

WPPI Energy Listserv Terms and Conditions of Participation

By subscribing to and participating in the WPPI Energy (“WPPI”) listservs (the “Listservs”), users agree to be bound by and fully comply with these terms and conditions of participation (these “Terms”). WPPI reserves the right to make changes to these Terms at any time, and users’ continued use of and participation in the Listservs constitutes acceptance of those changes. Accordingly, users should review these Terms from time to time for such changes.

The Listservs are subject to periodic audit and monitoring by WPPI staff members and authorized third parties for business and security purposes. WPPI has the sole discretion to enforce these Terms, including, but not limited to warning users of violations, disabling or suspending privileges and access, deleting, screening or editing any content or prohibiting any behavior that does not comply with these Terms. WPPI reserves the right to modify, change, limit or terminate any or all of the Listservs at any time.

Permitted Use of the Listservs

The Listservs are a venue for a continuing exchange of ideas and dialogue amongst users. The Listservs may not be used for the solicitation, promotion, or sales of commercial products or services (note that this prohibition does not extend to the resale of previously purchased goods), nor for the posting of job announcements. Users may not use the Listservs to collect or share personal, private or confidential information of other users or their customers.

Please be respectful and considerate of your colleagues in your postings. If you disagree or become upset with a response or manner of use of the list, reply to the applicable user directly when appropriate. Users may not post any defamatory, abusive, profane, threatening, offensive, or illegal information or material, and shall not utilize the Listservs in any illegal manner.

To avoid any actions or discussions that could conceivably raise antitrust law concerns, and to protect WPPI and its members from possible lawsuits, it is important to refrain from discussing compensation, cost and price information on any of the Listservs. If you have any questions regarding antitrust requirements, consult your utility’s legal counsel. Below are a few guidelines to help you with common questions about what information may be shared via the Listservs:

- Fees/rates charged to customers – You may discuss whether or not you charge a fee, but do not discuss the amount of the fee or rate charged.
- Prices paid for goods/services – Please do not discuss specific prices you pay or have been quoted for goods or services.
- Employee salaries and benefits – Please do not discuss employee salaries, including salary ranges, or benefits.
- RFPs – You may share your RFPs via the Listservs, but only if the RFP is public and readily available. You may share parts of an RFP (e.g., descriptions of a project or evaluation standards) if you remove any price-related or other sensitive information from it. If you have doubts about whether particular information should be included, don’t include it.
- Public and readily available information – Information that is ‘public and readily available’ may be shared via the Listservs. To avoid even the appearance of impropriety, we suggest

- you restrict any potentially sensitive discussions to information that is available on your utility web site. For example, if your electric rates are available online, you may refer to these rates, but please also share the web address where this information may be found. (For example, “Our rates are XXX. These are available on our web site at myutility.com/rates.”)
- Contracts – If you do choose to share a contract form in response to a discussion group query, all information regarding prices offered or received, or other information that could be problematic from an antitrust standpoint, must be deleted. Moreover, WPPI notes that each state’s laws, each utility’s circumstances, and each transaction are different. Therefore, you should consult with your utility’s legal counsel before using any contract language provided by another entity.

Users must refrain from posting anything that is not original unless it meets the “fair use” guidelines of copyright law, or unless permission has been obtained from the original source. If you send information that is not your original work or ideas, please specify the original source of your information. When posting materials, the posting user represents that they are the copyright owner or have received permission to reprint copyrighted materials. Do not use any words, logos or other marks that would infringe upon the trademark, service mark, certification mark, or other intellectual property rights of the owners of such marks without the permission of such owners. If you have any questions regarding intellectual property law requirements, consult your utility’s legal counsel.

Confidentiality

While WPPI will endeavor to limit access to the Listservs to only approved Listserv users, all users should keep in mind that any information shared on the Listservs may become publicly available, including, without limitation, as required by applicable open records and freedom of information laws.

Disclaimers; Miscellaneous

The content, text, or links contained in the Listservs do not necessarily represent the opinions of WPPI and do not mean that WPPI endorses any product, concept or idea contained therein.

By using the Listservs, users acknowledge and agree that all content therein is provided “as-is, with all faults” and “as-available”. WPPI disclaims all warranties with respect to the Listservs and all such content, whether express, statutory, implied or otherwise, including without limitation any warranty of merchantability, satisfaction, fitness for particular purpose, title and/or noninfringement. Users of the Listservs have sole responsibility for verifying the completeness, accuracy, reliability, quality and timeliness of all content.

WPPI shall not be liable for any special, punitive, indirect or consequential damages or losses, or damages or losses of any other kind whatsoever, resulting from, arising out of or in connection with the use of the Listservs or any content therein, or the inability to use the Listservs, even if WPPI has been advised of the possibility of such damage or loss.

The law of the State of Wisconsin will apply to all matters relating to these Terms and the Listservs. In addition, all users agree that the state and federal courts of Dane County, Wisconsin will have exclusive jurisdiction and be the exclusive venue for any legal action relating to or arising out of these Terms and/or the Listservs.