

Terms & Conditions (effective July 21, 2023)

The Marshfield Utilities website (the "Site") is comprised of various web pages operated by Marshfield Utilities. The information is provided by Marshfield Utilities, and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability concerning the website or the information. Any reliance you place on such information is strictly at your own risk.

By using this website, you certify that you agree to these Terms & Conditions. If you do not want to adhere to these Terms & Conditions, you are advised to stop using the website accordingly.

Privacy Policy

Before you continue using our website, we advise you to read our privacy policy [HERE](#) regarding our user data collection. It will help you better understand our practices.

Third-Party Websites

For your convenience, this Site may provide links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Third-Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions and expressly disclaim any liability for them.

Minors

We do not knowingly collect Personal Data from or market to children under the age of 13. Marshfield Utilities assumes no responsibility for liabilities related to age misrepresentation.

Intellectual property

All materials, products, and services provided on this website are the property of Marshfield Utilities, its affiliates, commissioners, employees, agents, suppliers, or licensors, including all copyrights, trademarks, patents, and other intellectual property. Marshfield Utilities' intellectual property shall not be reproduced or redistributed in any way, including through the use of electronic, digital, or new trademark registrations.

User Accounts

As a user of this website, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly.

We reserve all rights to edit or remove content at our sole discretion.

Applicable Law

You acknowledge and agree that these Terms of Use, and any and all transactions entered into utilizing any Marshfield Utilities Site, shall be governed by the laws of the State of Wisconsin, without regard to its choice of law provisions. By utilizing any Marshfield Utilities site, you further acknowledge and agree that any dispute or claim resulting from the use of any Marshfield Utilities site or the content thereof shall be subject to the exclusive jurisdiction of Wood County, Wisconsin Circuit Court submit to the exclusive jurisdiction of such court will govern these terms and conditions, or any dispute of any sort that might come between Marshfield Utilities and you, or its commissioners, employees, agents, representatives, and service providers.

Indemnification

You agree to defend, indemnify and hold harmless Marshfield Utilities and all respective commissioners, employees, agents, representatives, and service providers from and against any and all losses, damages, liabilities, and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the indemnified in connection with any claim arising out of any breach by you of these terms of use or claims arising from your account(s). Marshfield Utilities reserves the right, at Marshfield Utilities' own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Limitation on Liability

In no event will Marshfield Utilities and all respective commissioners, employees, agents, or representatives be liable for damages of any kind, under any legal theory, arising out of or in connection with your use or access, or inability to use or access, the website, or any linked websites, without limitation, any direct, indirect, incidental, special or consequential or punitive damages that result from the same.

You assume the entire liability for the selection and use of the Site, and Marshfield Utilities shall have no liability for any errors, malfunctions, defects, or loss of data resulting from or related to your use of the Site.

Marshfield Utilities reserves the right to edit, modify, and change this Agreement at any time. This Agreement is an understanding between Marshfield Utilities and the user, and this supersedes and replaces all prior agreements regarding the use of this website.

Termination/Access Restriction

Marshfield Utilities reserves the right, in its sole discretion, to terminate or restrict your access to the Site and related services or any portion thereof at any time, without notice. You may terminate these Terms of Use at any time, provided that you discontinue any further use of this Site.

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Hours: 7:00 am – 4:00 pm

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