violation of our legal rights (including, without limitation, privacy and publicity rights) or the legal rights of a third party.
- Violating the copyright, trademark, or other intellectual property rights of any other person or entity.
- Posting Submissions (defined below) or any other content using any manual or automatic posting tools other than those provided by us, unless you have received our express
  written consent.

Page 1 of 6 Revision 20220105



- Improperly assuming or claiming the identity, characteristics, or qualifications of another person or entity.
- Conducting or forwarding surveys, contests, pyramid schemes, or chain letters.
- Taking actions to seek or discover any materials or information, including passwords, through or in connection with the Websites, except as authorized by these Terms and as intentionally made available to you through the Websites.
- Attempting to gain unauthorized access to any portion of the Websites or any systems or networks connected to the Websites.
- Interfering or attempting to interfere with the use of the Websites by other users.
- Violating any applicable laws or regulations.
- Posting hyperlinks to other Websites that contain content that falls within the descriptions set forth above.
- · Attempting to use the Websites for any purposes other than those intended by us, as determined in our sole discretion.

### **III. WEBSITES MODIFICATIONS**

We reserve the right to modify or terminate the Websites or any service available on the Websites, any link, embed, platform, widget, application, software, product, or feature used by the Websites, and your access to the Websites, in whole or in part, at any time whatsoever.

#### IV. CHANGES TO WEBSITES POLICIES

We reserve the right to make changes to Websites policies at any time without advance notice to you including, without limitation, these Terms and any applicable Privacy Policy. We encourage you to continue to review these Terms each time before using the Websites, as your continued use will be strictly subject to the then-current Terms. Each time we modify the content of these Terms, we will update the effective date set forth above.

#### V. ELECTRONIC COMMUNICATIONS

Visiting the Websites, texting, or sending emails to us constitutes electronic communications. You consent to receive electronic communications from us and agree to notify us of any changes in your telephone number or email address. Except as otherwise required under applicable law, you agree that all agreements, notices, and other communications that we provide to you electronically, via email, text or on the Websites, satisfy any legal requirement that such communications be in writing.

# VI. TEXT MESSAGES AND OTHER COMMUNICATIONS TO A TELEPHONE

You authorize us to contact you, including by sending text messages directly or through a conduit text messaging service and other communications to a cell phone using an automatic telephone dialing system or an artificial or prerecorded voice message, at any number you provide. You acknowledge that any text messages or prerecorded messages sent by us may contain sales or marketing content. You may revoke your consent for us to contact you at a specified telephone number by communicating your revocation to us through any reasonable means

#### VII. PHONE CALLS WITH US THROUGH THE WEBSITES

You agree and knowingly accept that any call you make to us through the Websites may be recorded for business purposes by us with recording technology powered by EXR Additionally, you agree and consent that any call that you accept from us may be recorded for business purposes. To cease additional recording, you can end your telephone call at any time. Voice recordings may be stored for an indefinite period of time.

#### VIII. LINKS, WIDGETS, EMBEDS, SOCIAL MEDIA, AND OTHER THIRD PARTY FEATURES

The Websites may provide links to other Websites for the convenience of Websites users. The Websites may also make use of widgets, embeds, social media, or other third party features that are hosted by a third party or hosted directly on the Websites. Your interactions with any link or third party widget, embed, social media, or other feature are governed by the terms and conditions of use of the third party providing the widget, embed, social media, or other third party feature, or the terms and conditions of use of the linked Websites. The terms and conditions of use of third parties may be substantially different than these Terms.

We neither own nor control third party Websites, widgets, embeds, social media, or other features that are accessible through the Websites. Therefore, before visiting the Websites of a third party, or making use of a third party feature on the Websites, whether by means of widget, embed, social media feature, or otherwise, you should first consult that third party's terms

Page 2 of 6 Revision 20220105



and conditions of use (if any) and inform yourself of the terms applicable to that third party's Websites, feature, or services (if any). We are not responsible for any dealings with third parties you may have through a third party Websites, link, widget, embed, social media, or other third party feature.

#### IX. ENDORSEMENTS

Any description of a product, service, or publication on the Websites (including any description or reference via hyperlink) does not imply endorsement by us of that product, service, or publication. Moreover, the inclusion of any third party link, social media feature, embed, or widget on the Websites does not imply an endorsement by us or any association with its third party operator.

#### X. USE OF THIRD PARTY SITES AND ORGANIZATIONS

Certain services made available via the Websites are delivered by third party sites and organizations acting as our third party service providers. By using any product, service, or functionality originating from the Websites, you hereby acknowledge and consent that we may share your information and data with any third party service provider that provides the requested product, service, or functionality on behalf of our users and customers.

#### XI. SUBMISSIONS

Any content, remarks, suggestions, testimonials, feedback, ideas, graphics, reviews, comments, advertisements, listings for products and/or services, leads, or other information communicated to us through the Websites (together, the "Submissions") which you post, input, or submit to the Websites or our associated services is considered to be non-confidential and public. We do not claim ownership of your Submissions, however, you hereby grant to us the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all Submissions alone or as part of other works (including, without limitation, for products or advertising) in any form, media, or technology whether now known or hereafter developed, without incurring any liability for royalties or any other consideration of any kind, and to sublicense such rights through multiple tiers of sublicensees. You agree that we shall not be liable as a result of any similarities that may appear between Submissions and our future operations and/or content.

You agree that all Submissions provided on the Websites are the sole responsibility of the person or entity from which the Submissions originated, and that you are responsible for any Submissions that you post on the Websites. By posting, uploading, inputting, providing or submitting your Submissions, you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. You further represent and warrant that you are the sole author of all Submissions you post or submit to the Websites, and that such Submissions do not infringe upon the copyright, trademark, privacy, publicity, or other rights of any person or entity. You agree that we may at any time delete, refuse or move Submissions posted to the Websites for any reason.

By way of example, and not as a limitation, you agree your Submissions will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer or electronic device; conduct or forward surveys, contests, pyramid schemes or chain letters; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Websites; violate any code of conduct or other guidelines which may be applicable for any particular Submission; harvest or otherwise collect information about others, including e-mail addresses, without their consent; or violate any applicable laws or regulations.

We have no obligation to monitor Submissions. However, we reserve the right to review and to delete, remove, edit, move, or decline to post any Submissions on the Websites in our sole discretion. You are exclusively responsible for the accuracy of all Submissions you post or submit to the Websites, including, but not limited to, the accuracy of information provided about your vehicle. If you believe information in your Submission is incorrect or you have concerns with our services regarding your Submission, you must notify us immediately. If any information in your Submission is found to be fraudulent, we reserve the right to immediately deactivate your user account and remove your Submissions without any form of compensation or advance warning.

No compensation will be paid with respect to the use of your Submissions, as provided herein. We are under no obligation to post or use any Submissions you may provide and we may remove any Submission at any time in our sole discretion.

Page 3 of 6 Revision 20220105



## XII. OWNERSHIP

All content on the Websites whether provided by the Websites or through links, widgets, embeds, or social media or other third party features, is the copyrighted work of us, EXR, or the owner(s) of the content, links, widgets, embeds, or social media or other third party features, and/or the owner(s) of Submission(s). Except as stated herein, none of the contents of the Websites may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of us, the owner(s) of the content, links, widgets, embeds, or social media or other third party features, and/or the owner(s) of Submission(s), with the exception that Websites content may be shared through social media, so long as such sharing maintains a true and official link back to the Websites and the shared content is unaltered.

Any trademarks, service marks, or logos appearing on the Websites are our property or the property of the party that provided the trademarks, service marks, or logos to us. We and any party that provided trademarks, service marks, or logos to us retain all rights with respect to any of our respective trademarks, service marks, or logos appearing in the Websites, whether registered or not. You agree to observe and abide by all copyright, trademark, and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

### XIII. PRIVACY AND INFORMATION USE

Information processed via the Websites and its systems may be stored and used for various purposes. If required by applicable law, use of the Websites will also be governed by the Websites' Privacy Policy at: <a href="https://www.exclusiveracing.com/privacy-policy/">www.exclusiveracing.com/privacy-policy/</a>, <a href="https://www.exclusiveracing.com/privacy-policy/">www.exclusiveracing.com/privacy-policy/</a>, <a href="https://www.exclusiveracing.com/privacy-policy/">www.formulaprousa.com/privacy-policy/</a>, which are incorporated herein by reference and are hereby made a part of this Agreement, and they outline what information is collected on the Websites and how that information is used. Please review the Websites Privacy Policy, if applicable, for more information on the collection, use, and sharing of information through the Websites.

### XIV. COPYRIGHTS AND TRADEMARKS

Violating the trademark or copyright rights of others is a violation of these Terms. Nothing on the Websites shall be construed as conferring any license under any intellectual property right, including any right in the nature of trademark or copyright, of EXR, or any third party, whether by estoppel, implication, or otherwise. All trademarks and trade names are the property of their respective owners. Except as otherwise noted, EXR is the owner of all trademarks and service marks on the Websites, whether registered or not.

#### XV. LIABILITY AND INDEMNITY

For the purpose of this liability and indemnity provision, the terms "we," "our," and "us" refer to EXR, their subsidiaries, and their affiliates, and the owners, shareholders, members, directors, managers, officers, employees, agents, licensors or licensees, service or content providers, and suppliers of EXR, or of their subsidiaries and affiliates. The terms "you" or "your" refer to any individuals who use or access the Websites.

### A. LIABILITY RELEASE.

ANY AND ALL CONTENT CONTAINED ON THE WEBSITES, INCLUDING BUT NOT LIMITED TO TEXT, GRAPHICS, IMAGES, SOFTWARE, CODE, APPLICATIONS, PRODUCTS, INFORMATION, AND CORRESPONDING SERVICES IS RELIED UPON AT YOUR OWN RISK AND IS PRESENTED "AS IS" OR "AS AVAILABLE." NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY, OR IMPLIED, ARE PROVIDED FOR THE WEBSITES OR ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. AS WAY OF EXAMPLE, WE PROVIDE NO WARRANTIES OR REPRESENTATIONS ABOUT SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE CONTENT ON THE WEBSITES. WE PROVIDE NO WARRANTIES THAT THE WEBSITES OR ITS CONTENT IS FREE FROM ERROR OR DEFECTS (LIKE VIRUSES OR MALICIOUS CODE), THAT USE OF THE WEBSITES WILL BE FREE FROM INTERRUPTIONS, OR THAT THE WEBSITES WILL NOT BE COMPROMISED BY A CYBERATTACK, HACK, OR OTHER SIMILAR EVENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES TO ANY ACTUAL OR PROSPECTIVE PURCHASER OR OWNER OF ANY ITEM AS TO THE EXISTENCE, OWNERSHIP, OR CONDITION OF THE ITEM, OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ABOUT THE ITEM CONTAINED ON THE WEBSITES. YOU EXPRESSLY ACKNOWLEDGE THAT ANY RELIANCE UPON ANY CONTENT ON THE WEBSITES SHALL BE AT YOUR SOLE RISK, AND THAT WE WILL NOT BE LIABLE IN ANY WAY FOR CONTENT POSTED ON THE WEBSITES OR OTHERWISE MADE AVAILABLE THROUGH USE OF THE WEBSITES, INCLUDING BUT NOT LIMITED TO, THROUGH EMAIL OR TEXT NOTIFICATIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING ANY INJURY TO PERSON, PROPERTY, OR BODY, OR ANY KIND OF LOSS OR DAMAGE WHATSOEVER TO YOU OR ANY THIRD PARTY CONNECTED WITH THE USE OF OR INABILITY TO USE THE WEBSITES.

Page 4 of 6 Revision 20220105



WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES (COLLECTIVELY A "CLAIM"). THIS INCLUDES BUT IS NOT LIMITED TO DAMAGES ARISING FROM MISTAKES, OMISSIONS, DELAYS, INTERRUPTIONS, INSUFFICIENT, INCOMPLETE, MISSING OR DELETED CONTENT, DETERIORATION OR CORRUPTION OF FILES OR CONTENT, LOSS OF DATA, LOSS OF PROFITS, ERRORS, DEFECTS, VIRUSES, WORMS, TROJANS, MALWARE AND MALICIOUS CODE, OR INJURY TO PERSON, PROPERTY, OR BODY, OR ANY OTHER KIND OF LOSS OR DAMAGE WHATSOEVER, TO YOU OR ANY THIRD PARTY. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU, BUT YOU AGREE THAT OUR LIABILITY SHALL BE WAIVED TO THE MAXIMUM EXTENT PERMISSIBLE BY THE LAW OF YOUR STATE OR JURISDICTION. NOTWITHSTANDING THE PRIOR SENTENCE, MEMBERS WHO ARE CALIFORNIA RESIDENTS WAIVE CALIFORNIA CIVIL CODE §1542, WHICH READS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." IF YOU ARE DISSATISFIED WITH OR DISSATISFIED WITH ANY PORTION OF THESE TERMS, INCLUDING, BUT NOT LIMITED TO, THIS LIABILITY AND INDEMNITY PROVISION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITES.

### B. INDEMNITY.

BY USING THE WEBSITES, YOU EXPRESSLY AGREE: (1) YOUR USE OF THE WEBSITES IS AT YOUR OWN RISK; (2) YOU CONSENT TO AND ARE BOUND BY THE ABOVE LIABILITY WAIVER AND THIRD PARTY DISPUTE RELEASE; (3) YOU WILL INDEMNIFY AND HOLD US HARMLESS AGAINST ANY AND ALL LIABILITY AND WILL INDEMNIFY US FOR ANY CLAIM (INCLUDING, WITHOUT LIMITATION, THE COST OF INVESTIGATING ANY CLAIM, THE COST OF LITIGATION, AND ATTORNEYS' FEES, WHETHER OR NOT LEGAL PROCEEDINGS ARE INSTITUTED) ARISING FROM, ATTRIBUTABLE TO, OR IN CONNECTION WITH YOUR ACCESS TO OR USE OR MISUSE OF THE WEBSITES, ITS CONTENT, OR ANY INFORMATION, GOODS, OR SERVICES PROVIDED THROUGH OR ON THE WEBSITES, INCLUDING, BUT NOT LIMITED TO, ANY TRANSACTION ON, THROUGH, OR IN CONNECTION WITH THE WEBSITES (INCLUDING BUT NOT LIMITED TO ANY INACCURACIES, MISREPRESENTATIONS, OR FRAUD IN ANY SALE OR PURCHASE THROUGH OR IN CONNECTION WITH THE WEBSITES OR THE CONTENT OF OR REPRESENTATIONS MADE BY ANY ADVERTISEMENT OR LISTING ON THE WEBSITES), ANY SUBMISSIONS YOU POST ON THE WEBSITES, YOUR BREACH OF ANY OBLIGATION, TERM, OR WARRANTY IN THESE TERMS, AND YOUR INFRINGEMENT OF THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF THIRD PARTIES, OR ANY ACT OR OMISSION BY YOU IN VIOLATION OF THESE TERMS, OR OF ANY APPLICABLE LAW OR REGULATION; AND (4) WE EXPRESSLY RESERVE THE RIGHT, AT OUR SOLE AND COMPLETE DISCRETION AND AT OUR OWN COST, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL FULLY COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

#### XVI. NO AGENCY. JOINT VENTURE. EMPLOYMENT. OR PARTNERSHIP

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Websites. You agree that our performance under these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Websites or information provided to or gathered by us with respect to such use.

### **XVII. INTERNATIONAL USERS**

The Websites is controlled, operated, and administered by us from our offices within the United States of America. The Websites is not targeted towards users outside of the United States, and you agree that any use of the Websites shall occur within the United States. By using or continuing to use the Websites, you represent and agree that you are located in the United States. If you are using the Websites outside of the United States, you agree that you will cease such usage immediately. You further agree that you will not use the Websites in any country or in any manner prohibited by any applicable laws, restrictions, or regulations, and that you are responsible for compliance with local laws.

#### **XVIII. ENFORCEABILITY**

These Terms shall be given effect to the fullest extent permissible by law. If any provision of these Terms is deemed unlawful, void, or unenforceable for any reason whatsoever, that provision shall be severed and the rest of these Terms shall remain valid and in full force and effect, and a provision as similar in terms as may be valid and enforceable shall be used in lieu of such provision. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Page 5 of 6 Revision 20220105



### XIX. ENTIRE AGREEMENT AND HEADINGS

Unless otherwise specified herein, these Terms, coupled with any applicable Websites Privacy Policy, reflect the entire agreement between you and us regarding the Websites and supersede and replace all prior or contemporaneous understandings or agreements of any type regarding this subject matter. Notwithstanding the foregoing, any additional terms and conditions provided with any service or product you obtain through the Websites will also govern your use of that service or product.

The headings used herein are provided solely for your convenience and have no legal or contractual effect. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Websites to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms and all related documents be written in English.

Specific areas or pages of the Websites may include additional or different terms and conditions relating to the use of the Websites or subsidiary or affiliate websites of Exclusive MotorWorks. In the event of a conflict between such terms and these Terms, the terms provided on the relevant specific area or page of the Websites or subsidiary or affiliate websites of Exclusive MotorWorks shall control.

### XX. RESERVATION OF RIGHTS

All rights not expressly granted herein are reserved exclusively and entirely to us.

### XXI. ASSIGNMENT

You may not assign these Terms. We may assign these Terms, in whole or in part, at any time.

# XXII. ACCESSIBILITY

EXR's Accessibility Policy can be found at: <a href="www.exclusiveracing.com/accessibility-policy/">www.exclusiveracing.com/accessibility-policy/</a>, <a href="www.exclusiveracing.com/accessibility-policy/">www.formulaprousa.com/accessibility-policy/</a>, <a href="www.exclusiveracing.com/accessibility-policy/">www.exclusiveracing.com/accessibility-policy/</a>, <a href="www.exclusiveracing.com/accessibility-policy/">www.formulaprousa.com/accessibility-policy/</a>, <a href="www.exclusiveracing.com/accessibility-policy/">www.formulaprousa.com/accessibility-policy/</a>, which are incorporated herein by reference and are hereby made a part of this Agreement.

### XXIV. GOVERNING LAW, JURISDICTION

This Agreement shall be governed by the laws of the State of Wyoming without reference to the principles of conflicts of law.

# XXV. NOTICE TO CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users of the Member Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

Page 6 of 6 Revision 20220105