**TERMS OF SERVICE**

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8. **Publicly Available Participation**.

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B. In addition, and without limiting 8.A above, upon checking in to any experience on or related to IMSA.com, such as, but not limited to social media, your “Check In” may appear in the newsfeed on IMSA.com. If you do not want the record of your “Check In” to be publicly available, do not “Check In” and instead view the content without checking in.

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A. Lawful Use. You shall use IMSA.com for lawful purposes only. You shall not post or transmit through IMSA.com any material that violates or infringes in any way the rights of others, that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or that, without Company's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that, as determined by Company in Company's discretion, restricts or inhibits any other User from using or enjoying IMSA.com will not be permitted. User shall not use IMSA.com to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with IMSA.com.

B. Naming Policy. When selecting a display name for use on IMSA.com, you must abide by the following Naming Policy set forth below (and if IMSA.com changes it, you will abide by all changes after it is posted here.)

* Names may not be offensive, sexually explicit, vulgar, racist, hateful, obscene, defamatory, or any other language that is offensive in nature (including common swear words, names concerned with anatomical references, and intentional misspellings, anagrams, combinations, and homonyms of these words).
* Names may not be used that harass or damage the reputation of another user, IMSA.com employees or agents, or Company employees or agents.
* Names may not be a name or handle of any IMSA.com employees or agents or Company employees or agents.
* Names may not include any unlawful reference to trademarked names, materials or products.
* Names may not incorporate names of other people, including drivers, crew chiefs, broadcast talent, actors, celebrities, or other personalities or individuals in a manner that creates confusion or false affiliation.
* Names may not be religiously or historically sensitive.
* Names may not have a title or rank within them suggesting affiliation with Company or IMSA.com.
* Names may not contain a phrase, sentence, or any fragment of a sentence.
* Names may not include any telephone numbers, credit card numbers, social security numbers, street addresses, or email/instant message addresses other than your own (and IMSA.com strongly recommends that you not use your own either).
* Names may not use misspellings or alternative spellings of names that violate any of the rules above.

C. User Content. You shall not upload, post or otherwise make available on IMSA.com any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, intellectual property or proprietary rights, or any other harm resulting from such a submission.

D. User Rules of Conduct. Without limiting any other term herein, if you submit any User Content (including, but not limited to, any screen name) or participate in an Interactive Area within or in connection with IMSA.com, you agree to abide by the following Rules of Conduct:

* You agree not to upload, post or otherwise transmit any User Content that violates or infringes in any way the rights of others, including any statements that may defame, harass, stalk or threaten others.
* You agree not to upload, post or otherwise transmit any User Content that is offensive to the online community, including blatant expressions of bigotry, racism, abusiveness, vulgarity or profanity.
* You agree not to upload, post or otherwise transmit any material that contains or advocates profane or obscene material as determined in Company’s discretion.
* You agree not to upload, post or otherwise transmit any User Content that violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability.
* You agree not to upload, post or otherwise transmit any User Content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them.
* You agree not to upload, post or otherwise transmit User Content that does not generally pertain to the designated topic or theme of any Interactive Area.
* You agree not to impersonate any person or entity, including, but not limited to, any Company, IMSA.com, racing teams, racing or IMSA.com sponsors employee or associated persons, or falsely state or otherwise misrepresent your affiliation with any person or entity.
* You agree not to interfere with any other User's right to privacy, including by harvesting or collecting personally-identifiable information about IMSA.com Users or posting private information about a third party.
* You agree not to upload, post or otherwise transmit any User Content, software or other materials that contain a virus or other harmful or disruptive component.
* You agree not to interfere with or disrupt IMSA.com or the servers or networks connected to IMSA.com, or disobey any requirements, procedures, policies or regulations of networks connected to IMSA.com.
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F. Moral Rights. If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that: (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by Company, or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release the Company Parties and their respective licensees, successors and assigns, from any claims that you could otherwise assert against any of them by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

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14. **Miscellaneous**. These Terms of Use, including the Privacy Policy, and any operating rules for IMSA.com established by Company, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. These Terms of Use shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules and the courts in the State of Florida shall be the exclusive forum for any disputes. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

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A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

B. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

D. Information reasonably sufficient to permit us to contact the complaining party;

E. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

F. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

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Copyright Agent

International Motor Sports Association, LLC

One Daytona Blvd, Daytona Beach, FL 32114

Email: copyright@imsa.com

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