

NASCAR's 'Optical Analytics' Using SMT Team Analytics Terms of Use

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provide current, complete, true and accurate information (b) maintain and update your information as required to keep it current, complete and accurate. SMT reserves the right to require you to periodically change your Password.

You agree: That you are and shall be responsible for maintaining the confidentiality and security of your Password, and for restricting access to your computer and your Passwords Not to transfer, lease, assign, or sublicense any Password without SMT's prior written consents Not to circumvent the password restrictions on the Site, nor allow others to do so on your behalf Not to use anyone else's Passwords and to notify SMT immediately upon discovery or suspicion of compromise of the confidentiality of any Password.

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TERMINATION OF SERVICE BY SMT

In addition to any other remedies available to us, whether in equity, at law or otherwise, upon your failure to comply with any of the terms or conditions in the Agreement (including these Terms of Use), we shall have the right to terminate your access to the Service immediately. We further reserve the right to discontinue, suspend, terminate or change the Service, or its availability to you, at any time. If we discontinue your Service subscription for cause (for example, due to your breach of the Agreement), you will not receive any refund or partial refund for any charges or fees already incurred by or billed to you, and we reserve all other rights available to us in connection with your breach.

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You acknowledge and agree that any violation of the Agreement relating to the disclosure, use, copying, distribution, display or publishing of the information and/or content on the Service and/or use of the Service may result in irreparable injury and damage to us that may not be adequately compensable in money damages, and for which we will have no adequate remedy at law. You, therefore, consent and agree that we may obtain injunctions, orders or other equitable relief as may be reasonably necessary to ensure compliance with this Agreement. You waive any requirement of the posting of a bond that may apply for issuance of any injunctions, orders or other equitable relief.

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SMT and you agree that SMT and you will resolve any disputes, claims or controversies on an individual basis, and that any claims brought under these Terms in connection with the Service will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding.

