

B-35 Policy Internet Web Privacy Policy



ADOPTED: October 31, 2000
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I. OBJECTIVE

- A. To define a privacy policy for users of the Midwest Energy & Communications (MEC) website.
- B. To outline a set of information practices that governs the collection, maintenance, use, and disclosure of personal information on the Midwest Energy & Communications (MEC) website.

II. CONTENT

A. Collection Practices

1. MEC uses Google Analytics to understand how visitors interact with our website. This service provides non-personally identifiable data including but not limited to data on where visitors came from and what actions they took on the site. We use this information to improve your experience, respond to your requests, and modify the website. Some of the information may include:
 1. Date and time of access
 2. Pages visited
 3. Device type
 4. Web browser
 5. Geographic location
2. MEC normally only uses this information to enable us to make our site more useful. MEC likes to know which features are popular and how visitors locate the site. MEC does not collect any personal information about a routine visitor unless the visitor provides it to MEC.
3. MEC uses third-party cookies, web tags, and similar technologies to collect or receive information on our website and other digital platforms. Through the use of these technologies, MEC and its advertising partners may collect anonymized information from visitors to our website, such as the date and time of visit, pages visited, browser versions, device type, etc. This information is used for analytics, interest-based advertising, measuring advertising effectiveness, and troubleshooting.

B. E-mail and Web Forms

1. If you use our website or any third-party vendor sites to send MEC e-mail, ask for information, access account information, purchase merchandise, or if you

provide personal information in any other way, MEC and its third-party vendors may collect and maintain the information that you provide. Your information may be shared among MEC staff and support services as necessary in order to respond to your request. Once the information reaches the correct office, it will be used in the same manner as comparable information collected in other ways.

C. Security and Data Quality

1. MEC maintains its website and its information with technical, administrative, and physical safeguards to protect us against loss, unauthorized access, destruction, misuse, modification, and improper disclosure. MEC is committed to maintaining accurate, timely, relevant, and appropriate information about our users. No computer system can ever be fully protected against every possible hazard. MEC provides industry-standard security to protect against foreseeable hazards.
2. MEC requires that employees who have access to personally identifiable information from the website acknowledge in writing that they have read this privacy policy and that they are expected to follow it. Any employee who fails to comply with these rules may be subject to disciplinary action up to and including dismissal.
3. E-mail sent to MEC through this website or otherwise is not necessarily secure against interception. If your communication contains personal information that you consider sensitive, you may not want to use e-mail. Our website does use industry-standard encryption to protect communications
4. This site includes links to non-affiliated external websites. Inclusion of links does not imply any endorsement of the material or information on other sites. Please review the privacy policy of each linked site, as we cannot be responsible for the privacy practices of other sites.

D. Uses and Disclosures

1. MEC uses its website to provide information to its customers, employees, and the general public.
2. General
 - a. Personal information collected through the MEC website may be used from time to time by outside auditors, consultants, and others hired by MEC to assist in carrying out financial, management, and other activities. MEC directs recipients to agree to safeguard personal information, to use it only as authorized by MEC, and to return or destroy it when no longer required.
3. Legal Process
 - a. MEC could be required to disclose personal information in response to valid legal process, such as a search warrant, subpoena, or court order. Any record keeper faces this possibility. Disclosures may also be appropriate to protect MEC's legal rights or during emergencies.
4. Subscriptions
 - a. MEC does not sell or rent subscriber information to anyone.

III. Our Children's Privacy Policy

- A.** Our site does not feature information and services of interest to children 13 years and under. We treat all consumer data equally with the same care and respect.

IV. RESPONSIBILITY

- A.** The President & CEO shall be responsible for seeing that this policy is followed.
- B.** If you have any questions about this privacy policy, you may send an e-mail to **info@teammidwest.com** or send regular mail to: Vice President of Member Services and Marketing, Midwest Energy & Communications, 60590 Decatur Road, Cassopolis, MI 49031.
- C.** If you want to see or correct any information that MEC has collected about you online, you can make a request to **info@teammidwest.com** or send a request by regular mail to: Vice President of Member Services and Marketing, Midwest Energy & Communications, 60590 Decatur Road, Cassopolis, MI 49031. MEC will provide up to twelve (12) months of collected information.
- D.** If you want to see or correct information, you will be asked to provide sufficient proof of identity, such as a driver's license, passport, or other documentation. MEC reserves the right to adequately validate, at its sole discretion, the requester's identity before honoring any such request.

The following pages include the privacy tariff for electric member-customers of Midwest Energy & Communications (MEC) and is posted as required in MEC's bylaws.

SECTION II - TERMS AND CONDITIONS OF SERVICE (Cont'd)

C14 MEMBER-CUSTOMER DATA PRIVACY

**C14.1 DATA PRIVACY
DEFINITIONS**

- A. “Aggregate Data” means any Member-Customer Account Information from which all identifying information has been removed so that the individual data or information cannot be associated with that Member-Customer without extraordinary effort.
- B. “Anonymized Data” means any Member-Customer data from which all identifying information has been removed so that the individual data or information cannot be associated with that Member-Customer without extraordinary effort.
- C. “Contractor” or “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-Customer service, demand response, energy management, energy efficiency programs, payment assistance, payroll services, tree clearing, line construction, bill collection, or other functions related to providing electric or telecommunications service.
- D. “Member-Customer” means a purchaser of electric or internet/telecommunications service that is supplied or distributed by the cooperative for residential or nonresidential purposes.
- E. “Member-Customer Account Information” means personally-identifiable information including personal data and Member-Customer Usage Data. Member-Customer Account Information also includes information received by the Cooperative from the Member-Customer 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 efficiency.
- F. “Member-Customer Usage Data” [or “Consumption Data”] means specific telecommunications and electric usage data including but not limited to kW, kWh, voltage, var, power factor, data usage, browsing history and other information that is recorded by the Cooperative and stored in its systems.
- G. “Informed Member-Customer Consent” means, when consent is required, the Member-Customer 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 (3) the process by which the Member-Customer may revoke consent. In no case shall silence by the Member-Customer be construed as Informed Member-Customer Consent. Member-Customer consent must be documented either in writing, electronically, or through recording of an oral communication.
- H. “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 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, and Internet protocol address.

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SECTION II - TERMS AND CONDITIONS OF SERVICE (Cont'd)

C14 MEMBER-CUSTOMER DATA PRIVACY (Contd.)

- I. “Primary Purpose” means the collection, use, or disclosure of information collected by the Cooperative or supplied by the Member-Customer where there is an authorized business need or emergency response in order to (1) provide, bill, or collect for electric or telecommunications 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 (4) plan, facilitate and implement Member-Customer satisfaction initiatives, energy use or energy efficiency programs and services (5) provide for any other legally allowable service or action which is consistent with the terms and conditions of this Member-Customer Data Privacy Tariff and is undertaken by the Cooperative to enhance the Member-Customer experience or improve electric service.
- J. “Secondary Purpose” means any purpose that is not a Primary Purpose.
- K. “Standard Usage Information” means the usage data that is made available by the electric or telecommunications utility to all similarly situated Member-Customers on a regular basis, delivered by the electric or telecommunications utility in a standard format.
- L. “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.
- M. “Weather Adjusted Data” means electric consumption data for a given period that has been normalized using stated period’s heating or cooling degree days.
- N. “Written consent” means a signed form with the Member-Customer’s signature received by the Cooperative through mail, facsimile or email. A Member-Customer may also digitally sign the form that is transmitted to the Cooperative.

COLLECTION AND USE OF DATA AND INFORMATION

- A. The Cooperative, its Contractors or Agents, collects Member-Customer Account Information as necessary to accomplish Primary Purposes only. Informed Member-Customer Consent is NOT necessary for Primary Purposes.
- B. Informed Member-Customer Consent is necessary before collection or use of Member-Customer Account Information for a Secondary Purpose.
- C. The Cooperative will not sell Member-Customer Account Information, except in connection with sales of certain aged receivables to collection firms for purposes of removing this liability from its accounts, unless it receives Informed Member-Customer Consent.

DISCLOSURE WITHOUT MEMBER-CUSTOMER CONSENT

- A. The Cooperative shall disclose Member-Customer Account Information when required by law. This includes law enforcement requests supported by warrants or court orders specifically naming the Member-Customers 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.
- B. Informed Member-Customer Consent is not required for the disclosure of Member-Customer name and address to a provider of appliance repair services in compliance with MCL 460.10a(9)(a).
- C. Informed Member-Customer Consent is not required for the disclosure of Aggregated Data.

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SECTION II - TERMS AND CONDITIONS OF SERVICE (Cont'd)

C14 MEMBER-CUSTOMER DATA PRIVACY (Contd.)

DISCLOSURE TO COOPERATIVE AGENTS AND CONTRACTORS

- A. The Cooperative shall disclose only the necessary Member-Customer Account Information to its Agents and Contractors for Primary Purposes and any other function relating to providing electric or telecommunications services without obtaining Informed Member-Customer Consent.
- B. Contracts between the Cooperative and its Agents or Contractors specify that all 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.
- C. The Cooperative requires its Agents and Contractors who maintain Member-Customer 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-Customer Account Information from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by Cooperative Agents or Contractors shall meet or exceed the data privacy and security policies and procedures used by the Cooperative to protect Member-Customer Account Information.
- D. The Cooperative requires its Agents and Contractors to return or destroy any Member-Customer Account Information that it maintained and that is no longer necessary for the purpose for which it was transferred.
- E. The Cooperative maintains records of the disclosure of Member-Customer data to its Agents and Contractors in accordance with Cooperative record retention policies and Commission rules. These records include all contracts with the Agent or Contractor and all executed non-disclosure agreements.

MEMBER-CUSTOMER ACCESS TO DATA

- A. The Member-Customer has a right to know what Usage Data the Cooperative maintains about the Member-Customer. The Cooperative shall not provide data to a Member-Customer which the Cooperative considers proprietary or used for internal Cooperative business. Consistent with R 460.153 (1) a Member-Customer may request usage data by calling the Cooperative at (800) 492-5989, writing the Cooperative, or by completing an electronic form on the Cooperative website. A Member-Customer calling with the request must be listed on the account and be able to authenticate their identity. The signature on a written request must be in the name of the Member-Customer listed on the account. The Cooperative's website will allow for submission of electronic and digitally signed requests as Cooperative resources and technology are improved. Instructions for requesting usage data will be published on the Cooperative website and in annual notices of privacy policies. The Cooperative will annually notify Member-Customers that they may request energy usage. The Cooperative will make a reasonable effort to respond to requests for this information as soon as practicable but no later than 14 calendar days after being requested by the Member-Customer or a third party authorized by the Member-Customer. The Cooperative will provide Customer Usage Data in a readily-accessible format which will be either comma-separated value (CSV) format or Binary Interchange File Format (BIFF). The Consumption Data may be delivered through email or by US Mail. Once the Cooperative receives Informed Consent, it is not responsible for loss, theft, alteration, or misuse of the data after the information has been transferred to the Member-Customer or the designated third party.

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SECTION II - TERMS AND CONDITIONS OF SERVICE (Cont'd)

- B. Member-Customers have the right to share their own Member-Customer 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, and demand response programs.
- C. Member-Customers have the opportunity to request corrections or amendments to Member-Customer Account Information that the Cooperative maintains.
- D. Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to Member-Customers. When the data requested is standard Usage Data, the request will be fulfilled without charge. Some requests for information extend beyond standard Usage Data. 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-Customer Data Privacy tariff. The costs of fulfilling any special requests shall be borne solely by the Member-Customer, 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.
- E. A Member-Customer may request release of their Account Information to a third party of their choice by completing a written Informed Member-Customer Consent, which may be obtained at the Cooperative's website. The Cooperative's website will allow for submission of electronic and digitally-signed requests as Cooperative resources and technology are improved. Once there has been positive verification or the Cooperative receives the written and signed Informed Member-Customer Consent, the Cooperative will make a reasonable effort to respond to requests for this information as soon as practicable, but no later than 14 calendar days after being requested. The Cooperative is not responsible for loss, theft, alteration, or misuse of the data by third parties or Member-Customers after the information has been transferred to the Member-Customer or the Member-Customer's designated third party.

MEMBER-CUSTOMER NOTICE OF PRIVACY POLICIES

- A. New Member-Customers receive a copy of this data privacy tariff upon the initiation of utility service from the Cooperative. Existing Member-Customers receive notification of availability of the data privacy tariff once per year, and whenever it is amended, by whatever method is used to transmit the bill or by publication in a periodical issued by an association of the Cooperative. The notification includes a Member-Customer service phone number and Internet address where Member-Customers can direct additional questions or obtain additional information.
- B. The Cooperative's Member-Customer Data Privacy Tariff will be posted on the Cooperative's website.

LIMITATION OF LIABILITY

The Cooperative and each of its directors, officers, affiliates, and employees that disclose Member-Customer Information, Member-Customer Usage Data, Personal Data or Aggregated Data to Member-Customers, 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.