

# WEBSITE TERMS & CONDITIONS

Last updated March 27, 2015

## 1. Introduction and Acceptance of Terms & Conditions

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

Enmotive operates [www.ramracing.Enmotive.com](http://www.ramracing.Enmotive.com) and event-specific derivative websites thereof (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 & Conditions”).

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

## 2. Changes to Terms & Conditions

We may update these Terms & Conditions from time to time without notice to you. You agree that it is your responsibility to review the Site and these Terms & 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 & Conditions.

## 3. Limited Nature of Transaction with Enmotive

Enmotive acts as an information and payment processing portal only. Event Organizer is solely responsible for posting event and merchandize descriptions; fulfilling the registration, donation or merchandise transaction; and organizing and administering the event. Our generation of a confirmation number confirming your registration, donation or merchandize purchase via the Site completes Enmotive’s obligations with respect to the transaction. As more fully set forth below, Enmotive 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 Sales are Final

All registration and donation orders are final. Enmotive 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 cancelation 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 other 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. Enmotive Content and Ownership**

**Enmotive Content.** “Enmotive Content” means all text, graphics, photographs, sounds, music, videos, images, artwork, trademarks, logos, user and visual interfaces, applications, computer code and associated documentation found on or associated with the Site including but not limited to the design, structural arrangement and “look and feel” of the Site. Notwithstanding the foregoing, Enmotive Content does not include event or merchandize details or descriptions, both of which constitute which User Content (defined below).

**Enmotive Content is owned by or licensed to Enmotive and is protected by copyright, trademark, and other intellectual property rights and laws. Except as expressly provided in these Terms & Conditions, no Enmotive Content may be copied, reproduced, sold, republished, transmitted, displayed, reposted, or otherwise distributed for public or commercial purposes. Nothing contained in these Terms & Conditions shall be deemed to grant to you or any other user any rights, title, or interest in or to any copyright, trademark, or other proprietary right of ours or any of our licensors.**

## **7. User Content**

“User Content” means any content, including any text, images, photos, and other forms of data or communication that a User provides or submits to us or our affiliates and includes, without limitation, event and merchandize details and descriptions. User Content does not include any Enmotive Content. As between you and us, subject to any licenses and rights expressly granted herein, any User Content submitted by you is owned by you.

By providing User Content you hereby grant, and represent, and warrant (i) that the User Content you submit is true, accurate, current and complete; (ii) that you have all necessary rights to submit the User Content to us and such User Content does not infringe upon the intellectual property rights of any third party; and (iii) that you have all right and authority necessary to grant Enmotive and our affiliates, a perpetual, irrevocable, non-exclusive, transferable, royalty-free, fully sublicensable, fully paid-up, worldwide license and right to use, modify, copy, reproduce, publish, distribute, publically perform or display, adapt, translate, create derivative works, archive, store, upload, share, post, sublicense, or otherwise make available, such User Content in any form and through any media of any kind now known or later developed, for any purpose, with or without attribution.

**Each User is solely responsible for its User Content. Enmotive does not guaranty the accuracy, integrity, or quality of any User Content, including, without limitation, event and merchandize details and descriptions.** Enmotive assumes no responsibility for monitoring any of the User Content and has no obligation to review the User Content. Notwithstanding the foregoing, Enmotive reserves the right, at all times, to edit or remove any User that fails to comply with these Terms & Conditions, our Privacy Policy or for any other reason.

If you submit any idea or expression of ideas within your User Content (an “Idea”), you further agree as follows:

- to the best of your knowledge, the Idea represents your original work, you have all necessary rights to disclose the Idea to us and doing so, and our use of the Idea, will not infringe upon any third party;
- your disclosure of your Idea does not establish a confidential relationship with us or obligate us to treat the Idea as confidential;
- we have no obligation, whether express or implied, to develop or use your Idea and no compensation is due to you or anyone else for any use of that Idea, related Ideas, or ideas derived from your Idea; and
- Except to the extent these terms are superseded by a separate written agreement signed by you and Enmotive, you hereby irrevocably release and discharge Enmotive and its affiliates from any and all actions, causes of actions, claims, damages, liabilities, and demands, whether absolute or contingent, which you now have or hereafter may have against Enmotive and its affiliates with respect to the Idea.

## **8. Use of Site**

Unless you are an Event Organizer using the Site pursuant to a written agreement between you and Enmotive, 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:

- use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm, or methodology, or any manual process to access, acquire, copy, or monitor any portion of the Site, Enmotive Content, or User Content (all such Content, collectively, “Content”) or obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site;
- attempt to gain unauthorized access to any portion of the Site or any Content, or any systems or networks connected to the Site, by hacking, password “mining”, or any other illegitimate means;
- probe, scan, or test the vulnerability of the Site or any Content, or any system or network connected to the Site;
- reverse look-up or trace any information of any other Site user or otherwise use the Site for the purposes of obtaining information of any other Site user;
- use any device, software, or process to interfere with, or attempt to interfere with, the proper working of the Site or any Content, or any systems or networks connected to the Site, or with any other person’s use of the Site;
- use or distribute discount codes for the purpose of circumventing the service fee otherwise payable by Event Organizer to Enmotive for services;
- remove any copyright, trademark, or other proprietary rights notice contained in or on the Site; or
- use the Site or any Content for any purpose that is unlawful or otherwise prohibited by these Terms & Conditions.

## **9. 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 ON THE POSSIBILITY OF SUCH DAMAGES.

#### **10. 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 attorneys’ 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) any User Content posted, uploaded or transmitted by you, (iv) your use or distribution of any User Content, (v) your use of any goods or services made available through the Site, (vi) your violation of these Terms & Conditions, (vii) any use of your user name by you or any third party, or (viii) 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.

#### **11. 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 & Conditions or for any other reason whatsoever.

#### **12. 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.

#### **13. Links**

We may provide links to third-party websites. We do not recommend or endorse the content of any third-party websites. We are not responsible for the content of linked third-party websites and we do not make any representations regarding their content or accuracy. Your use of third-party websites, including, without limitation, your submission of content to such websites, is at your own risk and subject to the terms and conditions of use for such website.

#### **14. Notices**

We may send you notice 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 days 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.

#### **15. Governing Law, International Use**

These Terms & Conditions will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Cook County, Illinois, 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.

#### **16. Age Requirement**

The Site is only available for individuals aged 13 years or older.

#### **17. Entire Agreement**

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

#### **18. Waiver**

Any failure by use to enforce or exercise any provisions of these Terms & 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 rights to act with respect to subsequent or similar breaches.

#### **19. Attorneys' and Accountants' Fees**

In any action to enforce these Terms & Conditions, the prevailing party shall be entitled to attorneys' and accountants' fees and costs, in addition to such other damages as may be awarded.

#### **20. Digital Millennium Copyright Act**

If you believe any User Content or any other aspect of the Site infringes your copyright, you should send written notice of copyright infringement to our designated copyright agent at the address below. Your notice must meet the requirements of the Digital Millennium copyright Act by providing the following information:

- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;
- your address, telephone number, and e-mail address;
- a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright at issue.

The address of our copyright agent for notice of claims of copyright infringement on the Site is as follows:

Running Away Enterprises, LLC d/b/a Enmotive,

951 Corporate Grove Drive  
Buffalo Grove, IL 60089  
United States

## **21. Contacting Us**

Users may contact us by e-mail ([info@ramracing.org](mailto:info@ramracing.org)) or mail:

### United States

Running Away Enterprises, LLC d/b/a Enmotive,  
951 Corporate Grove Drive  
Buffalo Grove, IL 60089  
United States

### UK and Canada

Running Away Enterprises, LLC d/b/a Enmotive,  
72 High Street  
Haslemere, Surrey GU27 2LA  
United Kingdom