



Legal Center - Privacy, Security, & Terms of Use for IT Insights Websites

Terms of Use for IT Insights Websites

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General Rules

Access to our Websites or use of our Website's content constitutes User's agreement with these terms and Conditions. User acknowledges that User has read these Terms and Conditions and that User accepts the terms thereof.

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SHOULD USER OBJECT TO ANY OF THESE TERMS AND CONDITIONS OR ANY SUBSEQUENT CHANGE OR MODIFICATION TO THESE TERMS AND CONDITIONS, OR SHOULD USER BECOME DISSATISFIED WITH THE WEBSITE IN ANY WAY, USER'S ONLY RECOURSE IS TO IMMEDIATELY DISCONTINUE USE OF THE WEBSITE. SO LONG AS USER CONTINUES TO USE THE WEBSITE, IT Insights WILL CONTINUE TO RELY ON USER'S FULL

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User shall not have the right to sell, license, market, or lease the Website content to any party whatsoever without the prior written consent of IT Insights. User shall not have the right to distribute the Website content in any manner to any third party or unauthorized user.

User hereby acknowledges that, as between IT Insights and User or any party acting through User, all title to and ownership of the Website and its content remains vested in IT Insights and nothing in these Terms and Conditions serves to transfer such ownership or title to User or any party acting through User. All copies and representations of content from the Website, including merged or modified portions, shall as between User and IT Insights remain IT Insights's exclusive property, shall continue to be subject to these Terms and Conditions, and shall contain all IT Insights copyright and other proprietary notices.

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User shall notify the Website's Webmaster of any known or suspected unauthorized use(s) of the Website through User's account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of User's means of access.

User may not share User's means of access with others. User acknowledges that User is responsible for all usage or activity on User's Website account, including such use of the account by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of User's account, at IT Insights's sole discretion, and User may be referred to appropriate law enforcement agencies. User agrees to indemnify, defend, and hold IT Insights harmless against liability for any and all use of User's account.

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- (1) access any part of the Services, Content, data or information you do not have permission or authorization to access or for which IT Insights has revoked your access;
- (2) use robots, spiders, scripts, service, software or any manual or automatic device, tool, or process designed to data mine or scrape the Content, data or information from the Services, or otherwise use, access, or collect the Content, data or information from the Services using automated means;
- (3) use the Content for the development of any software program, including, but not limited to, training a machine learning or artificial intelligence (AI) system, or for any technologies designed for or intended for the identification of natural persons;
- (4) use services, software or any manual or automatic device, tool, or process designed to

circumvent any restriction, condition, or technological measure that controls access to the Services in any way, including overriding any security feature or bypassing or circumventing any access controls or use limits of the Services;

(5) cache or archive the Content (except for a public search engine's use of spiders for creating search indices);

(6) take action that imposes an unreasonable or disproportionately large load on our network or infrastructure; and

(7) do anything that could disable, damage or change the functioning or appearance of the Services, including the presentation of advertising.

Engaging in a prohibited use of the Services may result in civil, criminal, and/or administrative penalties, fines, or sanctions against the user and those assisting the user.

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User represents and warrants that all content submitted to IT Insights by User is owned by User or that they have the rights to submit to IT Insights and that this submission is not in violation of any law, contractual restrictions, or other third party rights and is not obscene, threatening, harassing, defamatory, libelous, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable.

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The testimonials on our Sites are submitted in various forms such as text, audio and/or video, and are reviewed by us before being posted. They appear on the Site verbatim as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

The views and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.

Provisions

These Terms and Conditions shall be construed and enforced in accordance with Tennessee law. Any action to enforce these Terms and Conditions shall be brought in the federal or state courts located in Nashville, Davidson County, Tennessee.

Any rights not expressly granted to User in these Terms and Conditions are reserved to IT Insights.

Any failure by IT Insights to enforce any provision of these Terms and Conditions shall not be construed as a continuing waiver of any rights under such provision.

These Terms and Conditions represent the entire agreement between IT Insights and User concerning User's use of the Website and supersede any prior understanding or agreement whether oral or written.

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Comment Policy

The “Comments” sections found on many IT Insights websites are intended to be a forum for productive, thoughtful, and considerate discussion about topics covered on our sites (“Interactive Services”). We encourage our commenters to start a dialogue. Being part of a community means expressing differing views with others. But please do so respectfully.

When commenting rules are broken, our site moderators have discretion to suspend or ban any user without notice, depending on the severity of the infraction. The content of comments falls under the discretion of the moderators whether or not it is explicitly outlined under the guidelines.

Commenting Rules

- Stay on topic. Discuss the facts, issues and opinions at hand.
- Be civil. Threats, hate speech, offensive language and defamatory comments are not tolerated. Personal attacks on staff members, other commenters or the interview subjects are not permitted.
- Do not post personal information about yourself or others.
- Don’t troll. Users who post disruptive or repetitive statements that hijack or derail the conversation may see their comments removed and, if applicable, their posting privileges revoked.
- Discussions focused upon someone’s sexuality or physical impairments are prohibited.
- Inappropriate religious and political threads may be removed.
- No advertising or spam content. Comments that include code or hyperlinks may not be posted.
- We reserve the right to remove any information or material that is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, indecent or otherwise objectionable.

We reserve the right to permanently ban any user who violates these terms and conditions.

Comments are evaluated by our moderators, as well as algorithms programmed to look for offensive language and phrases. Comments are not enabled on all website pages based on our internal guidelines.

Please refer to these community guidelines if you have any questions.

Using the System

To post a comment, you must be logged in to the site.

Upon registering, you must provide your first and last name, which will appear publicly on your submissions to our site. We reserve the right to unpublish any comment if there is any uncertainty about the author's identity. Stealing another person's identity is a serious offence.

If you see an objectionable post, please flag the comment to alert the site moderators. Flagged comments are reviewed by moderators and removed if the comments are contrary to our guidelines.

You may mute another commenter using our commenting system, which renders the commenter's posts invisible in your feed and under any articles the commenter has engaged in. To mute a commenter, click on their profile avatar and find the mute option. You can manage muted commenters under the "Community" tab in your profile.

We reserve the right to edit your comments for clarity and/or to republish them elsewhere on or in our properties.

By commenting you agree to adhere to our Community Content Standards.

Handling Rules Violations

Your comment may be removed from the website. Deletion comes without notice.

Repeat offenders and fake profiles may be banned without notice. We reserve the right to ban offenders based on our own judgment. Our decisions are final.

Reliance

The information presented on or through any IT Insights website, including the availability of user comments, is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to IT Insights websites, or by anyone who may be informed of any of its contents.

Community Content Standards

These content standards apply to any and all User Contributions of the Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, or violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with our [Terms of Use](#) and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety, or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement in accordance with the below instructions to legal@it-insights.co. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible

on or from this site (the "Website") infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- Our designated copyright agent to receive DMCA Notices is: Chief Administrative and Legal Officer IT Insights 2740 SOUTH RD, POUGHKEEPSIE, NY 12601 - Phone +1 601-879-4436 - email legal@it-insights.co

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.