Twin Peaks LMS User Terms of Service

• By using the Peaks Point website (“Service”), you agree to be bound by the following terms and conditions (“Terms of Service”).

• Twin Peaks reserves the right to update and change the Terms of Service from time to time without notice. Any and all new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes constitutes your informed consent to such changes.

• You agree to use this site only for lawful purposes, and in a manner that does not infringe upon the rights of others, or in any manner restricts or inhibits the use and enjoyment of this site by any third party. Such restrictions or inhibitions include, but are not limited to, conduct which is unlawful, conduct which may harass or cause distress or inconvenience to any person, the transmission of obscene or offensive content or the disruption of normal flow of dialogue within this site.

• To the extent that your use of Peaks Point is a part of your employment with Twin Peaks and you are compensated on an hourly basis, you agree that you will not perform any work functions on Peaks Point without clocking in and that you shall perform no employment functions “off the clock”.

• You agree not to use Peaks Point in a way that:
  – Violates the rights of others including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights;
  – Attempts to introduce viruses or other computer code, files, or programs that can interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
  – Attempts to damage, disable, overburden, impair, or gain unauthorized access to Peaks Point Services, including servers, computer network, or user accounts;
  – Encourages conduct that would constitute a criminal offense or give rise to civil liability
  – Violates these terms or any guidelines or policies posted by Twin Peaks or interferes with any other party’s use of Peaks Point.
Account Terms

- Your login may only be used by one person.
- You are responsible for all content posted and activity that occurs under your account.
- Your use of this service is at your own risk. The service is provided on an “as is” and “as available” basis.
- Peaks Point captures certain information on each user.
- This data enables the creation of an accurate user profile, which is necessary for reporting purposes and to offer users learning that is relevant to their needs.
- peaks Point also stores a record of all learning activity by all users on Peaks Point, including posts on forums, completion results or other communication media.
- Peaks Point administrators and other approved people working within Peaks Point have access to users’ training records and user’s profiles.

Copyright and Content Ownership

- You may not duplicate, copy, or reuse any portion of HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Twin Peaks.
- Information collected by Peaks Point is solely processed to deliver online learning and to store and report on users’ learning activity. It will not be sold for financial gain or shared with other organizations for commercial purposes.
- The names, images and logos identifying Peaks Point and its projects are proprietary marks of Twin Peaks. If you wish to copy or use the Peaks Point logo, you must get prior approval from Twin Peaks.

Disclaimer

- We do not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or represent the full functionality, accuracy, reliability of the materials.
- Links contained in Peaks Point may lead to other websites, which are not under our control. We are not responsible for the content of any linked site. Listing and linking should not be taken as an endorsement of any kind and we accept no liability in respect of the content. We cannot guarantee that these links will work all of the time and have no control over the availability of the linked pages.
• We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur while using material derived from this website.

• The information, software, products, and services included in or available through the Peaks Point website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Peaks Point and/or its suppliers may make improvements and/or changes in the Peaks Point website at any time.

• Twin Peaks reserves the right, in its sole discretion, to terminate access to the Peaks Point website and the related services or any portion thereof at any time, without notice.