

Terms of Use Agreement

This Terms of Use Agreement was last modified on November 1, 2020 and amends, modifies, and supersedes any prior Terms of Use Agreement.

Welcome to www.ipcginsurance.com, the website and online service of Independent Property and Casualty Group, LLC (“IPCG”, “we”, or “us”). IPCG operates this website (herein “Website”) to provide financial information and marketing related features, resources, and services (collectively referred to herein including, without limitation, the Website as the “Services”). This document explains the terms by which you may use the Services. By using the Services including, without limitation, the portal, blog, software and other resources provided through the Website relating to the Services, you acknowledge and agree that you have read, understood, and agree to be bound by this Terms of Use Agreement and all applicable laws and regulations governing the same. You also acknowledge and agree that the terms and conditions set forth herein (the “Terms of Use”) constitute a legally binding agreement between you and IPCG regarding the terms on which IPCG offers you access and/or use of the Services (“Agreement”). This Agreement applies to all visitors, users, and others who access and/or use the Services.

Please note that if you do not agree with any of the Terms of Use, you are not authorized to access or use this Website and/or the Services for any purpose whatsoever.

1. These Terms of Use may change without prior notice. IPCG reserves the right to modify these Terms of Use at any time without notice to you. Your use of the Services following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified. For this reason, we encourage you to review these Terms of Use whenever you access and/or use the Services and the last date these Terms of Use were modified is set forth above.

2. Use of IPCG’s Services. You may never use another person or entity’s account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account and you must keep your account password secure. You must notify IPCG immediately of any breach of security or unauthorized use of your account. Although IPCG will not be liable for your losses caused by any unauthorized use of your account, you shall be liable for the losses of IPCG or others due to such unauthorized use.

By providing IPCG your email address you consent to IPCG using the e-mail address to send you Services-related notices, including any notices required by law, in lieu of communication by postal mail. You may not opt out of Services-related e-mails. We may also use your email address to send you other messages including, without limitation, changes to features of the Services. If you do not want to receive such e-mail messages, you may opt out by providing written notice of the same to IPCG.

Subject to the terms and conditions of this Agreement, IPCG grants you permission to use the Services for your commercial purposes only. You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium (unless specifically authorized by IPCG) including, without limitation, by any automated or non-automated "scraping"; (ii) attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Services; (iii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iv) uploading invalid data, viruses, worms, or other software agents through the Services; (v) collecting or harvesting any personally identifiable information, including account names and e-mail addresses, from the Services; (vi) using any information obtained from the Services in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other user without their prior explicit consent; (vii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (viii) interfering with the proper working of the Services; (ix) bypassing the measures we may use to prevent or restrict access to the Services; and (x) any conduct that may compromise the security of the Website or any Content contained therein. IPCG may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Services without notice and liability for any reason, including if in IPCG's sole determination you violate any provision of this Agreement, or for no reason whatsoever. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

The Services are subject to scheduled and unscheduled service interruptions. All aspects of the Services are subject to change or elimination at IPCG's sole discretion and IPCG reserves the right to interrupt the Services with or without prior notice for any reason or no reason whatsoever. Accordingly, you agree that IPCG will not be liable to you for any interruption of the Services, delay, or failure to perform. Moreover, you are solely responsible for any interactions with other users. We reserve the right, but have no obligation, to monitor disputes between you and other users, however, IPCG shall have no liability for your interactions you may have with other users, or for any user's action or inaction.

3. Contents not intended for distribution or use where prohibited. The information provided on this Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulation, or would subject IPCG to any registration requirement within such jurisdiction or country. Neither the information, nor any opinion contained in this Website constitutes a solicitation or offer by IPCG to buy or sell any securities, futures, options or other financial instruments, or provide any investment advice or service.

4. Notices of restrictions on your use and Intellectual Property Rights. The Services and all data and information and/or content that you see, hear or otherwise experience (herein the "Content") is the intellectual property of IPCG, its partners, affiliates, contributors or third-parties and may be protected by United States and/or international copyright, trademark, intellectual property and/or other applicable laws. Content provided by third-parties is used on the Website with the permission of said third-parties and hyperlinks to said third-parties' websites are provided where applicable.

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5. Privacy. IPCG cares about your privacy. By using the Services, you are consenting to have your personal data transferred to and processed in the United States. For more information about privacy please see IPCG's "Privacy Statement" or request a copy of the same in writing from IPCG.

6. Security. We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. Accordingly, you acknowledge and agree that you provide your personal information at your own risk.

7. Third-Party Websites, Advertisers, or Related Services. The Website may contain links to third-party websites, advertisers, or services that are not owned or controlled by IPCG. IPCG has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that if you decide to access a third-party website you do so at your own risk, and you understand that this Agreement and IPCG's Privacy Policy do not apply to your use of such sites. Accordingly, you expressly release IPCG from all liability arising from your use of any third-party website or services or third party owned content. IPCG encourage you to be aware when you leave the Services, and to read the terms and conditions and privacy policy of any third-party website or service that you choose to visit.

8. DISCLAIMER OF WARRANTIES. THE WEBSITE, THE SERVICES AND THE INFORMATION OR CONTENT CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THEREFORE, YOU EXPRESSLY AGREE TO ASSUME SOLE RESPONSIBILITY AND RISK FOR YOUR USE OF THE WEBSITE AND THE SERVICES. IPCG MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE WEBSITE OR THE SERVICES. IPCG ALSO EXPRESSLY DISCLAIMS ALL

WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE WEBSITE, THE SERVICES, OR ANY INFORMATION OR CONTENT CONTAINED THEREIN INCLUDING, WITHOUT LIMITATION, THIRD-PARTY INFORMATION.

IPCG SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OF THE WEBSITE, THE SERVICES OR ANY INFORMATION OR CONTENT CONTAINED THEREIN INCLUDING, WITHOUT LIMITATION, THIRD-PARTY INFORMATION. IT IS THEREFORE YOUR SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION OR CONTENT PROVIDED BY THE WEBSITE OR THE SERVICES.

IPCG DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE WEBSITE OR THE SERVICES, AND/OR THE ACCURACY OR COMPLETENESS OF THE INFORMATION OR CONTENT PROVIDED BY THE WEBSITE OR THE SERVICE, WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS THEREIN WILL BE CORRECTED.

9. LIMITATION OF LIABILITY. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. HOWEVER, IF YOU ARE DISSATISFIED WITH THE WEBSITE, ANY CONTENT ON THE WEBSITE, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL IPCG BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: (A) ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, PROGRAMS OR INFORMATION, AND THE LIKE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE, THE SERVICES, OR THE INFORMATION OR CONTENT PROVIDED THEREIN; (B) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE WEBSITE, THE SERVICES AND/OR INFORMATION OR CONTENT CONTAINED THEREIN OR DOWNLOADED THROUGH THE WEBSITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE WEBSITE OR THE SERVICES; OR (E) ANY OTHER MATTER RELATING TO THE WEBSITE OR THE SERVICES, EVEN IF IPCG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE ABOVE EXCLUSIONS, WARRANTIES AND/OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

10. Duty to Defend, Indemnity and Hold Harmless. You agree to defend, indemnify and hold harmless IPCG and its subsidiaries, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, without limitation, attorney's fees) arising from: (i) your use of and access to the Services, including any data or Content transmitted or received by you; (ii) your violation of any term of this Agreement including, without limitation, your breach of any of the representations and warranties herein; (iii) your violation of any third-party right including, without limitation, any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any applicable law, rule or regulation of the United States or any other country; or (v) any other party's access and use of the Services with your unique username, password or other appropriate security code, with or without your knowledge of using the same.

11. General Provisions.

a. Entire Agreement. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter herein and supersede all previous written or oral agreements between the parties with respect to the same.

b. Assignment. This Agreement, and all rights and/or licenses granted herein, may not be transferred or assigned without the express written consent of IPCG; however, IPCG may freely transfer and/or assign the same at its sole discretion upon written notice to you.

c. Waiver. No waiver by IPCG of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

d. Correction of Errors and Inaccuracies. The information in the Website may contain typographical errors or other errors or inaccuracies and may not be complete or current. IPCG reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. IPCG does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

e. No Endorsements of Hypertext Links and/or Third-Party Websites or Content. Hypertext links to third-party websites or information do not constitute or imply an endorsement, sponsorship, or recommendation by IPCG of a third-party, the third-party website, or the information contained therein. You acknowledge and agree that IPCG is not responsible for the availability of any such websites and that IPCG does not endorse, warrant, and is not responsible or liable for any such website or the content therein. Any links to other websites or information are provided for your convenience only. Accordingly, you agree and acknowledge the need to use your best judgment regarding your interactions or communications with any other website and IPCG shall in no way be responsible for the same.

f. Severability. If any part of these Terms of Use is determined to be invalid or unenforceable it will not impact any other provision of these Terms of Use, all of which will remain in full force and effect.

g. Notification Procedures. IPCG may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via e-mail, written or hard copy, or through a conspicuous posting of such notice on the Website, as determined at the sole discretion of IPCG. IPCG reserves the right to determine the form and means of providing notifications to you, if you may opt out of certain means of notification as described in this Agreement.

h. Governing Law. These Terms of Use are governed by and will be interpreted in accordance with, the laws of the State of North Carolina without regard to any conflict of laws principles. Although you acknowledge that IPCG will have the ability to enforce its rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in Mecklenburg County, North Carolina, United States including, without limitation, The United States District Court for the Western District of North Carolina, if applicable, regarding any and all disputes relating to these Terms of Use, IPCG's Privacy Statement, your use of the Website, any other website, the Services, or Content and/or Material contained therein.

Please contact us with any questions or concerns at <https://www.ipcginsurance.com/>