



## Pinnacle Advisory Group, Inc. Website – Terms and Conditions of Use

## Contents

Terms and Conditions of Use .....	3
Limited license and restrictions on use.....	3
Linking conditions .....	4
RSS and podcast feeds .....	4
User content and license grant .....	5
Your account .....	7
Data, information, and content .....	7
Copyright policy, notice, and claim information.....	8
Trademarks and patents .....	8
International use.....	9
Third-party content.....	9
Timeliness of content.....	10
Termination.....	10
Warranty disclaimers .....	10
Liability and indemnity.....	11
Integration and severability.....	11
Applicable law and venue .....	11

## Terms and Conditions of Use

Welcome! Please carefully read the following Terms and Conditions of Use ("Terms of Use") before using this website ("Site"). By using this Site, you agree to follow and be bound by these Terms of Use, which govern your use of the Site. Nothing contained in these Terms of Use is intended to modify or amend any other written agreement, if any, that may currently be in effect between you and Pinnacle Advisory Group, Inc with regard to matters other than your use of the Site. Pinnacle Advisory Group, Inc may periodically modify these Terms of Use, and any such modifications will be effective immediately upon posting. We suggest that you periodically check these Terms of Use for modifications. If you do not agree to these Terms of Use, do not use this Site.

This Site is owned and operated by Pinnacle Advisory Group, Inc., and all of its subsidiaries and affiliates, (collectively, "Pinnacle"). Pinnacle may modify, suspend, discontinue, or restrict the use and availability of any portion of this Site at any time, without notice or liability. Your use of this Site may be monitored by Pinnacle and used for Pinnacle's internal business purposes, without liability.

## Limited license and restrictions on use

Pinnacle grants you a limited, revocable, nonexclusive, nontransferable license to view, store, bookmark, download, and print the pages within this Site solely for your personal, informational, and noncommercial use or as expressly authorized by Pinnacle in writing. You are responsible for obtaining and maintaining all equipment, services, and other materials that you need to access this Site. Pinnacle reserves all rights not expressly granted in these Terms of Use. Except as otherwise stated in these Terms of Use or as expressly authorized by Pinnacle in writing, you may not (or enable others to):

Modify, copy, screen capture, distribute, forward, transmit, post, display, perform, reproduce, publish, broadcast, license, create derivative works from, transfer, sell, or exploit any reports, data, information, content, software, RSS and podcast feeds, products, services, or other materials on, generated by or obtained from this Site, whether through links or otherwise (collectively, "Materials");

- Redeliver any page, text, image, or Materials on this Site using "framing" or other technology;
- Engage in any conduct that could damage, disable, or overburden (i) this Site, (ii) any Materials or services provided through this Site, or (iii) any systems, networks, servers, or accounts related to this Site, including without limitation, using devices or software that provide repeated automated access to this Site, other than those made generally available by Pinnacle;
- Probe, scan, or test the vulnerability of any Materials, services, systems, networks, servers, or accounts related to this Site or attempt to gain unauthorized access to Materials, services, systems, networks, servers, or accounts connected or associated with this Site through hacking, password or data mining, or any other means of circumventing any access-limiting, user authentication or security device of any Materials, services, systems, networks, servers, or accounts related to this Site;
- Modify, copy, obscure, remove, or display Pinnacle's name, logo, trademarks, text, notices, or images without Pinnacle's express written permission.
- Include the term "Pinnacle," or any Pinnacle trademark or executive's name, or any variation of the foregoing, as a meta-tag, hidden textual element, or any other indicator that creates an impression of affiliation, sponsorship, or endorsement by Pinnacle.

## Linking conditions

You may not link to this Site unless you comply with these linking conditions ("Linking Conditions"). Pinnacle grants you a limited, revocable, nonexclusive right to create a hyperlink to this Site ("Link"), provided you comply at all times with the following conditions:

The Link must resolve either to Pinnacle's portal page at [www. PinnacleAdvisory.com](http://www.PinnacleAdvisory.com), or to the appropriate one of Pinnacle's homepages which are, <http://> (for investors), unaltered in any way;

- The text of the Link must read either "Pinnacle Advisory Group," " Pinnacle," " Pinnacle Group," "PinnacleAdvisory.com,". You may not use any Pinnacle logo or graphic, or any other Pinnacle trademark, as part of the Link without Pinnacle's express written permission; and
- The Link and surrounding context on the linking site must not: (a) falsely represent or misrepresent any relationship between the linking site and Pinnacle, including suggestions of affiliation, endorsement, or sponsorship; (b) portray Pinnacle or its affiliates, or their products or services, in a false, misleading, derogatory, or otherwise offensive manner; or (c) deliver the Materials in a framed environment or alter the layout, content, look, or feel of the Site.

If you have created a Link that conforms to these Linking Conditions, then you also may include one or more Links to any internal or subsidiary page of this Site that is located one or several levels down from the homepages (known as "deep links"), provided, however, that all such deep links must be in close physical proximity to the Link that conforms to the Linking Conditions. You may not maintain numerous or pervasive Links to this Site.

## RSS and podcast feeds

Pinnacle grants you a limited, revocable, nonexclusive right to view, store, bookmark, access, download, display, create hyperlinks to and use the Really Simple Syndication and podcast feeds (collectively, the "Feeds") offered by Pinnacle solely for your personal, informational and noncommercial use or as otherwise authorized by Pinnacle in writing, provided you comply at all times with the following conditions:

Except as otherwise stated in these Terms of Use, you may not modify, copy, redistribute, transmit, post, display, perform, reproduce, publish, broadcast, license, create derivative works from, transfer, sell or exploit in any manner whatsoever the Feeds or the reports, data, information, content, software, files, products, services or other materials supplied by Pinnacle in connection therewith;

- You may create a hyperlink to Pinnacle's Feeds, provided that (a) the hyperlink is functional and resolves directly to the applicable Pinnacle website page, unaltered and unframed in any way; and (b) you provide attribution to the appropriate Pinnacle website in connection with your use of the Feeds. If you provide this attribution in text, the hyperlink must read "PinnacleAdvisory.com". If you provide this attribution with a graphic, you must



use the graphic Pinnacle has incorporated into the Feeds, without alteration. Your right to use the above-referenced Pinnacle graphic is limited to providing attribution to Pinnacle in connection with the Feeds. You may not use any Pinnacle logo or graphic, or any other Pinnacle trademark, for any other purpose without Pinnacle 's express written permission;

- Any hyperlink to Pinnacle 's Feeds and the surrounding context on your site must not: (a) falsely represent or misrepresent any relationship between Pinnacle and you or your site, products or services or any third party or their site, products and services, including suggestions of affiliation, endorsement or sponsorship; (b) portray Pinnacle or its affiliates, or their products or services, in a false, misleading, derogatory or otherwise offensive manner; or (c) display the content of Pinnacle 's Feeds in a manner that does not permit successful linking to, redirection to or delivery of the applicable Pinnacle website page; and
- You may not incorporate advertising into or targeted towards the content of Pinnacle's Feeds or insert any intermediate page, splash page or other content or materials between any hyperlink to Pinnacle's Feeds and the applicable Pinnacle website page.

Any uses of Pinnacle's Feeds not granted herein are strictly prohibited. Pinnacle retains ownership of and all other rights in and to the Feeds, and any reports, data, information, content, software, files, products, services, links, trademarks, logos or other materials used in connection therewith. Pinnacle reserves the right, in its sole discretion, with or without cause, and without liability, to suspend, discontinue or modify any or all of its Feeds at any time and to immediately require you to cease accessing, displaying, or otherwise using any or all of the Feeds or the content of the Feeds. Pinnacle will not be liable for any loss or damage arising from your use of or in connection with the Feeds.

## User content and license grant

You agree that you are solely responsible for all information, data, content, text, photographs, graphics, images, videos, messages, comments, quotations, files, documents, and any other materials that you submit, upload, post, e-mail, transmit, or otherwise make available via the Site ("User Content"). By submitting, uploading, posting, e-mailing, or transmitting User Content to the Site, you represent and warrant that either you own all right, title, and interest in and to the User Content or have express permission from the owner to copy and use such User Content for all purposes related to the Site. Pinnacle does not control and is not responsible for the User Content uploaded via the Site, and Pinnacle neither guarantees the accuracy, quality, or appropriateness of nor endorses any User Content submitted to the Site.

You agree not to use the Site to:

submit, upload, post, e-mail, transmit, or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, menacing, harassing, tortious, defamatory, vulgar, pornographic, obscene, offensive, blasphemous, libelous, unlawful, invasive of another's privacy or publicity rights, hateful, or racially, ethnically, or otherwise objectionable;

- submit, upload, post, e-mail, transmit, or otherwise make available any User Content that personally attacks or is derogatory toward Pinnacle as an entity, Pinnacle employees, any Pinnacle products or services, or any Pinnacle Materials;
- harm minors in any way, including, but not limited to, submitting, uploading, posting, e-mailing, transmitting, or otherwise making available content that violates child pornography laws, child sexual exploitation laws, or laws prohibiting the depiction of minors engaged in sexual conduct;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site;
- submit, upload, post, e-mail, transmit, or otherwise make available any User Content that you do not have a right to make available under any law or contractual or fiduciary relationships or obligations;
- submit, upload, post, e-mail, transmit, or otherwise make available any User Content that infringes, violates, or misappropriates any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right or any moral right of any party;
- submit, upload, post, e-mail, transmit, or otherwise make available any personal information or specific account details about yourself or any person or entity;
- submit, upload, post, e-mail, transmit, or otherwise make available any advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- submit, upload, post, e-mail, transmit, or otherwise make available any material that contains viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or
- intentionally or unintentionally violate any applicable local, state, national, or international laws, rules, regulations, decrees, acts, orders, directives, legislation, bills, or statutes.

You grant Pinnacle and its affiliates, subsidiaries, directors, officers, employees, agents, licensors, and vendors a perpetual, worldwide, irrevocable, nonexclusive, fully-paid up, royalty-free, sub-licensable, and transferable right and license to use, store, modify, adapt, translate, publish, display, broadcast, perform, disclose, distribute, sell, reproduce, and create derivative works from any User Content, in whole or in part, in any medium or technology throughout the world, including any inventions, concepts, techniques, know-how, ideas, or expressions of ideas arising out of or based on the User Content, for any purpose in Pinnacle's sole discretion, without the requirement of any permission from or compensation or notice, and without liability, to you or any third party. Pinnacle shall exclusively own all right, title, and interest in and to any derivative works or inventions created by or on behalf of Pinnacle that incorporate or otherwise make use of any User Content, without the requirement of any permission from or compensation or notice, and without liability, to you or any third party.

Except as set forth in our Privacy Policy, none of the User Content that you submit, upload, post, e-mail, or transmit or otherwise make available via the Site shall be subject to any confidentiality obligations by Pinnacle and its affiliates, subsidiaries, directors, officers, employees, agents, licensors, and vendors. Except as may be provided by federal securities laws, Pinnacle shall not be liable in any way for any User Content or for the use or disclosure of any User Content.



You acknowledge that Pinnacle and/or its vendors may or may not (but are not obligated to) monitor User Content, but that Pinnacle shall have the right in its sole discretion to monitor, post, move, refuse, or remove any User Content, in whole or in part, for any reason whatsoever, without notice and without liability.

If you have any questions or comments about your Pinnacle investments or other customer service issues, please contact your Wealth Manager.

## Your account

Certain parts of this Site may be protected by passwords or require a login. Further, for authentication purposes, certain features on this Site may require you to answer a designated security question. You agree to provide Pinnacle with current, complete, and accurate information about you as prompted by the applicable registration process and agree to regularly update this information to maintain its completeness and accuracy. You agree to use this Site to access only those accounts on which you are authorized to act, and you agree to use your own user names, logins, passwords, and security questions and answers when accessing accounts on which you are authorized to act. You agree not to obtain or attempt to obtain unauthorized access to such parts of or features on this Site, or to any other protected Materials or information, through any means not intentionally made available to you by Pinnacle.

You are responsible for maintaining the confidentiality of any account information, user names, logins, passwords, and security questions and answers that you use to access any page or feature on this Site, and for logging off of your account and any protected areas of the Site. Further, you are fully responsible for all activities occurring under your accounts, user names, logins, passwords, and security questions and answers that result from your negligence, carelessness, misconduct, or failure to use or maintain appropriate security measures. If you become aware of any suspicious or unauthorized conduct concerning your accounts, user names, logins, passwords, or security questions and answers, you agree to contact Pinnacle immediately. Pinnacle will not be liable for any loss or damage arising from your failure to comply with this paragraph.

Products and services provided to you through this Site may involve the electronic transmission, including via any e-mail address you provide to us, of information that you may consider to be personal financial information or promotional and marketing materials, and you consent to such transmission.

## Data, information, and content

The Materials on this Site are for information, education, and noncommercial purposes only. Although Pinnacle may provide data, information, and content relating to investment approaches and opportunities to buy or sell securities and/or mutual funds, you should not construe any such information or other content available through this Site as legal or tax advice. You alone will bear the sole responsibility of evaluating the merits and risks associated with the use of any Materials on this Site before making any decisions based on such Materials. In exchange for using such Materials, you agree not to hold Pinnacle or its third-party information providers liable for any possible claim for damages arising from any decision you make based on the Materials made available to you



through this Site. By providing access to other websites, neither Pinnacle nor any of its affiliates is recommending the purchase or sale of the stock issued by any company, nor are they endorsing services provided by any website's sponsoring organization.

## Copyright policy, notice, and claim information

All Materials on this Site, whether separate or compiled, including, but not limited to, text, graphics, audio clips, logos, buttons, images, digital downloads, data compilations, software, icons, html code and xml code, as well as all copyright, patent, trademark, trade dress, and other rights therein, are owned or licensed by Pinnacle and its third-party information providers, and are protected by United States and international intellectual property laws.

Pursuant to Section 512(c)(2) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, Pinnacle designates an agent as described below to receive notifications of claimed copyright infringement by mail: Davis, Agnor, Rapaport & Skalny, LLC, 10211 Wincopin Circle, Suite 600, Columbia, Maryland 21044, psklany@darlaw.com; Attn: Paul G. Skalny.

## Trademarks and patents

All trademarks, service marks, and logos appearing on this Site are the exclusive property of their respective owners.

All Pinnacle graphics, logos, page headers, and service names are trademarks, service marks, or trade dress of Pinnacle. Pinnacle's trademarks, service marks and trade dress may not be used in connection with any product or service that is not Pinnacle's, in any manner that is likely to cause confusion among customers or investors, or in any manner that disparages or discredits Pinnacle. Nothing contained on this Site should be construed as granting any license or right in or to any trademarks, service marks, or trade dress of Pinnacle.

Morningstar data: © 2013 Morningstar, Inc. All rights reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; (3) does not constitute investment advice offered by Morningstar; and (4) is not warranted to be accurate, complete, or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Past performance is no guarantee of future results.

CFA® and Chartered Financial Analyst® are trademarks owned by CFA Institute.

The Dow Jones indexes (the "Indexes") are products of Dow Jones Indexes, licensed trademarks of CME Group Index Services LLC ("CME"), and have been licensed for use. "Dow Jones®" and "Dow Jones Indexes" are service marks of Dow Jones Trademark Holdings, LLC ("Dow Jones"), have been licensed to CME, and have been sublicensed for use for certain purposes by Pinnacle Advisory Group, Inc. The Pinnacle Advisory Group, Inc are not sponsored, endorsed, sold, or promoted by Dow Jones, CME, or their respective affiliates and Dow Jones, CME, and their respective affiliates make no representation regarding the advisability of investing in such product(s).





The Russell Indexes and Russell® are registered trademarks of Russell Investments and have been licensed for use by the Pinnacle Advisory Group, Inc., Inc. The products are not sponsored, endorsed, sold, or promoted by Russell Investments and Russell Investments makes no representation regarding the advisability of investing in the products.

S&P® and S&P 500® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P") and have been licensed for use by S&P Dow Jones Indices LLC and its affiliates and sublicensed for certain purposes by Pinnacle. The S&P Index is a product of S&P Dow Jones Indices LLC and has been licensed for use by Pinnacle. The Pinnacle Advisory Group investments is not sponsored, endorsed, sold, or promoted by S&P Dow Jones Indices LLC, Dow Jones, S&P or their respective affiliates, and none of S&P Dow Jones Indices LLC, Dow Jones, S&P nor their respective affiliates, and none of the S&P Dow Jones Indices LLC, Dow Jones, S&P nor their respective affiliates makes any representation regarding the advisability of investing in such product(s).

## International use

Because of the global nature of the Internet, you agree to comply with all local rules with respect to your account and your online conduct, including all laws, rules, codes, and regulations of the country in which you reside and the country from which you access this Site, including without limitation, all laws, rules, codes, regulations, decrees, acts, orders, directives, legislation, bills, and statutes pertaining to tax, contracts, intellectual property, securities, e-commerce, banking, technology, computers, fraud, and privacy. In addition, you agree to comply with all applicable laws, rules, codes, and regulations regarding the transmission of technical data exported from the United States.

Each investment product and service referred to on this Site is intended to be made available only to U.S. residents. This Site will not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal. Persons residing outside the United States are invited to visit Pinnacle's website for Non-U.S. Investors for more information about products and services available to them.

## Third-party content

Data and other materials appearing on this Site that are provided by third parties are believed by Pinnacle to be obtained from reliable sources, but Pinnacle cannot guarantee and is not responsible for their accuracy, timeliness, completeness, or suitability for use. Pinnacle is not responsible for, and does not prepare, edit, or endorse, the content, advertising, products, or other materials on or available from any website owned or operated by a third party that is linked to this Site via hyperlink. The fact that Pinnacle has provided a link to a third party's website does not constitute an implicit or explicit endorsement, authorization, sponsorship, or affiliation by Pinnacle with respect to such website, its owners, providers, or services. You will use any such third-party content at your own risk and you agree that Pinnacle is not liable for any loss or damage that you may suffer by using third-party websites or any content, advertising, products, or other materials in connection therewith.

## Timeliness of content

All content on this Site is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

## Termination

The rights granted to you herein terminate immediately upon any violation by you of these Terms of Use. Pinnacle, in its sole discretion, reserves the right to temporarily or permanently terminate your access to and use of this Site at any time and for any reason whatsoever, without notice or liability. Pinnacle will not be liable to you or any third party for any termination of your access to or use of this Site.

## Warranty disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, PINNACLE AND ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD-PARTY INFORMATION PROVIDERS AND VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES REGARDING SECURITY, CURRENCY, CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY, WITH RESPECT TO (I) THE SITE; (II) ANY MATERIALS, PRODUCTS, OR SERVICES AVAILABLE ON OR THROUGH THE SITE; (III) USE OF THE SITE, MATERIALS, PRODUCTS, OR SERVICES; AND (IV) THE RESULTS OF THE USE OF THE SITE, MATERIALS, PRODUCTS, OR SERVICES.

FURTHER, PINNACLE AND ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD-PARTY INFORMATION PROVIDERS AND VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY MATERIALS, PRODUCTS, OR SERVICES AVAILABLE THROUGH THIS SITE.

EXCEPT AS PROVIDED BY LAW, NEITHER PINNACLE NOR ITS THIRD-PARTY INFORMATION PROVIDERS AND VENDORS HAS ANY RESPONSIBILITY TO MAINTAIN THE MATERIALS, PRODUCTS, OR SERVICES OFFERED ON THE SITE OR TO SUPPLY CORRECTIONS, UPDATES, OR RELEASES FOR THE SAME.

TO THE EXTENT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

## Liability and indemnity

ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS SITE ARE DONE AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER EQUIPMENT, OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

NEITHER PINNACLE NOR ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR ANY THIRD-PARTY INFORMATION PROVIDERS AND VENDORS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, OR DAMAGES CAUSED BY THEFT, UNAUTHORIZED ACCESS, SYSTEMS FAILURE, OR COMMUNICATIONS LINE FAILURE, OR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, CAUSED BY THE USE OF OR INABILITY TO USE THE SITE, MATERIALS OR ANY PRODUCTS OR SERVICES PROVIDED HEREIN, OR ANY OTHER MATTER RELATING TO THIS SITE, EVEN IF PINNACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT A JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, THE LIABILITY OF PINNACLE AND ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, AND ANY THIRD-PARTY INFORMATION PROVIDERS AND VENDORS IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH JURISDICTIONS.

You agree to indemnify, defend, and hold harmless Pinnacle, its subsidiaries and affiliates, and each of its and their officers, directors, employees, and agents, from and against all claims, demands, liabilities, damages, losses, or expenses, including attorney's fees and costs, arising out of or related to your improper access to or use of this Site, or any violation by you of these Terms of Use.

## Integration and severability

If any provision of these Terms of Use is deemed unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions. These Terms of Use represent the entire agreement between you and Pinnacle relating to the subject matter herein.

## Applicable law and venue

The laws of the State of Maryland, United States of America, without regard to principles of conflict of laws, govern these Terms of Use and any dispute that might arise between you and Pinnacle. If you take legal action or file any suit or proceeding relating to or arising out of these Terms of Use, you agree to file such action, suit, or proceeding exclusively in the Circuit Court for Howard County Maryland, the District Court of Maryland for Howard County, or the United States District Court For the District of Maryland sitting in Baltimore City, and in no other venue or jurisdiction, and you consent and submit to the personal jurisdiction of those courts for the purposes of litigating any such action and you waive any objection as to personal jurisdiction, venue, or inconvenient forum.