

Optrace Terms of Service and EULA

Website, account, trial, subscription and desktop software terms | Version 1.0

Company	Optrace Technologies Ltd (company number 17372443)
Registered office	Kinlochard, The Purlieu, Malvern, United Kingdom, WR14 4DJ
Effective date	1 August 2026

Important notice

These Terms form a legally binding agreement between Optrace Technologies Ltd and each person or organisation that creates an Optrace account, starts a trial, buys or receives a subscription, downloads or uses the Optrace desktop application, or otherwise uses the Optrace website or services. Please read them before continuing.

If you accept these Terms for a company, team, university or other organisation, you confirm that you have authority to bind that organisation. If you do not agree, do not create an account, purchase a subscription, download or use Optrace. Nothing in these Terms limits rights that cannot lawfully be limited, including mandatory consumer rights.

1. About Optrace and these Terms

1.1 Provider

Optrace is supplied by Optrace Technologies Ltd, a company registered in England and Wales under company number 17372443. Its registered office is Kinlochard, The Purlieu, Malvern, United Kingdom, WR14 4DJ. The website is <https://optrace.pro>. References to Optrace, we, us or our mean Optrace Technologies Ltd.

1.2 Agreement

These Terms govern the Optrace website, account and licensing services, free or complimentary access, paid subscriptions, downloadable desktop software, updates, reports and related support. The Privacy and Cookies Notice explains how personal data is handled and forms part of the information supplied with these Terms.

1.3 Order of precedence

Any written enterprise order form signed or expressly accepted by Optrace takes priority over these Terms only where it specifically says so. Otherwise, these Terms are the entire standard agreement for the service and no customer-specific signature is required.

1.4 Eligibility

An individual account holder must be at least 18 years old and legally capable of entering a contract. Accounts for drivers under 18 must be created and controlled by an authorised adult, team or organisation.

2. Electronic acceptance and contract formation

2.1 Acceptance

You accept these Terms by selecting an unticked acceptance box, choosing an equivalent I agree control, completing an order that clearly refers to them, or using the software after being shown the Terms. Electronic acceptance has the same effect as signing a paper agreement.

2.2 Contract date

The contract starts when we confirm account registration, activate a trial or complimentary licence, accept an order, or first permit use of the software, whichever happens first.

2.3 Records and copies

We may record the account identifier, Terms version, date, time and acceptance method as evidence of acceptance. A current downloadable copy is available on optrace.pro. Order and subscription confirmation will be provided by email or another durable format that the customer can keep.

2.4 Product information

The current product description, price, billing interval, tier entitlements, device limits, system requirements and material restrictions shown immediately before an order form part of the contract. Promotional descriptions do not override the checkout summary or these Terms.

3. Accounts and security

- Provide accurate account information and keep the registered email address current.
- Keep passwords, recovery methods, licence keys and authentication tokens confidential. Do not share an individual account except through an authorised team or enterprise arrangement.
- Notify support@optrace.pro promptly if an account, device or credential may have been compromised.
- You are responsible for activity performed through your account unless caused by our breach of duty. We may require reauthentication, password reset or device validation where reasonably necessary for security.
- Account creation, trial access and subscription use may be refused or restricted where information is false, unlawful activity is suspected, security is at risk, or a previous account was terminated for material breach.

4. Trials, complimentary licences and beta access

4.1 Trials

A trial is available only to an eligible logged-in account and is limited to the duration, usage allowance and features stated when it begins. Unless the checkout page clearly says otherwise, a trial does not automatically become a paid subscription and no payment is taken without a separate order.

4.2 One trial per user

We may limit trials to one per person, organisation, payment method or device and may prevent attempts to obtain repeated trial access.

4.3 Complimentary licences

We may issue revocable internal, beta tester, adviser, demonstration or partner access without payment. The granted tier, entitlements, device limit and expiry are those shown in the account record. Complimentary access creates no right to renewal, continued availability or future features and may be revoked on the next online validation. Any valid offline grace period ends at its normal expiry.

4.4 Beta features

Preview or experimental features may be incomplete, changed or withdrawn and may produce inaccurate results. They must not be relied upon for safety-critical, regulatory or competitive decisions without independent verification.

5. Subscription plans and entitlements

5.1 Tier access

Your subscription tier controls the modules, functions, usage limits, seats, devices, support and integrations available to the account. Current entitlements are displayed on the pricing or account page. Features described as future, planned, experimental or in development are not promised for any particular date and are not part of the paid service until released into the applicable tier.

5.2 Licence validation

The desktop application validates the account and entitlements through secure online services. A signed local licence may permit temporary offline use for the grace period shown by the application. Access may be reduced or paused when the subscription expires, payment fails, a grant is revoked, a device limit is exceeded or online validation remains unavailable after the grace period.

5.3 Devices and seats

Device and seat limits shown for the selected tier apply. You may deactivate a device through supported account controls. Device identifiers may be used to enforce these limits. Circumventing device, seat, usage or entitlement controls is prohibited.

5.4 Changes within a tier

We may improve, replace or retire individual features where reasonably necessary for security, legal compliance, supplier changes or product development. We will give reasonable notice of a material reduction to a paid tier where practicable and provide any remedy required by law.

6. Prices, payment and taxes

6.1 Prices

Prices, currency, billing frequency and whether applicable taxes are included or added are shown before checkout. Enterprise services may be priced by quotation.

6.2 Payment processing

Payments are processed by Stripe. We do not ordinarily receive or store full payment-card numbers. You authorise Stripe and Optrace to collect each amount shown at checkout and each recurring amount due under the selected plan.

6.3 Renewal

Unless the checkout page expressly states otherwise, paid subscriptions renew automatically for successive periods matching the selected monthly or annual billing interval until cancelled. The renewal price is the price notified for the next period, subject to applicable law and any guaranteed founding or promotional price expressly recorded on the account.

6.4 Failed payment

If payment fails, we may retry collection, ask for an updated payment method and restrict paid entitlements after reasonable notice. Amounts properly due remain payable. We will not charge an undisclosed penalty merely because a payment failed.

6.5 Price changes

We may change future subscription prices by giving reasonable advance notice. A price change takes effect at the next renewal after the notice period. If you do not accept it, you may cancel before that renewal.

7. Cancellation, renewal and refunds

7.1 Customer cancellation

You may turn off renewal through the Optrace account page and Stripe billing portal or by contacting support@optrace.pro. Online cancellation will be reasonably easy to find and use. Cancellation normally takes effect at the end of the paid billing period, and access continues until then unless a statutory cooling-off right or other legal remedy applies.

7.2 Confirmation

We will confirm cancellation in writing or another durable format and identify the date on which access ends. Cancelling does not delete locally stored telemetry or reports.

7.3 Refunds

Except where required by law or expressly stated at checkout, amounts already paid are not refunded for partial use of a billing period. This does not affect rights relating to faulty digital content, services not supplied with reasonable care and skill, misdescription, an unlawful charge or a valid cooling-off cancellation.

7.4 Our cancellation

We may end a discontinued service or a subscription we can no longer lawfully or reasonably provide by giving reasonable notice and a proportionate refund for any prepaid period not supplied, unless termination results from the customer's material breach.

8. Consumer cancellation and digital supply

8.1 Consumer status

This section applies where you contract wholly or mainly outside your trade, business, craft or profession. Business customers do not receive consumer-only cancellation rights unless the law requires otherwise.

8.2 Cooling-off period

Where the Consumer Contracts Regulations or other applicable law gives you a right to cancel, you may cancel within 14 days after the contract is made without giving a reason. The model cancellation form in Schedule 2 may be used, but any clear statement is sufficient.

8.3 Immediate service

If you expressly request subscription services to begin during the cooling-off period and then cancel, we may charge a proportionate amount for services supplied before cancellation where the law permits and the required information was provided.

8.4 Immediate digital content

Before an immediate software download or supply of digital content begins, we will ask for express consent to immediate supply and acknowledgement of the legal effect on the cancellation right. A consumer loses the statutory cancellation right for that digital content only when and to the extent the applicable legal requirements have been met. This does not remove rights where digital content is faulty, misdescribed or otherwise non-conforming.

8.5 Mandatory rights

Nothing in these Terms excludes the Consumer Rights Act 2015 or any other right that cannot lawfully be excluded or restricted.

9. Software licence

9.1 Grant

While your account has a valid entitlement, we grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to install and use the object-code version of Optrace on the permitted number of supported devices for your own personal or internal business race-engineering activities.

9.2 Commercial use

Commercial team, coaching, consultancy, manufacturer, multi-car, deployment and white-label use is permitted only where included in the applicable tier or a written enterprise order. A licence does not transfer ownership of the software, source code, models, documentation or brand.

9.3 Copies

You may keep a reasonable backup copy of an installer where lawful, but each installation remains subject to licence validation and the applicable device limit.

9.4 Reservation of rights

All rights not expressly granted are reserved. The licence ends automatically when the relevant account access ends, subject to any limited right to retain and read exported customer data and reports.

10. Prohibited conduct

- Do not copy, sell, rent, sublicense, publish, distribute or make Optrace available to an unauthorised person.
- Do not disclose licence keys, authentication tokens, private download links or protected documentation outside authorised users.
- Do not bypass or interfere with authentication, subscription, entitlement, device, usage, update or security controls.
- Do not reverse engineer, decompile, disassemble or attempt to derive source code, models, non-public interfaces or trade secrets, except to the limited extent that applicable law expressly permits despite this restriction.
- Do not use Optrace to build, train, benchmark or validate a competing commercial product through systematic extraction of protected outputs, interfaces or behaviour.
- Do not introduce malware, overload the service, probe another user's data, use stolen credentials or perform unauthorised security testing.
- Do not use Optrace unlawfully, infringe third-party rights, violate motorsport rules or process personal data without an appropriate legal basis.
- Do not remove proprietary, legal, attribution, safety or watermark notices.

11. Customer data, local storage and backups

11.1 Ownership

As between you and Optrace, you retain rights in telemetry, setup information, driver profiles, notes, files and other data that you lawfully provide to Optrace. You confirm that you have the necessary rights and permissions to use that data.

11.2 Local-first operation

Raw motorsport telemetry and engineering session data are intended to remain on the user's device unless the user deliberately exports, uploads, submits or shares them through a feature or support request. Account, licence, payment status and limited operational records necessarily use online services.

11.3 Permission to process

You permit us and our processors to handle customer data only as necessary to provide, secure, support and improve the enabled service, comply with law and follow your instructions, subject to the Privacy and Cookies Notice and any applicable business data-processing agreement.

11.4 Backups

You are responsible for maintaining appropriate backups of local telemetry, setup, profile and report files. Any automatic backup feature is an additional convenience and is not a substitute for an independent backup unless expressly agreed in writing.

12. Intellectual property and feedback

12.1 Optrace property

Optrace and its licensors own the software, object code and source code, user-interface design, engineering logic, models, documentation, reports templates, website content, databases, branding and all related intellectual property, excluding customer data and third-party materials. Protection applies whether or not a right is registered.

12.2 Output use

You may use reports and exported results produced for you for your permitted personal or internal business purposes. This does not grant rights to redistribute the underlying software, report generator, protected templates or model logic as a standalone product.

12.3 Feedback

If you voluntarily provide suggestions or feedback, you grant us a worldwide, perpetual, irrevocable, royalty-free right to use and incorporate it without identifying you or disclosing confidential customer data. You are not required to provide feedback.

12.4 Third-party materials

Third-party libraries and components may be subject to separate notices or licences supplied with Optrace. Those terms apply only to the relevant component and do not make Optrace source code generally available.

13. Engineering and motorsport safety

13.1 Decision-support tool

Optrace is engineering decision-support software. Its telemetry analyses, simulations, setup recommendations, strategy predictions, driver profiles and machine-learning outputs are estimates based on available data, assumptions and probabilistic methods.

13.2 No guaranteed outcome

We do not guarantee accuracy, lap time, finishing position, vehicle performance, competitive advantage, regulatory compliance or fitness for a specific event, car or circuit.

13.3 Human verification

Qualified users must independently verify inputs, units, sensor calibration, vehicle compatibility, outputs and any change before relying on it. Never apply a recommendation where doing so could endanger a person, vehicle or property.

13.4 No vehicle control

Unless expressly agreed in a separate written hardware or integration agreement, Optrace does not control a vehicle or replace an ECU, data-acquisition system, scrutineer, mechanic, engineer, coach or safety system.

13.5 User responsibility

You remain responsible for vehicle condition, setup limits, track and series rules, safe operation, driver briefings, data quality and decisions made using Optrace.

14. Compatibility, updates and third-party services

14.1 Requirements

Supported operating systems, simulators, interfaces, sensors, OBD-II modes, serial or COM settings, UDP formats and file schemas are those identified in current documentation. Compatibility may depend on third-party versions, hardware and permissions outside our control.

14.2 Updates

Optrace may check for and install or offer security, reliability and feature updates. Automatic updates may be required to continue using online services. Release notes will describe material changes. You must not intentionally prevent a critical security update while continuing to expose the service to risk.

14.3 External services

Authentication, billing, website hosting, email, downloads, updates and optional diagnostics may depend on third-party providers. We are responsible for selecting and managing our providers with reasonable care but are not responsible for a third-party product you independently choose or control.

14.4 Availability

We aim to provide a reliable service but do not promise uninterrupted availability. Maintenance, internet failure, provider incidents, force majeure, security events and legal requirements may temporarily affect online validation or downloads. Any offline grace period is designed to reduce, not eliminate, that risk.

15. Support, feedback and diagnostics

15.1 Support

Support channels and response priority depend on the applicable tier. Response targets are objectives unless a separately signed service-level agreement states otherwise.

15.2 Diagnostics

The desktop application can create local error logs, crash diagnostics and limited feature-usage records when the relevant setting is enabled. These records remain on the user's device unless the user deliberately submits them to Optrace through support or another clearly identified submission process.

15.3 Support submissions

Information intentionally included in a feedback or support request will be used to investigate and respond. Remove unnecessary personal or confidential telemetry before submitting it. Do not send passwords or full payment-card details.

16. Confidentiality for business customers

Each party will use reasonable care to protect non-public technical, commercial and operational information received from the other and will use it only to perform or receive the service. This obligation does not cover information that is public without breach, already lawfully known, independently developed or lawfully obtained from another source. Disclosure is permitted to personnel, contractors and advisers who need to know and are bound by confidentiality, and where required by law. These obligations continue for three years after the contract ends, while trade secrets remain protected for as long as they remain trade secrets.

17. Suspension and termination

17.1 Suspension

We may proportionately restrict or suspend access where payment is overdue, an entitlement has expired, device or usage limits are exceeded, security is threatened, use is unlawful, or these Terms are materially breached. Where practicable, we will explain the reason and allow a reasonable opportunity to remedy it.

17.2 Immediate action

We may act immediately where necessary to protect users, data, systems, intellectual property, third parties or legal compliance.

17.3 Termination for breach

Either party may terminate for a material breach that is not remedied within 14 days after written notice, unless the breach cannot be remedied or immediate termination is reasonably required.

17.4 Effect

On termination, the software licence and online entitlements end. Accrued payment obligations and provisions concerning ownership, confidentiality, liability, disputes and any clauses intended to survive remain effective. You should export permitted data before access ends; locally stored files are not automatically deleted by account termination.

18. Warranties and legal remedies

18.1 Our commitment

We will provide paid services with reasonable care and skill and will take reasonable steps to ensure that supplied software materially corresponds with its description. We do not exclude obligations that apply under consumer or other mandatory law.

18.2 Customer commitment

You warrant that you are entitled to enter the agreement, that information and data you provide may lawfully be used as contemplated, and that your use will comply with these Terms and applicable law.

18.3 Excluded assurances

Subject to mandatory law, Optrace is supplied on an as-available basis and we do not promise that every error will be corrected, every third-party device or simulator will remain compatible, or every prediction will be accurate.

18.4 Remedy process

Tell support@optrace.pro promptly about a material fault and provide reasonable diagnostic information. We may repair, replace, reperform or refund as required by law and appropriate to the problem.

19. Liability

19.1 Liability never excluded

Nothing excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory title obligations, deliberate wrongdoing, or any liability that cannot lawfully be excluded or limited.

19.2 Consumers

If you are a consumer, we are responsible for loss or damage that is a foreseeable result of our breach or failure to use reasonable care and skill. We are not responsible for business losses arising from consumer use, or for loss that was not foreseeable. Your statutory rights remain unaffected.

19.3 Business customers

For a business customer, neither party is liable for indirect or consequential loss, or loss of profit, revenue, anticipated savings, business, opportunity, goodwill or corrupted data, except where such exclusion is prohibited by law. Subject to clause 19.1 and any expressly agreed enterprise terms, each party's aggregate liability arising from the service in any 12-month period is limited to the greater of GBP 1,000 and the fees paid or payable by the customer for that period.

19.4 Mitigation and backups

Each party must take reasonable steps to reduce avoidable loss. We are not responsible for loss that could reasonably have been avoided by following documentation, checking engineering outputs, maintaining local backups or installing a notified critical update, except to the extent caused by our breach of duty.

20. Changes to these Terms

We may update these Terms for legal, security, operational or product reasons. The current version and effective date will be published on optrace.pro. We will give reasonable advance notice of a material change affecting an active paid subscription, unless urgent action is required by law or security. A material change will apply from the stated date or the next renewal, as appropriate. Where consent is legally required, we will request it. Continued use after a valid change takes effect constitutes acceptance only where the law allows.

21. Notices and communications

Operational and contractual notices may be sent to the registered account email, displayed in the account or application, or published on optrace.pro where appropriate. You must keep the account email current. Legal notices to Optrace may be sent to legal@optrace.pro or to the registered office. Privacy enquiries should be sent to privacy@optrace.pro. Support enquiries should be sent to support@optrace.pro.

22. General legal provisions

22.1 Assignment

You may not transfer the agreement or licence without our written consent. We may transfer it as part of a genuine corporate reorganisation, financing or sale of the relevant business, provided this does not reduce mandatory customer rights.

22.2 No partnership

The agreement does not create employment, agency, partnership, joint venture or authority for either party to bind the other.

22.3 Severability

If a provision is unlawful or unenforceable, it will be adjusted only as far as necessary or removed, and the remainder continues in effect.

22.4 Waiver

A delay in enforcing a right is not a waiver. A waiver applies only to the specific instance in which it is given.

22.5 Third-party rights

A person who is not a party to the agreement has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999, except a permitted successor or as expressly stated.

22.6 Entire agreement for businesses

For business customers, these Terms, the checkout or order confirmation and any signed order form constitute the entire agreement concerning the service and replace prior statements on that subject. Nothing limits liability for fraud. Consumer rights concerning information and representations are unaffected.

22.7 Force majeure

Neither party is liable for delay caused by events beyond its reasonable control, provided it takes reasonable steps to reduce the effect. This does not excuse payment already due or remove mandatory consumer remedies.

23. Governing law and disputes

23.1 Contact first

Please contact support@optrace.pro so that we can try to resolve a complaint promptly.

23.2 Consumers

These Terms are governed by English law, but a consumer retains mandatory protections of the country in which they live. A consumer may bring proceedings in the courts available under applicable consumer law.

23.3 Businesses

For business customers, these Terms and all non-contractual disputes are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Schedule 1 - Subscription information

The selected tier name, price, billing interval, included features, usage allowances, seat and device limits, support level and any trial terms are those displayed on the pricing and checkout pages when the order is placed and repeated in the order confirmation. Features identified as future or planned are excluded until released. The account entitlement record determines technical access, but it does not override the customer's contractual or statutory rights.

Schedule 2 - Model consumer cancellation form

Complete and return this form only if you wish to use it. A clear cancellation statement sent through another supported channel is also valid.

To: Optrace Technologies Ltd, Kinlochard, The Purlieu, Malvern, United Kingdom, WR14 4DJ;
support@optrace.pro

I give notice that I cancel my contract for the following Optrace subscription or digital service:

Subscription or order: _____

Ordered on: _____ Account email: _____

Consumer name: _____

Consumer address: _____

Date: _____

No signature is required for electronic submission. Signature only if submitted on paper:

Official reference points

These sources informed this example. They do not replace advice on the final implementation.

Source	URL
GOV.UK online and distance selling	https://www.gov.uk/online-and-distance-selling-for-businesses/online-selling
GOV.UK writing fair consumer contracts	https://www.gov.uk/guidance/writing-a-fair-contract-for-customers
GOV.UK Consumer Rights Act 2015	https://www.gov.uk/government/publications/consumer-rights-act-2015/consumer-rights-act-2015
Digital Markets, Competition and Consumers Act 2024	https://www.legislation.gov.uk/ukpga/2024/13/contents