

Racing Prodigy Inc.
Terms of Service

Last Updated: May 26, 2023

Welcome to Racing Prodigy! These Terms of Service (“**Terms of Service**” or “**Agreement**”) govern your use of our website (<https://racingprodigy.com/>) (the “**Site**” or “**Services**”).

The Services are copyrighted works belonging to Racing Prodigy, Inc. (“**Racing Prodigy**”, “**us**”, “**our**”, and “**we**”). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms of Service, together with our Privacy Policy (collectively, the “**Terms**”), set forth the legally binding terms and conditions that govern your use of the Services.

These terms require the use of arbitration (Section 10.2) on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

1. Access to the Services

1.1 Eligibility. Only persons meeting the following requirements may use the Services:

(a) Persons who are at or above the legal age of majority in their jurisdiction (18 years old in most states) who agree to be bound of all of these Terms of Service; or

(b) Persons who are between the ages of 13 and the legal age of majority in their jurisdiction, who have the consent and are under the supervision of their parent or legal guardian and who agree, along with their parent or guardian, to these Terms of Service.

By using/accessing the Services, you (i) acknowledge that you have read and understand these Terms; (ii) represent that you meet one of the eligibility requirements above, and (iii) accept this agreement and agree that you are legally bound by its terms. If you do not agree to these Terms, you may not download/install/use the Services.

1.2 License. Subject to these Terms of Service, and provided that you meet either the requirements in Section 1.1(a) or 1.1 (b) above, Racing Prodigy grants you a limited, non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal use.

1.3 Certain Restrictions. The rights granted to you in these Terms of Service are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Services; (b) you shall not modify, translate, adapt, make derivative works of, improve, scrape for data, disassemble, decode, reverse compile or reverse engineer or otherwise attempt to derive or gain access to the source code of any part of the Services; (c) you shall not access the Services in order to build a similar or competitive website, product or service; (d) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (e) you shall not remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Services. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these Terms of Service. All copyright and other proprietary notices on the Services (or on any content displayed on the Services) must be retained on all copies thereof.

1.4 Modification. Racing Prodigy reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that Racing Prodigy will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

1.5 No Support or Maintenance. You acknowledge and agree that Racing Prodigy will have no obligation to provide you with any support or maintenance in connection with the Services.

1.6 Ownership. You acknowledge and agree that the Services is provided under license, and not sold, to you. You do not acquire any ownership interest in the Services under these Terms of Service, or any other rights thereto other than to use the Services in accordance with these Terms of Service. Racing Prodigy and its licensors and service providers reserve and retain their entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Service. Neither these Terms of Service (nor your access to the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.2. Racing Prodigy and its suppliers reserve all rights not granted in these Terms of Service. There are no implied licenses granted under these Terms.

2. Information and Content Submitted Through the Services

2.1 User Content. “**User Content**” means any and all information and content that you or any other user submits to, or uses with, the Services (e.g., content in a review, comment or other types of postings). Your submission of User Content is governed by this Agreement and Racing Prodigy Privacy Policy located at: <https://racingprodigy.com/privacy> . By submitting User Content to through the Services, you make the following representations, warranties and agreements:

(a) You are eligible to use the Services under Section 1.1 above.

(b) You agree that you are solely responsible for and you assume all risks associated with your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party;

(c) You consent to our use of your personal information as outlined in the Privacy Policy;

(d) To the extent that you submit information that personally identifies or is otherwise of or about a third party (“**Third-Party Information**”) through the Services, you represent that all such Third-Party Information is of persons who are at least 18 years of age, and that you have validly obtained all consents and provided all notices required by applicable law for the submission, disclosure and use by us of the Third-Party Information;

(e) All information or material that you submit through the Services is true, accurate and complete, and you will maintain and update such information and materials as needed such that it remains true, accurate and complete;

(f) You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 2.3).

You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Racing Prodigy. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Racing Prodigy is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

2.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to Racing Prodigy an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

2.3 Acceptable Use Policy. The following terms constitute our “Acceptable Use Policy”:

(a) You agree not to use the Services to submit, collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the Services; or (vii) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

2.4 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms of Service or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content and/or reporting you to law enforcement authorities.

2.5 Feedback. If you provide Racing Prodigy with any feedback or suggestions regarding the Services (“Feedback”), you hereby assign to Racing Prodigy all rights in such Feedback and agree that Racing Prodigy shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Racing Prodigy will treat any Feedback you provide to Racing Prodigy as non-confidential and non-proprietary. You agree that you will not submit to Racing Prodigy any information or ideas that you consider to be confidential or proprietary.

3. Indemnification. You agree to indemnify and hold Racing Prodigy (and its officers, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your violation of these Terms of Service, or (c) your violation of applicable laws or regulations. Racing Prodigy reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Racing Prodigy. Racing

Prodigy will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

4. Third-Party Materials. The Services may contain links to third-party websites and services, including through third party advertising (collectively, "**Third-Party Materials**"). Such Third-Party Materials are not under the control of Racing Prodigy, and Racing Prodigy is not responsible for any Third-Party Materials. Racing Prodigy provides access to these Third-Party Materials only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Materials. You acknowledge and agree that Racing Prodigy is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Racing Prodigy does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Materials.

5. Release. You hereby release and forever discharge Racing Prodigy (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other Services users or any Third Party Materials). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. Disclaimers. THE SERVICES IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RACING PRODIGY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICES PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, RACING PRODIGY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, GAMES, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, ACCURATE, RELIABLE, FREE FROM HARMFUL CODE, COMPLETE, LEGAL, SAFE, AVAILABLE ON AN UNINTERRUPTED BASIS OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. Limitation on Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RACING PRODIGY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICES PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR RACING PRODIGY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Term and Termination. Subject to this Section, these Terms of Service will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms of Services. Upon termination of your rights under these Terms of Service and right to access and use the Services will terminate immediately. Racing Prodigy will not have any liability whatsoever to you for any termination of your rights under these Terms of Service. Even after your rights under these Terms of Service are terminated, the provisions herein which by their nature should survive the termination of this agreement, will survive it, including without limitation: Sections 1.3 through 1.6 and Sections 2 through 10.

9. Copyright Policy. Racing Prodigy respects the intellectual property of others and asks that users of our Services do the same. In connection with our Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 13 U.S.C. § 512(c)) must be provided to our designated Copyright Agent: (1) your physical or electronic signature; (2) identification of the copyrighted work(s) that you claim to have been infringed; (3) identification of the material on our services that you claim is infringing and that you request us to remove; (4) sufficient information to permit us to locate such material; (5) your address, telephone number, and e-mail address; (6) a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and (7) a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 13 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Racing Prodigy is:

Copyright Agent
Racing Prodigy, Inc.

11234 San Jose Blvd, Suite 6,

Jacksonville FL 32223

support@racingprodigy.com

10. General

10.1 Changes. These Terms of Service are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Services. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Our prominent posting of notice of such changes on our website will also be considered effective notice of such changes. Any changes to these Terms of Service will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Services. These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.2 Dispute Resolution. *Please read this Arbitration Agreement carefully. It is part of your contract with Racing Prodigy and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

(a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms of Service or the use of any product or service provided by Racing Prodigy that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Racing Prodigy, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Racing Prodigy should be sent to Racing Prodigy attn.: Terms of Service Dispute at the address listed in Section 10.12 (or such other address as may be provided by Racing Prodigy for this purpose. After the Notice is received, you and Racing Prodigy may attempt to resolve the claim or dispute informally. If you and Racing Prodigy do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) *Arbitration.* You agree that any dispute, claim or controversy arising hereunder or relating in any way to these Terms of Service and not informally resolved shall be settled by binding arbitration in the State of North Carolina, in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services (“**JAMS**”). The arbitrator shall issue a written decision specifying the basis for the award made. The party filing a claim or counterclaim in the arbitration proceeding shall pay the deposit(s) determined by JAMS with respect to such claim or counterclaim. All other costs associated with the arbitration and imposed by JAMS shall be paid as determined by the arbitrator(s) and, in absence of such determination, equally by each party to the arbitration. In addition, unless the arbitrator awards payment of reasonable attorney and other fees to a party, each party to the arbitration shall be responsible for its own attorneys' fees and other professional fees incurred in connection with the arbitration. Determinations of the arbitrator will be final and binding upon the parties to the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The arbitrator shall apply the substantive law of the State of North Carolina, without giving effect to its conflict of laws rules.

(d) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Racing Prodigy in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND RACING PRODIGY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(e) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(f) *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(g) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(h) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(i) *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(j) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(k) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within St. Johns, County, Florida for such purpose.

10.3 Export. The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Racing Prodigy, or any products utilizing such data, in violation of the United States export laws or regulations.

10.4 Disclosures. Racing Prodigy is located at the address in Section 10.12. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

10.5 Electronic Communications. The communications between you and Racing Prodigy use electronic means, whether you use the Services or send us emails, or whether Racing Prodigy posts notices on the

Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Racing Prodigy in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Racing Prodigy provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

10.6 Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

10.7 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

10.8 Limitation of Time for Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

10.9 Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement will govern.

10.10 Entire Terms. The Terms of Service and Privacy Policy constitute the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Racing Prodigy is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Racing Prodigy’ prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Racing Prodigy may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.11 Copyright/Trademark Information. Copyright © 2023 Racing Prodigy Inc. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10.12 Contact Information:
Racing Prodigy Inc.

11234 San Jose Blvd, Suite 6,

Jacksonville FL 32223
support@racingprodigy.com