

Terms of Use

Agreement between user and Pinnacle Quality Insight

The Pinnacle Quality Insight website (the “Pinnacle Website”) is comprised of various web pages operated by Pinnacle Quality Insight.

The Pinnacle Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. This Terms of Use sets forth the legally binding terms and conditions of your use of the Pinnacle Website. Your use of the Pinnacle Website constitutes your agreement to all such terms, conditions, and notices.

Modification of These Terms of Use

Pinnacle Quality Insight reserves the right to change any term, condition, and notice set forth in this Terms of Use or under which the Pinnacle Website is offered, including but not limited to the charges associated with the use of the Pinnacle Website. Such revisions shall be effective upon posting by Pinnacle Quality Insight and your continued use of the Pinnacle Website after Pinnacle Quality Insight posts revised Terms of Use signifies your acceptance of the revised Terms of Use.

Links to Third-Party Sites

The Pinnacle Website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Pinnacle Quality Insight and Pinnacle Quality Insight is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Pinnacle Quality Insight is not responsible for webcasting or any other form of transmission received from any Linked Site. Pinnacle Quality Insight is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Pinnacle Quality Insight of the site or any association with its operators.

No Unlawful or Prohibited Use

As a condition of your use of the Pinnacle Website, you warrant to Pinnacle Quality Insight that you will not use the Pinnacle Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Pinnacle Website in any manner which could damage, disable, overburden, or impair the Pinnacle Website or interfere with any other party’s use and enjoyment of the Pinnacle Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Pinnacle Websites.

Use of Communication Services

The Pinnacle Website may contain groups, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Services”), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines that may be applicable for any Communication Service.
- Harvest or otherwise collect information about others, including email addresses, without their consent.
- Violate any applicable laws or regulations.

Pinnacle Quality Insight has no obligation to monitor the Communication Services or materials posted thereto. If at anytime Pinnacle Quality Insight chooses, in its sole discretion, to monitor the Communication Services, Pinnacle Quality Insight nonetheless assumes no responsibility for material posted, no obligation to modify or remove any inappropriate material posted, and no responsibility for the conduct of a user submitting any such material. However, Pinnacle Quality Insight reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Pinnacle Quality Insight reserves the right to terminate your access to any or all the Communication Services at any time without notice for any reason whatsoever. You are solely responsible for material posted by you on or through the Communication Services.

Pinnacle Quality Insight reserves the right to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Pinnacle Quality Insight's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Pinnacle Quality Insight does not control or endorse the content, messages or information found in any Communication Service and, therefore, Pinnacle Quality Insight specifically disclaims any liability regarding the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Pinnacle Quality Insight spokespersons, and their views do not necessarily reflect those of Pinnacle Quality Insight.

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SERVICE CONTACT: info@pinnacleqi.com

Termination/Access Restriction

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Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Pinnacle Quality Insight's Copyright Agent as follows: Copyright Agent, Pinnacle Quality Insight, 6575 S. Redwood Rd., Ste. 350, Salt Lake City, UT 84123; Facsimile: 801-748-1869; Attn: Copyright Agent.

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constitutes copyright infringement, please send Pinnacle Quality Insight's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Pinnacle Website (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature.