

SECTION V - Member Data Privacy

A. Data Privacy – Definitions

1. “Aggregated Data” means any Member Account Information from which all identifying information has been removed, so that the individual data or information of a member cannot be associated with that member without extraordinary effort.
2. “Contractor” or “Cooperative Agent” means an entity or person performing a function or service under contract with or on behalf of the Cooperative, including, but not limited to, member service, member education, demand response, energy management, energy waste reduction programs, payment assistance, payroll services, bill collection, tree clearing, line construction, or other functions related to providing electric service.
3. “Member” means a purchaser of electricity that is supplied or distributed by a utility for residential or non-residential purposes.
4. “Member Account Information” means individually identifiable information including Personal Data and Member Usage Data. Member Account Information also includes information received by the Cooperative from the member for purposes of participating in utility programs including, but not limited to, bill payment assistance, shutoff protection, renewable energy, demand-side management, load management, or energy waste reduction.
5. “Member Usage Data” or “Consumption Data” means member-specific electric usage data, including but not limited to kW, kWh, voltage, var, or power factor, and other information that is recorded by the electric meter for the Cooperative and stored in its systems.
6. “Informed Member Consent” means, in the case where consent is required: the member is advised of (1) the data or information to be collected and allowable uses of that data or information by the party seeking consent; (2) the frequency of data or information release and the duration of time for which the consent is valid; and (3) the process by which the member may revoke consent. In no case shall silence by the member ever be construed to mean Informed Member Consent. Member consent must be documented and may be in writing, electronically, or through oral communication in which the member’s identification is verified and documented.

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7. “Personal Data” or “Personally Identifiable Information” means specific pieces of information collected or known by the Cooperative that can be used to identify or trace to a specific individual and that merit special protection including, but not limited to, the standard types of positive identification information used to establish an account. Personal Data includes, but is not limited to, name, address, birth date, telephone number, electronic mail address, Social Security Number, financial account numbers, driver’s license number, credit reporting information, bankruptcy or probate information, health information, network, or Internet protocol address.
8. “Primary Purpose” means the collection, use, or disclosure of information collected by the Cooperative or supplied by the member where there is an authorized business need or emergency response in order to: (1) provide, bill, or collect for, electric service; (2) provide for system, grid, or operational needs; (3) provide services as required by state or federal law or as specifically authorized in the Cooperative’s approved tariff; or (4) engage in member satisfaction surveys, administer Board elections, plan, implement, or evaluate energy assistance, demand response, energy management, renewable energy or energy waste reduction programs by the Cooperative or under contract with the Cooperative, under contract with the Michigan Public Service Commission, or as part of a Commission-authorized program conducted by an entity under the supervision of the Commission, or pursuant to state or federal statutes governing energy assistance.
9. “Secondary Purpose” means any purpose that is not a Primary Purpose.
10. “Standard Usage Information” means the usage data that is made available by the Cooperative to all similarly situated members on a regular basis, delivered by the Cooperative in a standard format.
11. “Third-party” means a person or entity that has no contractual relationship with the Cooperative to perform services or act on behalf of the Cooperative.

B. Collection and Use of Data and Information

1. The Cooperative, its Contractor, or Cooperative Agent, does not need Informed Member Consent to collect or use Member Account Information as necessary to accomplish Primary Purposes only.
2. Informed Member Consent is necessary before collection or use of Member Account Information for a Secondary Purpose.
3. The Cooperative will not release Member Account Information, unless it receives Informed Member Consent.

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C. Disclosure Without Member Consent

1. The Cooperative shall disclose Member Account Information when required by law. This includes law enforcement requests supported by warrants or court orders specifically naming the members whose information is sought, and judicially enforceable subpoenas. The provision of such information will be reasonably limited to the amount authorized by law or reasonably necessary to fulfill a request compelled by law.
2. Informed Member Consent is not required for the disclosure of Aggregated Data.

D. Disclosure to Cooperative Agents and Contractors

1. The Cooperative shall disclose only the necessary Member Account Information to Cooperative Agents and Contractors working on behalf of the Cooperative for Primary Purposes and any other function relating to providing electric services without obtaining Informed Member Consent.
2. Contracts between the Cooperative and its Cooperative Agents or Contractors specify that all Cooperative Agents and Contractors are held to the same confidentiality and privacy standards as the Cooperative, its employees, and its operations. These contracts also prohibit Cooperative Agents or Contractors from using any information supplied by the Cooperative for any purpose not defined in the applicable contract.
3. The Cooperative requires its Cooperative Agents and Contractors who maintain Member Account Information to implement and maintain reasonable data security procedures and practices appropriate to the private nature of the information received. These data security procedures and practices shall be designed to protect the Member Account Information from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor or Cooperative Agent shall meet or exceed the data privacy and security policies and procedures used by the Cooperative to protect Member Account Information.
4. The Cooperative requires Cooperative Agents and Contractors to return or destroy any Member Account Information that it maintained and that is no longer necessary for the purpose for which it was transferred.

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5. The Cooperative maintains records of the disclosure of member data to Cooperative Agents and Contractors in accordance with Cooperative record retention policies and Commission rules. These records include all contracts with the Cooperative Agent or Contractor and all executed non-disclosure agreements.

E. Member Access to Data

1. The member has a right to know what Member Account Information the Cooperative maintains about the member. The Cooperative shall not provide data to a member which the Cooperative considers proprietary or used for internal Cooperative business. A member may request usage data and other Member Account Information by contacting the Cooperative. The Cooperative will make a reasonable effort to respond to requests for this information within 30 business days of being requested by the member.
2. Members have the right to share their own Member Account Information with third parties of their choice to obtain services or products provided by those third parties. These services or products may include, but are not limited to, in-home displays, energy audits, or demand response programs.
3. Members have the opportunity to request corrections or amendments to Member Account Information that the Cooperative maintains.
4. Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to members. When the data requested is Standard Usage Information, the request will be fulfilled without charge. Some requests for information extend beyond Standard Usage Information. Fulfilling these requests requires special data processing that is not a part of normal utility service and results in expenses that would not otherwise be incurred. Such requests are fulfilled at the discretion of the Cooperative within the parameters of this Member Data Privacy tariff. The costs of fulfilling any special requests shall be borne solely by the member, or third party if deemed appropriate, and be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.
5. A member may request that his or her Member Account Information be released to a third party of the member's choice by completing a written Informed Member Consent request. Once the Cooperative receives the Informed Member Consent from the member, the Cooperative is not responsible for loss, theft, alteration, or misuse of the data by third parties or members after the information has been transferred to the member or the member's designated third party.

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F. Member Notice of Privacy Policies

1. Notice of the Member Data Privacy policy will be published annually, and whenever the privacy policy is amended, in a magazine or newsletter sent to all members. Notice of the privacy policy will also be made available and posted on the Cooperative's website. Notice includes a member service phone number and Internet address where members can direct additional questions or request a copy of the privacy policy.

G. Limitation of Liability

1. The Cooperative and each of its directors, officers, affiliates, and employees that disclose Member Information, Member Usage Data, Personal Data or Aggregated Data to Members, Cooperative Agents, or Contractors, as provided in this tariff, shall not be liable or responsible for any claims for loss or damages resulting from such disclosure.