GMB Powerline Services Website Terms of Service

GMB Powerline Services LLC | Revised 9/30/2026

These Terms of Service ("Terms") govern your access to and use of gmbpowerline.com and its pages, forms, content, and features (collectively, the "Website"), operated by GMB Powerline Services LLC ("GMB," "we," "us," or "our"). By accessing or using the Website, you agree to these Terms and our Privacy Policy. If you do not agree, do not use the Website.

1. **Website Purpose**
   1.2 The Website provides general information about GMB, its utility construction, maintenance, storm restoration, emergency response, and related services, as well as business contact and recruiting opportunities. Website content is informational only and may be incomplete, outdated, or unavailable at times.

2. **Eligibility and Authority**
   2.2 You may use the Website only if you can enter into a binding agreement under applicable law. If you use the Website on behalf of a company or other organization, you represent that you have authority to bind that organization to these Terms.

3. **Permitted Use**
   3.2 You may use the Website for lawful personal or business purposes consistent with these Terms. You may **not:**
   3.3 Use the Website in violation of any law, regulation, contractual obligation, or third-party right.
   3.4 Attempt to gain unauthorized access to the Website, another system, an account, or nonpublic information.
   3.5 Introduce malware, interfere with Website operation, bypass security measures, or conduct vulnerability testing without prior written authorization.
   3.6 Use automated means to scrape, harvest, copy, or monitor Website content except as permitted by law or with GMB's prior written consent.
   3.7 Impersonate another person or entity, misrepresent your affiliation, or submit false, misleading, unlawful, or infringing material.
   3.8 Use Website content to compete unfairly with GMB, create confusion about sponsorship, or exploit GMB's names, marks, images, or materials without permission.

4. **Information You Submit**

4.1 You represent that information you submit through the Website is accurate, current, lawful, and yours to provide. You grant GMB a nonexclusive, worldwide, royalty-free license to receive, reproduce, store, transmit, and use submitted information as reasonably necessary to respond to you, evaluate opportunities, administer recruiting, operate the Website, comply with law, and protect GMB and others. This license does not transfer ownership of your personal information and is subject to our Privacy Policy.

4.2 Do not send confidential, proprietary, export-controlled, or highly sensitive information through the Website unless GMB has expressly requested it through an approved process.

Submitting an unsolicited idea, proposal, or other material does not create a confidential, fiduciary, employment, agency, or other special relationship.

5. Recruiting Submissions

Information submitted through the Join Our Team page is an expression of interest only. It is not an application acceptance, offer of employment, promise of assignment, guarantee of work, or employment contract. GMB may verify submitted information, request additional documentation, and apply lawful qualification, safety, licensing, union, background, drug-testing, driving, and customer requirements. Any employment or contractor relationship requires separate written documentation and remains subject to applicable law and GMB requirements.

6. Intellectual Property

The Website and its text, graphics, photographs, videos, logos, trademarks, layout, software, and other content are owned by GMB or its licensors and are protected by intellectual-property and other laws. Subject to these Terms, GMB grants you a limited, revocable, nonexclusive, nontransferable license to view and use the Website for its intended purposes. No other right or license is granted by implication, estoppel, or otherwise.

GMB Powerline Services, related logos, and other GMB names and marks are trademarks or service marks of GMB or its licensors. You may not use them without prior written permission.

7. Third Party Services and Links

The Website may contain links to, integrations with, or content from third parties. GMB does not control and is not responsible for third-party websites, services, content, security, availability, or practices. A link does not imply endorsement. Your dealings with third parties are between you and those parties and may be governed by separate terms and privacy notices.

8. No Professional or Emergency Advice

Website content is not engineering, electrical, safety, legal, employment, or other professional advice and should not be relied on as a substitute for site-specific evaluation by qualified professionals. Do not use the Website to report an electrical emergency, downed line, outage, or immediate safety hazard. For emergencies, call 911 and contact the applicable electric utility or emergency authority.

9. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WEBSITE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." GMB DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, SECURITY, AND UNINTERRUPTED OR ERROR-FREE OPERATION. GMB DOES NOT WARRANT THAT WEBSITE CONTENT IS COMPLETE, CURRENT, OR SUITABLE FOR ANY PARTICULAR USE.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GMB AND ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST PROFITS, REVENUE, DATA, BUSINESS, OR GOODWILL; OR DAMAGES ARISING FROM OR RELATED TO YOUR

USE OF OR INABILITY TO USE THE WEBSITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GMB AND THE OTHER GMB PARTIES FOR ALL CLAIMS ARISING FROM OR RELATED TO THE WEBSITE OR THESE TERMS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS ($100). THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION AND DO NOT LIMIT LIABILITY THAT CANNOT LAWFULLY BE LIMITED.

11. Indemnification
To the extent permitted by law, you agree to defend, indemnify, and hold harmless GMB and its owners, officers, employees, agents, affiliates, licensors, and service providers from claims, losses, liabilities, damages, judgments, awards, penalties, costs, and reasonable attorneys' fees arising from or related to your unlawful or unauthorized use of the Website, your submitted material, your violation of these Terms, or your violation of another person's rights. GMB may control the defense of any matter subject to indemnification, and you agree to cooperate reasonably.

12. Suspension and Termination
GMB may restrict, suspend, or terminate access to the Website, remove submitted material, or discontinue any Website feature at any time when reasonably necessary to protect the Website, GMB, users, or others; respond to legal requirements; or address a violation of these Terms. Provisions that by their nature should survive will survive termination, including intellectual-property, disclaimer, liability, indemnification, governing-law, and miscellaneous provisions.

13. Changes to the Website or Terms
GMB may change the Website and these Terms from time to time. The Effective Date above identifies the latest revision. Material changes may be communicated through the Website or by other means when required by law. Your continued use after revised Terms become effective constitutes acceptance of those Terms to the extent permitted by law.

14. Governing Law and Venue
These Terms are governed by the laws of the State of West Virginia, without regard to conflict-of-laws principles. Unless applicable law requires otherwise, any legal action arising from or related to the Website or these Terms must be brought exclusively in the state or federal courts located in Kanawha County, West Virginia, and you consent to their personal jurisdiction and venue.

15. Miscellaneous
These Terms and the Privacy Policy constitute the entire agreement between you and GMB concerning the Website and supersede prior or contemporaneous communications about the Website. If a provision is held unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will remain in effect. GMB's failure to enforce a provision is not a waiver. You may not assign these Terms without GMB's prior written consent; GMB may assign them in connection with a reorganization, merger, sale, or transfer of the Website or business. Headings are for convenience only.

16. Contact Us
Questions about the Website or these Terms may be directed to:

Company	GMB Powerline Services LLC
Mail	118 Lowboy Lane, Charleston, West Virginia 25320
Email	GMBFilings@gmbpowerline.com
Phone	(304) 346-9383