



## **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Ultimate Service Associates (“USA,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of usa-svc.com, including any content, functionality, and services offered on or through usa-svc.com (collectively, the “**Website**”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use if this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and acknowledge our Privacy Policy, found [here](#).** If you do not want to agree to these Terms of Use, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions, and are located therein at the time of access and use. By using this Website, you represent and warrant that you are of legal age to form a binding contract with USA and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

## **Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.



To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You represent that all information you provide or otherwise make available on or through this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, may be processed in accordance with by our *Privacy Policy*, and you acknowledge actions may be taken with respect to your information consistent with our Privacy Policy.

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. 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.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### **Text SMS or other Messages**

In the event you opt-in to receive SMS or other messages, you authorize USA and our designees to send the applicable messages as described in the applicable notices, and without limitation you authorize such messages to be sent with varying messaging frequency and such other frequency as may be described in the applicable notices and as otherwise permitted by applicable law. Without limiting the foregoing, such messages may include marketing messages, and you represent that you are the registered owner or authorized user of the applicable device and are authorized to provide the applicable consent. You acknowledge that SMS and other messages sent by USA or our designees using an automated telephone dialing system are optional and not a condition of use of the Website. Message and data rates may apply. You acknowledge your carrier may charge for each message sent and received, and that you are solely responsible for any fees or charges incurred from sending or receiving the applicable messages. If your carrier does not permit SMS messages, you may not receive the SMS messages. Without limiting our rights or expanding our liability, neither we nor the wireless carriers will be liable for any delays in



the receipt of, or failure to deliver any SMS message from us or our designees sent by automated telephone dialing system or otherwise.

### **SMS Terms & Conditions**

#### **SMS Consent Communication:**

The 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 you have consented to receive text messages from Ultimate Service Associates, you may receive messages related to the following:

- Follow-up Messages
- Appointment Confirmations
- Post-Service Feedback or Review Requests

#### **Message Frequency:**

Message frequency may vary depending on the type of communication. For example, you may receive up to 2 SMS messages per week related to your appointment.

#### **Potential Fees for SMS Messaging:**

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

#### **Opt-In Method:**

You may opt-in to receive SMS messages from Ultimate Service Associates in the following ways

- By submitting an online form

#### **Opt-Out Method:**

You can opt out of receiving SMS messages at any time. To do so, simply reply "STOP" to any SMS message you receive. Alternatively, you [contact us](#) directly to request removal from our messaging list.

#### **Help:**

If you are experiencing any issues, you can reply with the keyword HELP. Or, you can get help by [contacting us](#).

**Additional Options:**

If you do not wish to receive SMS messages, you can choose not to check the SMS consent box on our forms.

**Standard Messaging Disclosures:**

- Message and data rates may apply.
- You can opt out at any time by texting "STOP."
- For assistance, text "HELP" or visit our Privacy Policy and Terms of Use pages.
- Message frequency may vary

**Intellectual Property Rights**

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- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
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### **Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate USA, a USA employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).



- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm USA or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Reliance on Information Posted**

The information presented on or through the Website 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 the Website, or by anyone who may be informed of any of its contents.

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### **Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you acknowledge actions may be taken by us with respect to your information consistent with the Privacy Policy.

### **Online Purchases and Other Terms and Conditions**

All purchases through our Website or other transactions for the sale of goods or services, formed through the Website, or resulting from visits made by you, are governed by our then current applicable which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms provided with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.





- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Website is based in the State of Oklahoma in the United States. We provide this Website for use only by persons located in the United States who meet the eligibility criteria. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. We make no representations, warranties, or claims regarding the compliance of the Website, or any use thereof, with EU or other foreign country privacy or data protection laws. We do not desire to process personal data of data subjects outside of the United States, and do not otherwise intend to offer goods or services to or monitor the behavior of data subjects outside of the United States. You represent and warrant that neither you nor your representatives will provide or otherwise make available to us or otherwise on or through the Website, personal data of an identified or identifiable natural person outside of the United States. For the purpose of this paragraph, an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. For the purpose of this paragraph, personal data shall mean any information relating to an identified or identifiable natural person.





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### **Limitation on Liability**

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#### **Indemnification**

You agree to defend, indemnify, and hold harmless USA, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

#### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts, in each case, located in the City of Tulsa, Oklahoma. Although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country, and as otherwise set forth herein. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THE TERMS OF USE AND THE WEBSITE, THE BREACH



**ULTIMATE**  
SERVICE ASSOCIATES  
CRITICAL POWER SERVICES. NATIONWIDE.

THEREOF, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

### **Arbitration**

At USA's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Oklahoma law.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by USA of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of USA to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Entire Agreement**

The Terms of Use and the Terms and Conditions constitute the sole and entire agreement between you and USA regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

### **Your Comments and Concerns**

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