

Terms of Use for Super Drift Challenge Driving App

These Terms of Use ("Terms") govern your access to and use of the Super Drift Challenge mobile application (the "App"), provided by Obsession Werks Ltd ("we," "us," or "our"). By downloading, installing, accessing, or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the App.

1. Introduction

The App is designed for private, non-commercial use only, to assist with vehicle drifting simulations or challenges on private property. The App is intended solely for use on private roads or property with the express permission of the property owner. Use of the App on public roads or without proper authorization is strictly prohibited. You acknowledge that your use of the App is entirely voluntary and at your own free will.

2. Acceptance of Terms

By using the App, you represent and warrant that you are at least the legal driving age in your jurisdiction (which may vary by country or region) and have the legal capacity to enter into these Terms. If you are below the legal driving age in your jurisdiction, you may only use the App on private land or property with the express written permission of the property owner and under the direct supervision of a person who is of legal driving age and authorized to supervise such use. You agree to comply with all applicable laws and regulations in your jurisdiction regarding the use of the App. We reserve the right to modify these Terms at any time. Continued use of the App after any changes constitutes your acceptance of the modified Terms.

3. Eligibility and Use Restrictions

- ****Private Use Only****: The App is provided for your personal, non-commercial use. You may not use the App for any business, commercial, or public purposes without our prior written consent.
- ****Restricted Locations****: You may only use the App on private roads or property where you have obtained explicit permission from the owner or authorized party. Use on public roads, highways, or any location without such permission is forbidden and may violate local laws. If you are below the legal driving age in your jurisdiction, this restriction is absolute, and use must also include supervision as specified in Section 2.
- ****Global Applicability****: These restrictions apply worldwide, in all jurisdictions. You are solely responsible for ensuring your use complies with all local, national, and international laws, including but not limited to traffic, property, privacy, and age-related driving regulations. You must verify the legal driving age in your jurisdiction and adhere to it strictly.
- ****Prohibited Conduct****: You agree not to:
 - Use the App while operating a vehicle if it distracts from safe driving.
 - Modify, reverse-engineer, or tamper with the App.
 - Copy, reproduce, distribute, or create derivative works based on the App, its concept, features, or any associated intellectual property.
 - Use the App in any way that could harm, disable, or overburden our systems.
 - Transmit viruses, malware, or any harmful code.
 - Infringe on the rights of others, including intellectual property rights.
 - Allow use by individuals below the legal driving age without required permissions and supervision.
- ****Account Responsibility****: If the App requires an account, you are responsible for maintaining the confidentiality of your login information and for all activities under your account.

4. Ownership and Intellectual Property

We own all rights, title, and interest in the App, including all software, content, trademarks, copyrights, trade secrets, patents, and other intellectual property rights (collectively, "IP"). The App and all related code, designs, concepts, features, and materials are the exclusive property of Obsession Werks Ltd and are protected by copyright, trademark, and other intellectual property laws worldwide, including but not limited to the Berne Convention, the Universal Copyright Convention, and national laws in all jurisdictions.

You are granted a limited, non-exclusive, non-transferable, revocable license to use the App solely for its intended private, non-commercial purpose as described in these Terms. This license does not include any right to resell, sublicense, or commercially exploit the App or its IP.

Any unauthorized copying, reproduction, modification, distribution, display, or creation of derivative works based on the App, its concept, features, or IP is strictly prohibited. This includes, but is not limited to, copying the App's unique drifting challenge mechanics, user interface, algorithms, or overall concept for use in any other application, product, or service. Violations of these IP rights, including copyright infringement, will be pursued to the fullest extent permitted by law in any jurisdiction, including through civil litigation, injunctions, criminal prosecution where applicable, and recovery of damages, attorneys' fees, and costs in courts of competent jurisdiction globally.

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This license terminates immediately upon any violation of these Terms, and you must cease all use of the App and destroy any copies in your possession.

5. Disclaimer of Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, OR UNINTERRUPTED USE. WE DO NOT WARRANT THAT THE APP WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION PROVIDED THROUGH THE APP.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN ALL JURISDICTIONS, WE DISCLAIM ALL WARRANTIES RELATED TO THE APP'S PERFORMANCE, SAFETY, OR SUITABILITY FOR USE IN ANY DRIVING OR VEHICLE-RELATED CONTEXT. YOU ACKNOWLEDGE THAT USE OF THE APP INVOLVES INHERENT RISKS, INCLUDING BUT NOT LIMITED TO ACCIDENTS, PROPERTY DAMAGE, OR PERSONAL INJURY, AND YOU ASSUME ALL SUCH RISKS VOLUNTARILY, REGARDLESS OF YOUR AGE OR JURISDICTION.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW IN ANY JURISDICTION WORLDWIDE, WE, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF THE APP, INCLUDING BUT NOT LIMITED TO:

- PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.
- LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES.
- ANY DAMAGES RESULTING FROM ACCIDENTS, VIOLATIONS OF LAW, OR UNAUTHORIZED USE, INCLUDING USE BY INDIVIDUALS BELOW LEGAL DRIVING AGE.
- ANY RELIANCE ON INFORMATION PROVIDED THROUGH THE APP.
- ANY CLAIMS RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT BY YOU.

THIS LIMITATION APPLIES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE). IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED THE AMOUNT YOU PAID US FOR THE APP IN THE PAST SIX MONTHS, IF ANY. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY SUCH LAW.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE APP IS AT YOUR SOLE RISK AND FREE WILL. WE ARE NOT RESPONSIBLE FOR ANY HARM, LOSS, OR DAMAGE INCURRED WHILE USING THE APP, INCLUDING DURING DRIVING OR ON PRIVATE PROPERTY, AND THIS INCLUDES ANY USE BY OR INVOLVING INDIVIDUALS BELOW THE LEGAL DRIVING AGE.

7. Indemnification

You agree to indemnify, defend, and hold harmless us, our affiliates, officers, directors, employees, agents, and suppliers from and against all claims, losses, expenses, damages, and costs (including reasonable attorneys' fees) arising from or related to:

- Your use of the App.
- Your violation of these Terms or any applicable law, including age-related driving laws and intellectual property laws.
- Any injury, damage, or loss caused by your actions or negligence while using the App, including any

unauthorized or unsupervised use by minors.

- Any infringement or misappropriation of our IP or third-party rights resulting from your conduct.

This indemnification obligation survives termination of these Terms.

8. Termination

We may terminate or suspend your access to the App at any time, without notice or liability, for any reason, including if we believe you have violated these Terms or any applicable laws. Upon termination, your right to use the App ceases immediately.

9. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of England and Wales, without regard to conflict of law principles. Any disputes arising from these Terms or your use of the App, including disputes related to intellectual property infringement, shall be resolved exclusively through binding arbitration in London, England, under the rules of the London Court of International Arbitration. You waive any right to participate in class actions or representative proceedings.

Notwithstanding the above, we reserve the right to seek injunctive or other equitable relief in any court of competent jurisdiction worldwide to protect our intellectual property rights. These Terms are intended to be enforceable to the fullest extent permitted under the laws of any jurisdiction worldwide. If any provision is held invalid or unenforceable in a particular jurisdiction, it shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force.

10. Miscellaneous

- ****Severability****: If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions will continue in effect.
- ****Waiver****: Our failure to enforce any right or provision does not constitute a waiver.
- ****Entire Agreement****: These Terms constitute the entire agreement between you and us regarding the App.
- ****Contact****: For questions, contact us at [email or address].

By using the App, you confirm that you have read, understood, and agree to these Terms, including the disclaimers, limitations, and intellectual property protections above.

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