

SECTION C – COMPANY RULES AND REGULATIONS

Part I – Applicable to All Customers

C10. CUSTOMER DATA PRIVACY

C10.1. Definitions

- A. "Anonymized Data" means any Consumption Data or Customer Account Information, from which all identifying information has been removed so that the individual data or information of a customer cannot be associated with that customer without extraordinary effort.
- B. "Aggregated Data" means any Consumption Data from two or more Customers combined so that an individual Customer's Consumption Data cannot be easily determined.
- C. "Contractor" means an entity or person performing a function or service under contract with or on behalf of the Company, including, but not limited to customer service, demand response, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing natural gas service.
- D. "Customer" means a purchaser of natural gas that is supplied or distributed by a utility for residential or Non-Residential purposes
- E. "Customer Account Information" means personally identifiable information including Personal Data and Consumption Data. Customer Account Information also includes information received by the Company from the Customer for purposes of participating in regulated utility programs, including, but not limited to, bill payment assistance, shutoff protection, renewable energy, demand-side management, load management, or energy efficiency.
- F. "Consumption Data" means customer specific gas usage data, or Weather Adjusted Data, including but not limited to ccf, Mcf, therms, dth, and other information that is collected by the gas meter by the Company and stored in its systems.
- G. "Informed Customer Consent" means, in the case where Written Consent **or Recorded Voice** is required: (1) the Customer is provided with a clear statement of 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) process by which the Customer may revoke consent. In no case shall silence by the Customer ever be construed to mean express or implied consent to a request by the Company, or its Contractors.
- H. "Personal Data" means specific pieces of information collected or known by the Company that merit special protection including the standard types of positive identification information used to establish an account. Personal Data includes, but is not limited to, name and address in conjunction with 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.
- I. "Primary Purpose" means the collection, use, or disclosure of information collected by the Company or supplied by the Customer in order to: (1) provide, bill, or collect for, regulated natural gas service; (2) provide for system or operational needs; (3) provide services as required by state or federal law or as specifically authorized by an order of the Commission; (4) plan, implement, or evaluate programs, products or services related to energy assistance, demand response, energy management, energy efficiency, or renewable energy by the Company or under contract with the Company, under contract with the 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.

Continued On Sheet No. 39.00

Issued August 17, 2020
Colleen Starring
President
Port Huron, MI



Effective for bills rendered on and after August 20, 2020. Issued under authority of the Michigan Public Service Commission dated August 20, 2020 in Case No. U-18361 and U-18485.

Continued From Sheet No 38.00.

C10.1. Definitions (Contd)

- J. "Secondary Purpose" means any purpose that is not a Primary Purpose.
- K. "Standard Usage Information" means the usage data that is made generally available by the gas utility to all similarly situated Customers on a regular basis, delivered by the gas utility in a standard format.
- L. "Third-party" means a person or entity that has no contractual relationship with the Company to perform services or act on behalf of the Company.
- M. "Weather Adjusted Data" means gas consumption data for a given period that has been normalized using the stated period's cooling degree days.
- N. "Written Consent" means written correspondence clearly communicating the Customer's intention to allow disclosure received through mail, facsimile, or email, and signed, either with ink or by means of electronic signature.
- O. "Recorded Voice Consent" means verbal consent clearly communicating the customer's intention to allow disclosure captured through a recorded phone line**

C10.2 Collection and Use of Data and Information

- A. The Company or its Contractors collect Customer Account Information, Consumption Data, and Personal Data as necessary to accomplish Primary Purposes only.
- B. The Company may collect and use Customer Account Information, Consumption Data, and Personal Data for Primary Purposes without Informed Customer Consent.
- C. Informed Customer Consent is necessary before collection, use, or disclosure of Customer Account Information, Consumption Data, and Personal Data for Secondary Purposes.
- D. The Company will not sell Customer Account Information, Consumption Data, and Personal Data 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 Customer Consent.

C10.3 Disclosure without Informed Customer Consent

- A. The Company shall disclose Customer Account Information, Consumption Data, or Personal Data when required by law or Commission requests or rules. This includes law enforcement requests supported by warrants or court orders specifically naming the 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 Customer Consent is not required for the disclosure of customer name and address to a provider of **a value-added program or service, regardless of whether that provider is a utility affiliate or other entity within the corporate structure, or to a value-added program or service competitor, in compliance with MCL 460.10ee(10)(a) and Mich Admin Code, R 460.10109(2).**
- C. The Company may disclose Customer Account Information, Consumption Data, or Personal Data in the context of a business transaction such as an asset sale or merger to the extent permitted by law.
- D. Informed Customer Consent is not required for the disclosure of Anonymized or Aggregated Data.

Continued On Sheet No.40.00

Issued August 17, 2020
Colleen Starring
President
Port Huron, MI



Effective for bills rendered on
and after August 20, 2020. Issued under
authority of the Michigan Public Service
Commission dated August 20, 2020 in
Case No. U- 18361 and U-18485.

Continued From Sheet No. 39.00

C10.4 Disclosure to Contractors

- A. The Company shall disclose only the necessary Customer Account Information, Consumption Data, or Personal Data to Contractors working on behalf of the company for Primary Purposes and any other function relating to providing natural gas services without obtaining Informed Customer Consent.
- B. Contracts between the Company and its Contractors specify that all Contractors are held to the same confidentiality and privacy standards as the Company, its employees, and its operations. These contracts also prohibit Contractors from using any information supplied by the Company for Secondary Purposes.
- C. The Company requires its Contractors who maintain 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 Customer Account Information, Consumption Data, and Personal Data from unauthorized access, destruction, use, modification, or disclosure. The data security procedures and practices adopted by the Contractor shall meet or exceed the data privacy and security policies and procedures used by the Company to protect Customer Account Information, Consumption Data, and Personal Data.
- D. The Company requires Contractors to return or destroy any Customer Account Information, Consumption Data, or Personal Data that is no longer necessary for the purpose for which it was transferred.
- E. The Company maintains records of the disclosure of customer data to Contractors in accordance with Company record retention policies and Commission rules. These records include all contracts with the Contractor and all executed non-disclosure agreements.
- F. A Customer may request that his or her Customer Account Information or Consumption Data be released to a Third-party of the Customer's choice. Once the Company verifies the Customer's request, the Company is not responsible for loss, theft, alteration, or misuse of the data by Third-parties or Customers after the information has been transferred to the Customer or the Customer's designated Third-party.

C10.5. Customer Access to Data

- A. Rule 53 (1) of the Consumers Standards and Billing Practices requires that a utility "shall provide to each customer, upon request, a clear and concise statement of the customer's actual energy usage, or weather adjusted consumption data for each billing period during the last 12 months, or both. A utility shall notify its customers at least once each year by whatever method is used to transmit the customers' bills, that a customer may request energy usage, or weather-adjusted consumption data, or both." Customers requesting to obtain such information for themselves or a Third-party may send a letter by standard mail to 1411 Third Street, Suite A, Port Huron MI 48060, or by electronic messaging either through the My Access Online account portal or by emailing customer.service@semcoenergy.com. Oral requests recorded through the Company's call center at 1-800-624-2019 will also be accepted for Customers requesting their own information.

Continued On Sheet No. 41.00

Continued From Sheet No. 40.00

C10.5. Customer Access to Data (Contd)

- B. Customers have the right to share their own Customer Account Information, Consumption Data, or Personal Data 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. The Company is not responsible for unauthorized disclosure or use of this information by a Third-party. A Third-party requesting Consumption Data must first obtain Informed Customer Consent. After having received consent, a Third-party may submit an electronic request to customer.service@semcoenergy.com, including a request for information form downloaded from the Company's website to verify to the Company that such consent has been obtained. The Third-party is responsible for validating the legitimacy of the consent.
- C. The Company will make a reasonable effort to respond to requests for information as soon as possible and within 10 business days of being contacted by the Customer or a Third-party authorized by the Customer. Data will be provided in Excel or CSV format and may be delivered via encrypted email, secure file transfer, or hard copy. The Company shall not provide information to a Customer or designated Third-party that the Company considers proprietary or used for internal Company business.
- D. Customers have the opportunity to request corrections or amendments to Customer Account Information or Personal Data that the Company collects, stores, uses or distributes.
- E. Fulfilling certain requests for data in accordance with the provisions of this tariff is consistent with the provision of normal utility service to our Customers. 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 Company within the parameters of this Customer Data Privacy Tariff. The costs of fulfilling any special requests shall be borne solely by the Customer, and be based on the specifics of the data request and the associated costs of developing, processing, and transmitting the requested data.

C10.6. Customer Notice of Privacy Policies

- A. Notice of the Company's privacy policies is prominently posted on the Company's website. The notice includes a customer service phone number and internet address where Customers may direct additional questions or obtain additional information regarding how to obtain customer data or more information about the Company's privacy policies and procedures.
- B. The Company shall provide a written copy of these privacy policies upon Customer request.

C10.7. Limitation of Liability

- A. The Company and each of its directors, officers, affiliates, and employees that disclose Customer Information, Consumption Data, Personal Data, Anonymized Data or Aggregated Data to Customers, Contractors, or Third-parties as provided in this tariff, shall not be liable or responsible for any claims for loss or damages resulting from such disclosure.

Continued On Sheet No. 42.00

Continued From Sheet No. 41.00

C10.8. Indemnity

- A. Third-party requesting information is required to verify to the Company that they have received Informed Customer Consent prior to submitting the request. The Third-party is responsible for validating the consent. The Third-party will be required to assume responsibility for and indemnify and hold the Company, its officers, agents and employees harmless from and against all losses, liabilities, claims, injuries, demands, payments, actions, legal proceedings, recoveries, costs, expenses, fines, attorney fees, settlements, judgments, orders and decrees of every nature and description brought or recovered against, or incurred by the Company resulting from the misuse of data supplied or as a result of the failure to obtain and validate Informed Customer Consent.

Request for Information

All fields below are required.



Third Party Requestor:

INFORMATION REQUESTED

Begin Date:	End Date:	Frequency:			Consumption Format:	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Monthly	Annually	Total Consumption	Therms	CCF

CUSTOMER INFORMATION (if multiple customers, supply all required information in an attached Excel file)

First Name:	Last Name:	SEMCO Account Number (excluding dashes and dots):			
Service Address:	City:	State:	Zip:		

ACKNOWLEDGMENT:

Informed Customer Consent, as defined in SEMCO ENERGY Gas Company's (SEMCO) data privacy tariff, has been obtained from the customer(s) for whom this data request is extended and has been validated by the requestor. Data supplied by SEMCO will be limited to consumption for the customer(s) whose Informed Customer Consent was obtained and validated by the Third-party Company identified above (Third-party). Additional protected customer information will not be disclosed by SEMCO. Consumption data will be limited to the time-frame identified above and will not extend beyond the tenancy of the customer. Additional time periods will require new consent.

INDEMNITY:

On behalf of itself and its employees, representatives, contractors, subcontractors and agents, the Third-party assumes all responsibility for and shall indemnify and hold SEMCO, its officers, agents and employees harmless from and against all losses, liabilities, claims, injuries, demands, payments, actions, legal proceedings, recoveries, costs, expenses, fines, attorney fees, settlements, judgments, orders and decrees of every nature and description brought or recovered against, or incurred by, the Third-party and/or its employees, representatives, contractors, subcontractors and agents, SEMCO, SEMCO's officers, agents or employees, or any or all of them, by reason of any: (a) failure to obtain Informed Customer Consent as defined in SEMCO's data privacy tariff, (b) failure to validate the consent, (c) use of customer data provided as a result of this agreement or any actions, injuries or damages as a result of the Third-party's use of the customer data provided as a result of this agreement, (d) breach of the Third-party's data security or loss of data, electronic or any other media, containing SEMCO's or SEMCO's customer's information provided to the Third-party as a result of this agreement. Without limiting the foregoing, the Third-party shall pay for all expenses, costs, attorney fees, etc., to defend any suit or proceeding, through the appellate process and to completion, brought against SEMCO for any of the above-named reasons, exception for the sole negligence of SEMCO.

By signing below I confirm I have the authority to submit this request for information and agree to the terms above on behalf of the Third-party as it applies to all SEMCO customers for which information is being requested.

Third-Party Authorized Representative- Signature

Date of Request:

Printed Name

Title