

NMPP Energy Classified Advertisement Platform Terms of Use

Issued 9/3/2026

By using this classified advertisement platform (the “Platform”), you agree to these Terms of Use (“Terms”). If you use the Platform for a municipality or utility, you confirm that you are authorized to accept these Terms for that organization.

If you do not agree to these Terms, do not use the Platform.

The Nebraska Municipal Power Pool (“NMPP”), the Municipal Energy Agency of Nebraska (“MEAN”), the National Public Gas Agency (“NPGA”), and the Public Alliance for Community Energy (“ACE”), are collectively referred to in these Terms as “NMPP Energy”, “we”, “us”, or “our.”

We may update these Terms from time to time. If you continue to use the Platform after an update is posted, you agree to the updated Terms. You also agree to our [Privacy Policy](#) and any posted site rules.

Using the Platform

The Platform is a classified advertisement website intended to help users identify potential counterparties for the purchase and sale of utility-related supplies, materials, and equipment owned by NMPP Energy participating municipalities and utilities. NMPP Energy is not a party to, or intermediary for, transactions between users. We may remove or refuse to post content that violates these Terms or applicable law at any time without notice.

You may not:

- Submit for posting any false, misleading, unwanted, or illegal content or fail to disclose the existence of a known material defect, restriction, or lien.
- Submit for posting any content that violates our posted rules.
- Collect or misuse another Platform user’s personal information.
- Use the Platform to violate another person’s rights, including intellectual-property or privacy rights.
- Use the Platform in violation of any applicable law.

You are responsible for content you submit for posting and represent that you have the rights and authority to post it. By submitting content for posting on the Platform, you grant us a worldwide, royalty-free license to use, copy, display, share, and adapt it to operate, maintain, promote, and improve the Platform. This license continues after removal of the content to the extent permitted by law.

You are solely responsible for your communications and any transaction with another user. Before entering a transaction, you must conduct your own due diligence regarding the equipment and the other user’s authority, including condition, specifications, compatibility, safety, ownership, title, liens, availability, legality, and suitability for your intended use. You are solely responsible for negotiating and documenting any transaction and for all related payment, taxes, delivery, shipping, insurance, title, risk of loss, inspection, installation, regulatory compliance, and all applicable procurement, disposition, public-records, ethics, conflict-of-interest, competitive-bidding, and approval requirements. You represent that you have authority to post content and, where applicable, to offer equipment for sale, transfer, exchange, or other disposition.

Platform is Provided “As is”

THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” WE DO NOT GUARANTEE THAT THE PLATFORM OR ANY POSTING WILL BE ACCURATE, COMPLETE, SECURE, AVAILABLE, TIMELY, OR RELIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

We do not endorse, verify, or guarantee any user, posting, product, service, or transaction on the Platform, including the actual existence, condition, specifications, compatibility, ownership, title, freedom from liens, availability, legality, or suitability of any equipment, supplies, or materials. We do not guarantee that another user will respond, perform, pay, deliver, or complete a transaction. You are responsible for deciding whether to communicate with or do business with another user, and you assume all risks arising from communications and transactions with other users, whether on or off the Platform.

TO THE FULLEST EXTENT PERMITTED BY LAW, NMPP, MEAN, NPGA AND ACE, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS ARE NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR OTHER LOSSES OR DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR FROM ANOTHER PERSON’S CONDUCT OR CONTENT ON THE PLATFORM, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUE, OR GOODWILL. IF WE ARE FOUND LIABLE, OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM THE SAME EVENT, TRANSACTION, OR OCCURRENCE WILL NOT EXCEED \$100.

Claims and Responsibility for Your Use

Nebraska law governs these Terms, except where federal law applies. Any dispute related to the Platform or these Terms must be brought in the state or federal courts located in Lincoln, Nebraska, unless we seek emergency or injunctive relief in another court.

If a third party makes a claim against NMPP, MEAN, NPGA or ACE arising from your use of the Platform, content, transactions or proposed transactions with another user, or violation of these Terms or applicable law, you agree to protect and reimburse NMPP, MEAN, NPGA and ACE for resulting losses, liabilities, damages, costs, and reasonable attorneys’ fees, to the extent permitted by law.

You are also responsible for the actions of your officials, employees, agents, and others acting for you or under your direction.

Other Terms

These Terms are the entire agreement between you and us regarding the Platform and replace prior discussions or agreements about the Platform. If any provision of these Terms is determined to be legally unenforceable, the remaining provisions will remain in effect. Our failure to enforce any provision of these Terms is not a waiver of that provision. You may not assign your rights or obligations under these Terms without prior written consent from NMPP Energy.