

# Speed Ventures, Inc. & SpeedVentures.com Terms & Conditions

By clicking Create Account, I assert that I have read and agree to SpeedVentures.com's terms and conditions.

## Terms & Conditions of Use

PLEASE READ THESE TERMS OF USE CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND OBLIGATIONS IN ACCESSING AND USING THIS WEBSITE, ITS CONTENT AND OUR SERVICES.

### Acceptance of Terms

Speed Ventures, Inc. ("us", "we" or the "Company") make the website at [www.speedventures.com](http://www.speedventures.com) (the "Site") including all information, documents, communications, files, text, graphics, images, software and products available through the Site (collectively, the "Materials") and all services operated by the Company and third parties through the Site ("[www.speedventures.com](http://www.speedventures.com)" or the "Services") available to you ("you", or the "User") for your use subject to the terms and conditions set forth in this document and any changes to this document that we may publish from time to time (collectively, the "Terms of Use").

By accessing or using the Site and/or Services in any way, including, without limitation, use of any of the Services, downloading of any Materials, or merely browsing the Site, you acknowledge that you have read, understand and agree to and are bound by the Terms of Use.

We reserve the right to change, add or delete any part or all of these Terms of Use at any time without further notice to you, in our sole discretion. By using or continuing to use the Services or the Site you accept the Terms of Use. If you do not agree to comply with these Terms of Use, now or in the future, do not use or access (or continue to use or access) the Services or the Site.

Please visit these Terms of Use regularly to review any changes.

### Site Access

By accessing and using the Site or the Services, you affirm that you are 18 years of age or older, and that if you are under 18 years old, you have obtained your parent or legal guardian's express permission to register for the Site and that you and your parent/legal guardian accept and agree to these Terms of Use. By completing the registration process for this Site, you represent and warrant that you additionally have read, understand, and agree to be legally bound by these Terms of Use. If you are under the legal age of majority in the state, province or country of your residence (a "Minor"), you will, by registering with the Site at [www.speedventures.com](http://www.speedventures.com), represent that one of your parents or legal guardians has read, understood and agreed to be legally bound by these Terms of Use, and that such agreement constitutes acceptance of these Terms of Use on behalf of you and themselves.

### Account Registration

You agree to provide true and accurate information as required by any registration process on the Site ("Registration Data"). You agree not to impersonate any person or entity, or falsely state or otherwise

misrepresent yourself, your age or your affiliation with any person or entity. You agree to keep your password and identification secure and confidential, and you understand and agree you are responsible for your account and its use and for all actions taken through your account. You agree to keep your Registration Data up to date as necessary to ensure that it is true and accurate at all times.

#### Trademarks and Materials Rights

The trademarks, logos, and service marks ("Marks") displayed on the Site are the property of the Company or other third parties. You are not permitted to use the Marks without prior written consent of the Company or such third party that may own the Marks. Materials that appear on the Site and that are made available through the Services are the proprietary property of the Company, with all rights reserved. You may not distribute, modify, reproduce, repost, republish, display, transmit, any of the Materials, in whole or in part, without the Company's prior written permission.

By lawfully accessing the site, the Company grants you a limited license to access and use the Site and the Materials and to download or print a copy of any portion of the Materials for your personal use, so long as you do not remove any copyright and other proprietary notices. Such limited license is subject to these Terms of Use. This license is revocable without notice at any time and for any reason.

#### Managing Content

The Company reserves the right, in its sole discretion, to delete or remove Materials from the Site and to restrict, suspend, or terminate your account and/or access to all or part of this Site or the Services, at any time without prior notice or liability. Any complaint must state specific facts upon which the Company may act; failure to do so will result in non-action by the Company. The Company reserves the right to terminate any account.

#### User Conduct

In using the Site, including all Services and Materials available through it, you agree not to disrupt or interfere with any other user's enjoyment of the Site, Materials or Services; not to upload, post, or otherwise transmit through the Site any viruses or other harmful, disruptive, or destructive files; not to upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law not to access or attempt to access any Materials which you are not authorized to access; not to disrupt or interfere with the security of, or otherwise cause harm to, the Site, or any Services, Materials, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site or Services. You also agree that you will not use or attempt to use another's account, service or system without authorization from the Company, or create a false identity through the Services or the Site, upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company may expose Company or its users to any harm or liability of any type.

You understand and agree that except for any advertising which we may offer on the Site (e.g., banner ads, text links, sponsor ads and affiliate links), the Services and the Site are available for your personal, non-commercial use only.

### Personal Information and Privacy

Your privacy matters to us and we do not transfer, process, share or sell your personal information to unaffiliated third parties unless required by law, court order, a governmental agency, or to enforce our Terms of Use.

### Termination

The Company may terminate your registration, delete your account and any content, submissions or information that you have submitted to the Site and/or prohibit you from using or accessing the Services or the Site at any time at its sole discretion, with or without notice.

### Purchases and Terms of Sale

When you use the Site, the Services, and/or register for an event you agree to comply with and be subject to these Terms of Use. Applicable fees are set forth on the Site and subject to change without notice at any time. Our cancellation, refund, and credit policies are presented during the registration process for each event.

### Event Indemnity and Liability

Each event participant must sign a release of liability at the racetrack, separate and distinct from the Indemnity and Liability agreement included in the terms of service of the website.

### www.speedventures.com Indemnity and Liability

You agree to indemnify and hold the Company, and its affiliates, officers, directors, agents, attorneys, advisers, consultants, partners, sponsors and employees, harmless from and against loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys' fees and expert fees, made by any third party due to or arising out of use of the Site, or transmitted through the Site, including, without limitation, any Registration Data, any Submissions (defined above) or computer viruses, your use of the Site, your connection to the Site, your violation of these Terms of Use, the actions taken by or through your account, or your violation of any law or the rights of another person or entity.

### Governing Law, Venue and Jurisdiction

This Agreement shall be governed by the internal laws of the State of California, without regard to principles of conflict of laws, and any dispute that might arise between you and the Company or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), by accessing this Site or the Services, you agree that all actions or claims must be made and/or prosecuted only in the state and federal courts of Los Angeles County, California, USA, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Los Angeles, County, California, USA

### Arbitration and Waivers

Any dispute arising out of or relating to this Agreement shall be resolved at the request of any party by final and binding arbitration to be conducted by a single arbitrator agreed upon by the parties. The arbitration will be conducted at a location determined by the arbitrator in Los Angeles County, California. In any arbitration proceeding, the parties shall be limited to three (3) depositions each, absent a showing of a good cause and subsequent order by arbitrator. Prevailing party shall be entitled to recover all costs, expenses, including expert fees, and reasonable attorney fees. In

rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. The parties acknowledge that by agreeing to arbitration, each party is giving up the right to a jury trial. Judgment on any arbitration award may be entered by any court of competent jurisdiction.

In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Services (including your visit to or use of the Site and/or the Services) be instituted more than three (3) years after the cause of action arose.

You and the Company agree that any proceedings to resolve or litigate any dispute, whether in arbitration, in court, or otherwise, will be conducted solely on an individual basis, and that neither you nor the Company will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you or the Company acts or proposes to act in a representative capacity, you and the Company further agree that no arbitration or proceeding will be joined, consolidated, or combined with another arbitration or proceeding without the prior written consent of you, the Company, and all parties to any such arbitration or proceeding. If the class action waiver (which includes a waiver of private attorney-general actions immediately preceding this paragraph) is found to be illegal or unenforceable as to all or some parts of a dispute, whether by judicial, legislative, or other action, then such provision will not apply to those parts. You and the Company irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Los Angeles County, California, USA, for all proceedings in court under this paragraph.