ISPC Terms of Use

AGREEMENT BETWEEN USER AND ISPC

The ISPC Website is comprised of various Web pages operated by ISPC.

The ISPC Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the ISPC Website constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

ISPC reserves the right to change the terms, conditions, and notices under which the ISPC Website is offered, including but not limited to the charges associated with the use of the ISPC Website.

PRIVACY

Your use of https://theispc.com/ is subject to ISPC’s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

USE OF COMMUNICATION SERVICES

The ISPC Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, 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 of 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 which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

ISPC has no obligation to monitor the Communication Services. However, ISPC reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. ISPC reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

ISPC reserves the right at all times 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 ISPC's sole discretion.

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

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO ISPC OR POSTED AT ANY ISPC WEBSITE

ISPC does not claim ownership of the materials you provide to ISPC (including feedback and suggestions) or post, upload, input or submit to any ISPC Website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting ISPC, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. ISPC is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in ISPC's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

SMS CONSENT COMMUNICATION

Information (Phone Numbers) obtained as part of the SMS consent process will not be shared with third parties for marketing purposes.

Types of SMS Communications:

If consent has been given to receive text messages from ISPC, messages may be received related to the following:

- Follow-up messages
- Billing or other account-related inquiries
- Promotions or offers (if applicable)

Message Frequency:

Message frequency may vary depending on the type of communication.

Potential Fees for SMS Messaging:

Standard message and data rates may apply, depending on the carrier's pricing plan. These fees may vary if the message is sent domestically or internationally.

Opt-In Method:

Opt-in to receive SMS messages from ISPC can be done in the following ways:

- Verbally, during a conversation
- By submitting an online form
- By filling out a paper form

Opt-Out Method:

Opting out of receiving SMS messages can be done at any time by replying "STOP" to any SMS message received. Alternatively, direct contact can be made to request removal from the messaging list.

Help:

For any issues, reply with the keyword HELP. Alternatively, help can be obtained directly from us at www.theISPC.com.

Additional Options:

If SMS messages are not desired, the SMS consent box on forms can be left unchecked.

Standard Messaging Disclosures:

Message and data rates may apply. Opt out at any time by texting "STOP." For assistance, text "HELP" or visit our Privacy Policy and Terms and Conditions pages. Message frequency may vary.

CHILDREN UNDER THIRTEEN

ISPC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use https://www.theispc.com/ only with permission of a parent or guardian.

LINKS TO THIRD PARTY SITES

The ISPC Website may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of ISPC and ISPC 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. ISPC is not responsible for webcasting, or any other form of transmission received from any Linked Site. ISPC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ISPC of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the ISPC Website, you warrant to ISPC that you will not use the ISPC Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the ISPC Website in any manner which could damage, disable, overburden, or impair the ISPC Website or interfere with any other party's use and enjoyment of the ISPC 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 ISPC Websites.

INTERNATIONAL USERS

The Service is controlled, operated and administered by ISPC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use ISPC Content accessed through https://wwwispc.com/ in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless ISPC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney’s fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. ISPC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with ISPC in asserting any available defenses.

ARBITRATION

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE ISPC Website MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. ISPC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE ISPC Website AT ANY TIME. ADVICE RECEIVED VIA THE ISPC Website SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

ISPC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE ISPC Website FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. ISPC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ISPC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE ISPC Website, WITH THE DELAY OR INABILITY TO USE THE ISPC Website OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE ISPC Website, OR OTHERWISE ARISING OUT OF THE USE OF THE ISPC Website, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ISPC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE ISPC Website, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ISPC Website.

TERMINATION/ACCESS RESTRICTION

ISPC reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida, and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ISPC as a result of this agreement or use of the Site. ISPC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ISPC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by ISPC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and ISPC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ISPC with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

CHANGES TO TERMS

ISPC reserves the right, in its sole discretion, to change the Terms under which https://www.theispc.com/ is offered. The most current version of the Terms will supersede all previous versions. ISPC encourages you to periodically review the Terms to stay informed of our updates.

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NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

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 the Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. See Notice and Procedure for Making Claims of Copyright Infringement.

CONTACT US

ISPC welcomes your questions or comments regarding the Terms: ISPC 1115 Gunn Hwy Ste 100 Odessa, Florida 33556

Email Address: CustomerService@theispc.com Telephone number: 800-345-4772

Effective as of December 20, 2024