



SALES AGREEMENT

AGREEMENT TO TERMS

This Agreement describes the terms governing your use of the SEQNZR services provided to you on this website, including content, updates and new releases (collectively, the “Services”). This Sales Agreement constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Walk-Off Analytics, LLC (“we,” “us” or “our”), concerning your access to and use of the www.seqnzrsim.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Service”). You agree that by using the Service, you have read, understood, and agree to be bound by all of this Sales Agreement.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Service is our proprietary property and all source code, databases, functionality, software, designs, and graphics and the trademarks, service marks, and logos contained therein are owned or controlled by us and are protected by copyright and trademark laws. The Service is provided “as is” for your informational use only. Except as expressly provided, no part of the Service and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Provided that you are eligible to use the Service, you are granted a limited license to access and use the Service and to download or print a copy of any portion of the Content to which you have properly gained access solely for your own use. We reserve all rights not expressly granted to you in and to the Service, the Content, and the Marks.

SERVICE COMMITMENTS

Upon purchasing SEQNZR, you will receive access to computing services for the purpose of predictive modeling. The number of simulations and features will be commensurate with the subscription level that you have paid for. Access to all SEQNZR services will be made available via secure user interface.

SUBSCRIPTION TERM AND CANCELLATION

The term for all subscriptions will run through the end of the calendar year in which the subscription was purchased, unless otherwise noted. All purchases are non-refundable. In the event your season is cancelled due to unforeseen circumstance, credit will be given to you according to the following schedule:

NCAA/Professional Accounts

- Any season cancellation resulting in your program playing no games in the given season: 100% of amount paid will be credited to your account for future purchases.
- After your first game has been played, any season cancellation on or before April 1st of that calendar year: 50% of amount paid will be credited to your account for future purchases.
- After your first game has been played, any season cancellation between April 2nd and April 30th: 25% of amount paid will be credited to your account for future purchases.
- Any season cancellation after May 1st of a given year will not be eligible for credit. Likewise, any postponements, delays, or other temporary stoppages will not be eligible for credit.

Youth Accounts

- Premium: The cancellation of your account before 25 simulations will result in a 100% credit for the following season, between 25 and 50 simulations will result in a 50% credit, and over 50 simulations will not result in any credit.
- All youth cancellation requests must be made before July 1st of the purchased calendar year.

If you are unsatisfied with our services, please email us at brian@seqnzs.com.

PROHIBITED ACTIVITIES

You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. As a user of the Service, you agree not to:

1. Systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Circumvent, disable, or otherwise interfere with security-related features of the Service, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Service and/or the Content contained therein.
3. Sell or otherwise transfer your access.
4. Share any information from our service with anybody outside your organization.
5. Decipher, decompile, disassemble, or reverse engineer any of the software comprising the Service.
6. Delete the copyright or other proprietary rights notice from any Content.
7. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service.

CORRECTIONS

There may be information within the Service that contains typographical errors, inaccuracies, or omissions, including descriptions or availability. We reserve the right to correct any errors, inaccuracies, or omissions and to update the information at any time, without prior notice.

DISCLAIMER

This Service is provided on an as-is and as-available basis. You agree that your use of the Service will be at your sole risk. We disclaim all warranties, express or implied, in connection with the Service and your use thereof, including the implied warranties of fitness for a particular purpose. We assume no liability or responsibility for any errors, mistakes, or inaccuracies of content and material for any loss or damage incurred as a result of the use of any content made available via the Service.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, from and against any loss, damage, liability, claim, or demand arising out of use of the Service.

CONTACT US

Feel free to contact us anytime with questions. Please contact us at:

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