

Terms and Conditions of Use

Last Modified: 4/14/2026

Welcome to our website. The Website is maintained as a service to our customers. By using the Website, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use the Website.

1. AGREEMENT.

This Terms and Conditions of Use agreement (the "Agreement" or these "Terms") specifies the terms and conditions for access to and use of <https://utilityolutionsinc.com> (the "Website") and describe the terms and conditions applicable to your access of and use of the Website.

This Agreement is made by and between Utility Solutions, a North Carolina Corporation, with offices at 101 33rd St Dr SE, Hickory, NC 28602 and you the user ("you", "your" or "User"). BY CLICKING THE "I AGREE" BUTTON OR BY ACCESSING, VISITING, BROWSING, USING OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR ANY UTILITY SOLUTIONS SERVICES OR CONTENT (COLLECTIVELY "ONLINE SERVICES"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE. THE MOST CURRENT VERSION OF THE TERMS OF USE, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO [HTTPS://UTILITYSOLUTIONSINC.COM/TERMS-OF-USE](https://utilityolutionsinc.com/terms-of-use), AND UTILITY SOLUTIONS RESERVES THE RIGHT TO CHANGE THE TERMS OF USE AT ANY TIME AND WITHOUT NOTICE TO YOU.

2. PRIVACY.

Your use of the Website is also governed by our Privacy Policy. Please review our Privacy Policy at <https://utilityolutionsinc.com/privacy-policy>.

3. OWNERSHIP.

All content included on the Website is and shall continue to be the property of Utility Solutions or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Website is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Website.

4. INTENDED AUDIENCE.

This Website is intended for adults only and is not for children under the age of 13.

5. LICENSE & ACCEPTABLE USE.

Utility Solutions grants you a limited, revocable, nonexclusive license to use this Website solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Website, reverse engineer or break into the Website, or use materials, products or services in violation of any law. The use of this Website is at the discretion of Utility Solutions and Utility Solutions may terminate your use of this Website at any time.

This Website is for your personal and non-commercial use only, unless otherwise specified. You may not use any service provided by the Website for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of Utility Solutions. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell, or otherwise infringe on any intellectual property rights related to any information, content, software, products, or services obtained from or otherwise connected to this Website.

Registration Information

Access to some of the content and resources on the Website requires a user account ("User Account"). In creating and using your User Account, you agree to: (i) provide true, accurate, current and complete information about yourself on any registration form required on the Website (such information being the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Utility Solutions has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Utility Solutions has the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, located at <https://utilityolutionsinc.com/privacy-policy>, and you consent to all actions we take with respect to your information consistent therewith.

Username & Password

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity.

Authorized User

You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

In these Terms, “you” and “your” refer to each person, or, if applicable, the entity who is an owner, signer, or has unrestricted access to a User Account and each person that uses the Service with your permission (“Authorized User”). You may never use another person’s User Account and/or Username without permission. When your email address is linked to one or more Accounts, Utility Solutions may act on the oral, written, or electronic instructions of any authorized signer regarding your service for those Accounts. It is your responsibility to notify Utility Solutions if an Authorized User should no longer be given access to an Account through the Website.

You authorize Utility Solutions to rely on your Username and password to identify you when you use the Website, and as signature authorization for any payment made using the Website. You acknowledge and agree that you are responsible for all payments you make using the Website and for paying any and all late charges or penalties. You also acknowledge and agree that if you permit another person or persons to use the Website or give them your Username and/or password, you are responsible for any payment that person makes to your Account, even if the person exceeds your authorization. You agree that Utility Solutions may comply with the Payment Instructions entered by any person using your Username and Password, subject to the terms set forth more fully below in the Unauthorized Payments section of these Terms.

Termination of Account

Utility Solutions reserves the right to terminate your use of the Website for any reason including inactivity and at any time without notice to you. You have the right to terminate your use of the Website by calling Utility Solutions at 828-323-3914 or by writing to Utility Solutions at 101 33rd St Dr SE, Hickory, NC 28602. Any termination of your use of the Website, whether initiated by you or by Utility Solutions, will not affect any of your or Utility Solutions’ rights and obligations under these Terms that have arisen before the effective date of such termination.

We may terminate your User Account or right to access secured portions of the Website at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the Website, to Utility Solutions, to the business of the Website’s Internet service provider, or to other information providers.

Electronic Communications

When you visit the Website or send e-mails to Utility Solutions, you are communicating electronically. You thereby consent to receive communications from Utility Solutions electronically. Utility Solutions will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications provided to you electronically satisfy any legal requirement that such communications be in writing. You also agree that by registering with Utility Solutions or creating a profile, you consent to receive newsletters, emails, promotions and other advertisements from Utility Solutions or its partners.

6. PURCHASES, PAYMENTS & RETURNS

All prices posted on this Website are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order acknowledgment email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling or any other applicable fees. All such taxes and charges will be added to your order total and will be itemized in your shopping cart and in your order acknowledgment email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

Making Payments

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before we accept an order. We accept VISA, Mastercard, American Express, and Discover for all purchases. Additional payment options may be available. You represent and warrant that (i) the Payment Method information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such Payment Method for the purchase, (iii) charges incurred by you will be honored by your Payment Method provider, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order.

You authorize Utility Solutions to charge your designated Payment Method and remit funds on your behalf to the Payee. When Utility Solutions receives a Payment Instruction, you have authorized Utility Solutions to debit your Payment Method and remit funds on your behalf as designated by you. You also authorize Utility Solutions to credit your Payment Method for payments returned to you by Utility Solutions.

Cancelling Payments

Subject to technical availability, you may cancel payments that remain pending with a payment processor. There is no charge for cancelling or modifying a pending payment, provided Utility Solutions has not incurred any non-recoverable expenses in completing your order. Other than as described above, you may not stop or edit a bill payment.

Insufficient Funds to Complete Payment

You must have sufficient available funds on the date you have authorized us to charge the Payment Method associated with your purchase. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of any existing amount owed. You remain responsible for any uncollected amounts. If your Payment Method is declined due to expiration, insufficient funds, or otherwise, the Payment will not be completed. Should a payment fail because of insufficient funds, an amount equal to Utility Solutions' Returned Payment Fee then in effect will be applied to your Account. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

Utility Solutions utilizes third party companies, such as Worldpay, to handle credit card payment and bank account transactions between Users. Utility Solutions is not responsible for such transactions. No sensitive payment information (e.g. credit card numbers, bank account numbers, etc.) is stored on our servers. Therefore, PCI compliance rests solely with the payment transaction vendors. Worldpay processes Personal Information in accordance with its Privacy Notice, which is available here: <https://privacy.worldpay.com/>.

Refunds

Except for any products designated as final sale or non-returnable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs and any applicable restocking fees, provided such return complies with any conditions applicable to the specific product being returned. To return products, you must fill out and return a Return Material Authorization ("RMA") form. To obtain an RMA, contact sales@utilityolutionsinc.com.

Refunds are processed within approximately 30 business days of our receipt of your merchandise fully executed RMA. Your refund will be credited back to the same Payment Method used to make the original purchase. **WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED AS NON-RETURNABLE.**

For defective returns, please refer to the manufacturer's warranty (see Section _ of these Terms) included with the product or as detailed in the product's description on our Site.

7. INTELLECTUAL PROPERTY RIGHTS.

Utility Solutions utilizes third party companies, such as Worldpay, to handle credit card payment and bank account transactions between Users. Utility Solutions is not responsible for such transactions. No sensitive payment information (e.g. credit card numbers, bank account numbers, etc.) is stored on our servers. Therefore, PCI compliance rests solely with the payment transaction vendors. Worldpay processes Personal Information in accordance with its Privacy Notice, which is available here: <https://privacy.worldpay.com/>.

You acknowledge Utility Solutions' exclusive rights in the contents of the Website. Trademarks, service marks, logos, and copyrighted works appearing in this Website are the property of Utility Solutions or the party that provided such intellectual property to the Website. Utility Solutions and any party that provides intellectual property to the Website retain all rights with respect to any of their respective intellectual property appearing in this website, and no rights in such materials are transferred or assigned to you.

8. COMPLIANCE WITH LAWS.

You agree to comply with all applicable laws regarding your use of the Website. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

Links to Third Party Sites

Utility Solutions may provide hyperlinks to other websites maintained by third parties, or Utility Solutions may provide third party content on the Website by framing or other methods. THE LINKS TO THIRD PARTY WEBSITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. THE CONTENT ON ANY LINKED WEBSITE IS NOT UNDER UTILITY SOLUTIONS' CONTROL AND UTILITY SOLUTIONS IS NOT RESPONSIBLE FOR THE CONTENT OF LINKED WEBSITES, INCLUDING ANY FURTHER LINKS CONTAINED IN A THIRD PARTY WEBSITE. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEBSITES LINKED TO THE WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

Linking, Framing, Metatags, Hidden Text

If a third party links to the Website, it is not an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with Utility Solutions. In most cases, Utility Solutions is not even aware that a third party has linked to the Website. A Third Party Site that links to the Website: (i) may link to, but not replicate, Utility Solutions' Content; (ii) may not create a browser, border environment or frame Utility Solutions' Content; (iii) may not imply that Utility Solutions is endorsing it or its products; (iv) may not misrepresent its relationship with Utility Solutions; (v) may not present false or misleading information about Utility Solutions' products or services; and (vi) should not include content that could be construed as distasteful, offensive or controversial, and should contain only Content that is appropriate for all age groups.

Utility Solutions expressly prohibits any use of its trademarks, trade names or brand names in metatags, keywords and/or hidden text online. The use of Utility Solutions trademarks, trade names or brand names in metatags, keywords or hidden text constitutes trademark infringement, and the use of any of the foregoing for purposes of gaining higher rankings in search engines constitutes unfair competition.

9. INDEMNIFICATION.

You agree to indemnify and hold Utility Solutions, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Affiliated Parties") harmless from any breach of this Agreement by you. You agree that the Affiliated Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify the Affiliated Parties against all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Affiliated Parties in connection therewith. You will also indemnify and hold the Affiliated Parties harmless from and against any claims brought by third parties arising out of your use of this Website, including the purchase or use of any products or services.

10. DISCLAIMER.

Utility Solutions (INCLUDING OWNERS, MEMBERS, MANAGERS, AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INDEPENDENT CONTRACTORS OF Utility Solutions) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE WEBSITE, INFORMATION PROVIDED, OR THE INFORMATION, MATERIALS, CONTENT, PRODUCTS OR SERVICES OFFERED THROUGH THIS WEBSITE. THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE ARE PROVIDED BY Utility Solutions ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. Utility Solutions DISCLAIMS, AND YOU HEREBY WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTIES REGARDING COMPLETENESS, SECURITY, ACCURACY, RELIABILITY, SUITABILITY OR AVAILABILITY WITH RESPECT TO THE WEBSITE OR THE INFORMATION, MATERIALS, CONTENT, PRODUCTS OR SERVICES OFFERED ON THE WEBSITE FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, Utility Solutions HEREBY MAKES NO REPRESENTATION NOR ANY WARRANTIES OF ANY KIND IN CONNECTION WITH THE INFORMATION PROVIDED HEREIN, THAT CONTENT, PRODUCTS OR INFORMATION WILL MEET YOUR REQUIREMENTS, OR THE QUALITY OF ANY CONTENT, PRODUCTS OR INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS THEREFORE STRICTLY AT YOUR OWN RISK.

THIS WEBSITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS WEBSITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SERVICES LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE Utility Solutions PROPERTY, MATERIALS, CONTENT OR SERVICES AT THIS WEBSITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES. THE FACT THAT Utility Solutions IS INCLUDING OR OFFERING ANY PRODUCT OR SERVICE ON THE WEBSITE IS NOT AN ENDORSEMENT OR A RECOMMENDATION OF ANY KIND.

Utility Solutions MAKES NO REPRESENTATION OR WARRANTY THAT THE WEBSITE OR SERVICES OR ANY INFORMATION OFFERED THROUGH THE WEBSITE IS OR WILL BE (A) ERROR-FREE OR UNINTERRUPTED, (B) FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (C) APPLICABLE AND APPROPRIATE FOR USE OR ACCESS IN LOCATIONS OUTSIDE THE UNITED STATES.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES WILL Utility Solutions OR ANY OF ITS OWNERS, MEMBERS, MANAGERS, AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR INDEPENDENT CONTRACTORS, BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, GENERAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, YOUR USE OF THE WEBSITE, OR THE WEBSITE'S CONTENT, OR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE WEBSITE, OR ANY PRODUCT OR SERVICE LINKED TO, FROM OR ADVERTISED OR PROMOTED ON THE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR THE CONTENT CONTAINED OR REFERENCED THEREIN IS TO CEASE YOUR USE OF THE WEBSITE.

YOU ACKNOWLEDGE, BY YOUR USE OF THE WEBSITE, THAT YOUR USE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING, REPAIRS OR REPLACEMENT OF ANY EQUIPMENT, HARDWARE, SOFTWARE OR DATA YOU USE IN CONNECTION WITH YOUR USE OF THE WEBSITE AND THAT Utility Solutions SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE.

Utility Solutions MAKES NO REPRESENTATION OR WARRANTY THAT THE WEBSITE, CONTENT, SOFTWARE OR ANY PRODUCT OFFERED OR PURCHASED THROUGH THE WEBSITE IS APPLICABLE OR APPROPRIATE FOR USE OR ACCESS IN LOCATIONS OUTSIDE OF THE UNITED STATES.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF Utility Solutions AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED \$100 FOR THE USE OF THE WEBSITE OR ANY SERVICE IT PROVIDES. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. YOU WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES BY SUBSCRIBER AND/OR ITS AUTHORIZED END USERS.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

12. USE OF INFORMATION.

Utility Solutions reserves the right, and you authorize us, to use and assign all information regarding website uses by you and all information provided by you in any manner consistent with our Privacy Policy <https://utilityolutionsinc.com/privacy-policy>.

13. COPYRIGHTS AND COPYRIGHT AGENT.

If you believe your work has been copied by or used on this Website in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated by this Website or Utility Solutions, please provide a notice containing all of the following information to our Copyright Agent, Derick Wood:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Website, including complete URLs for any pages containing the material;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Website is Derick Wood, who can be reached as follows:

By Mail: 101 33rd St Dr SE, Hickory, NC 28602

By Phone: (828) 323-3914

By E-mail: privacy@utilityolutionsinc.com

14. GOVERNING LAW; VENUE; ACTIONS.

If there is any dispute about or involving the Website or these Terms, you agree that any dispute shall be governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. You agree to personal and exclusive jurisdiction by and venue in the state and federal courts of Catawba County, North Carolina. Prior to bringing any legal action arising from or concerning this Website or its contents, you agree to attempt in good faith to resolve the matter through mediation, pursuant to the North Carolina Mediated Settlement Conference rules.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE, ANY SERVICE PROVIDED BY THE WEBSITE, OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

In any action to enforce this Agreement, the prevailing party will be entitled to recover its legal expenses, including reasonable attorneys' fees, legal assistants' fees, costs and expenses from the non-prevailing party of all court costs (including bankruptcy proceedings and appeals) in addition to any other relief to which the party is entitled. Any cause of action brought by you against Utility Solutions or its officers, partners, directors, managers, members, shareholders, distributors, affiliates, subsidiaries, sponsors, advertisers, licensors, employees, agents, representatives or independent contractors, must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

15. SEVERABILITY.

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

16. WAIVER.

The failure of Utility Solutions to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Utility Solutions must be in writing and signed by an authorized representative of Utility Solutions.

17. MODIFICATION AND TERMINATION OF THE WEBSITE.

Utility Solutions reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website or any service provided by the Website (or any part thereof) with or without notice. You agree that Utility Solutions will not be liable to you or any third party for any modification, suspension or discontinuance of the website or any service.

18. RELATIONSHIP OF THE PARTIES.

Nothing contained in this Agreement or your use of the Website shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

19. ENTIRE AGREEMENT.

These Terms constitute the entire agreement between you and Utility Solutions and governs the terms and conditions of your use of the Website, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Utility Solutions with respect to this Website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website. Utility Solutions may revise these Terms at any time by updating this Agreement and posting it on the Website. Accordingly, you should visit the Website and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this Website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

20. CONTACT INFORMATION.

Name: Derick Wood
Phone: 828-323-3914
Email: privacy@utilityolutionsinc.com
Mailing Address: 101 33rd St Dr SE, Hickory, NC 28602