

BOARD POLICY 124

WEBSITE AND MEMBERSHIP PRIVACY

I. OBJECTIVE

To inform members and users of the Lea County Electric Cooperative, Inc. website about the collection, storage, sharing and use of their personal information.

II. POLICY CONTENT

Website and Membership Privacy Statement

- A. The website is owned by Lea County Electric Cooperative, Inc. (LCEC). LCEC respects user privacy and trust that our Website and Membership Privacy (“Privacy Policy”) will underscore LCEC’s commitment to all users.
- B. The Privacy Policy describes the fair information practices that govern the collection, maintenance, use, and disclosure of personal information on the LCEC website, www.lcecnet.com and employee-only (intranet) portion of the site.
- C. This Privacy Policy is designed to help users understand how LCEC collects and uses the information the user decides to share and to help user make informed decisions when providing personal information to LCEC. Additionally, this Privacy Policy describes LCEC’s use of personal information (as defined and described below), our commitment to information security, and how LCEC may make changes to this Privacy Policy from time to time.

III. TERMS AND CONDITION

- A. By accessing and using the LCEC website, any of its pages, or any of its content, user agrees with, and agrees to be bound by and subject to: (i) all terms and conditions set forth herein; (ii) all provisions of the Legal Disclaimer that is also posted on the LCEC website and which is incorporated herein; and (iii) all applicable laws and regulations. Please read the following information carefully. If you do not agree, do not access or use this website.
- B. Examples of General Terms and Conditions – Attachment A
- C. SmartHub SMS Terms and Conditions – Attachment B

IV. COLLECTION PRACTICES

- A. Except as otherwise provided in this Privacy Policy, LCEC does not collect personal information about users through this website unless the user voluntarily provides it. LCEC may collect personal information when user creates or makes changes to their online account, responds to surveys, contacts LCEC via the web, or completes any transaction with LCEC online. For example, if user chooses to use online member

services including account access, e-billing, and product or service enrollment, user will be asked to provide personal information.

- B. At any time, the user may choose not to provide their personal information or may choose to discontinue their use of the LCEC website. However, if the user chooses to “opt-out” of providing personal information, LCEC may not be able to provide the information or services the user desires. Note also that even if the user chooses not to have an online account with LCEC, LCEC will still store some personal information in our billing system if user is an LCEC member. If user chooses not to provide personal information, LCEC may be unable to provide user with service or complete user’s transaction.
- C. Personal information is information that identifies the user specifically. Examples of information the user may voluntarily provide to LCEC using this website includes:
 - Name
 - Email Address
 - Address
 - Phone number(s)
 - Member account number
 - Bank account and/or credit/debit card numbers for online bill payment
 - Social security number (full or partial)
 - Other unique identifiers that user provides such as an account password
- D. If user asks detailed questions or requests specific information or services, user may be asked to supply personal information. This may include, for example, identifying topics of interest, providing home/office addresses, and filling out account information for billing questions.
- E. Additionally, user may request to receive a text message relating to service. LCEC will only use the mobile number user provides to transmit service information to the user. Standard message and data rates may apply according to user’s cellular plan or prepaid conditions.
- F. LCEC reserves the right in its sole discretion to discontinue providing any or all electronic services to users of the website.

V. AUTOMATIC COLLECTION OF INFORMATION

- A. To improve the LCEC website and to ensure that we continue to provide information useful to user(s), LCEC collects, through the use of “cookies” and other technologies, information such as: the number of visits to our website, the amount of time visitors spend on the website, the number of pages viewed, and the domains from which users visit the LCEC website.
- B. Most web browsers can be set to inform a user of when a cookie has been sent and provide the user with the opportunity to refuse that cookie. However, if the user chooses to have their browser refuse cookies, it is possible that some areas of the LCEC website will not function as effectively.

VI. USES AND DISCLOSURES

- A. LCEC uses its website to provide services and information to its Cooperative members, its employees, and members of the public by using information collected to provide the services the user requests and to support LCEC business functions.
- B. Information may be used to:
- Fulfill the user's requests and to communicate about the requests.
 - Help user to find quickly and/or receive information about LCEC's or one of its affiliated cooperatives.
 - Register and service user account.
 - Provide member service.
 - Alert user to LCEC updated information and services and provide more complete services and webpage content.
 - Protect the security of LCEC website and business.

VII. INFORMATION SHARING

- A. LCEC does not sell or provide user's personal information to unaffiliated companies for commercial purposes unrelated to LCEC's business.
- B. LCEC may, however, share personal information for legitimate business purposes, including without limitation, the following:
- Sharing information of LCEC's member or parent cooperatives, subsidiaries, or affiliates, unless prohibited by law or regulation.
 - Making information available to third parties and/or service providers who are providing the product(s), service(s), or information user requested. These third parties are not allowed to use the personal information except for the purpose of providing these product(s) and /or services.
 - Making information available to third parties who are providing service(s) to LCEC or its subsidiaries or affiliates (e.g., third-parties performing credit card processing, credit reporting agencies, electronic bill payment services, or debt collection services). These companies are authorized to use personal information only as necessary to provide these services to LCEC.
 - Undergoing business transitions. In the event LCEC experiences a business transition, such as a merger or acquisition, or selling a portion of its assets, personal information will, in most instances, transfer as part of the assets.
 - Forming a good-faith belief that disclosure of information is necessary to protect the rights and property of LCEC and/or its member cooperatives, subsidiaries, affiliates, or members.
 - Disclosing information when allowed or required by law or regulation or when LCEC legal counsel has a good-faith belief that a subpoena or court order requires the discloser.

VIII. INFORMATION SECURITY

- A. LCEC uses reasonable information security safeguards and techniques to protect the information users provide. When users submit sensitive information via this website, the information is protected both during transmission and in storage. User information is stored on secure servers protected inside controlled facilities.
- B. Unfortunately, no information can be guaranteed to be 100 percent secure. Accordingly, LCEC cannot give an absolute assurance the information the user provides will be secure at all times.
- C. LCEC does not have any responsibility whatsoever for the secure and effective operation of a) user's computer systems (including, but not limited to desktops, laptops, handheld devices, IOS devices, and networks), or b) any software installed on a computer systems that are used to access this website and LCEC services. User is responsible for maintaining the strict confidentiality of user's account password and any website login or user ID information. User shall be responsible for any access to or use of the website by user or any person or entity using user's password, login or user ID, whether or not such access or use has been authorized by or on behalf of user.

IX. CHILDREN'S PRIVACY

- A. While LCEC's website contains energy-related information and entertainment that may be of educational value to children, no personal information has to be entered in order for user to use those features.
- B. LCEC does not knowingly permit persons under the age of 13 to register or provide personally identifiable information (or any other personal information) through our website or other services, and the provision of personal information by children through our website or other services is strictly prohibited.
- C. Parents are encouraged to supervise and participate in their children's access to the LCEC website.

X. AGGREGATE OR GENERIC INFORMATION

- A. This Privacy Policy does not apply to aggregate and/or generic information that does not identify the user or any individual.
- B. LCEC reserves the right to share non-personal information with third parties for any reason unless prohibited by law or regulation.

XI. PRIVACY POLICY CHANGES

- A. LCEC may change this Privacy Policy without notice and changes will be posted to the LCEC website accordingly.
- B. Users are encouraged to visit the website periodically to review the current Privacy Policy.

- C. Use of the LCEC website after the posting of a revised Privacy Policy constitutes user's agreement with the revised policy.
- D. This Privacy Policy is not intended to and does not create any contractual or legal rights in or on behalf of any party.

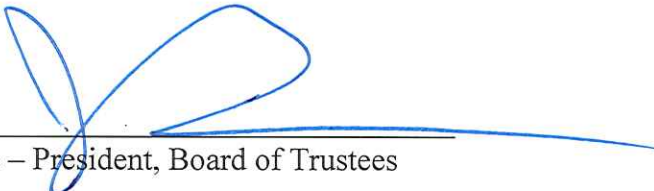
XII. Questions and Disputes

- A. The Privacy Policy is maintained and supervised by LCEC.
- B. Questions about the policy may be directed to the main office.
- C. Management will work to resolve any questions or problems that arise regarding the use of member/consumer/user information.

XIII. RESPONSIBILITY

- A. The general manager is responsible for assuring that this policy is carried out as intended.

ADOPTED BY THE BOARD OF TRUSTEES ON: May 31, 2018



Signature – President, Board of Trustees

ATTACHMENT A Terms and Conditions

General Terms and Condition

By your use of this website, you are agreeing to comply with and be bound by the terms and conditions of its use together with Lea County Electric Cooperative (LCEC) policy statements relating to member information and privacy.

The term 'LCEC' or 'us' or 'we' refers to the owner of the website whose registered office is located at 1300 W. Avenue D, Lovington, New Mexico. The term 'you' refers to the user or viewer of this website.

The use of this website is subject to the following terms and conditions of use:

1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
2. LCEC does not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.
3. Users of this website acknowledge that such information and materials at this website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
4. All LCEC Board approved policies relating to member information and privacy apply to the information contained and presented at this website.
5. If user disagrees with any part of the terms and conditions, please do not use the LCEC website. By continuing in using the website, user acknowledges acceptance of Terms and Conditions.

AMI Data Presentment Description and Use Restrictions

This site contains information ("Data") that is automatically reported by your meter and associated equipment (the "automated metering infrastructure" or "AMI"). LCEC employed a rigorous process of evaluating the methods available for collecting and processing Data of this sort, various AMI systems available on the market, and the expertise and experience of AMI vendors, and we, therefore, believe that the data to be reasonably accurate and reliable.

However, technical limitations, human error, sampling methodology, equipment failure, and other events could cause the data, at times, to be inaccurate or incomplete.

Furthermore, because the standard time intervals displayed on this site may not correlate exactly to the time intervals at which successful readings are received from your meter, the Data displayed may consist of or include historical data that was previously unavailable, averages or other estimates, or cumulative totals.

Consequently, the data cannot at all times be used to accurately calculate your bill and it may on occasion provide an inaccurate or incomplete depiction of usage during time periods when actual energy usage measurements were not received. Prior to calculating your bill, LCEC will subject all Data to LCEC's quality control procedures.

The user of the Data contained herein assumes the entire risk related to its use. By accessing the Data, you agree that LCEC shall not be liable for: (1) any errors, omissions, or other defects in the Data, (2) any delays or interruption in the Data (or your access to the Data); (3) any direct, indirect, incidental, consequential, special or exemplary damages or loss resulting from any use or misuse of the Data.

ATTACHMENT B
Short Message Service (SMS) Terms and Conditions

SmartHub SMS Notification

National Information Solutions Cooperative, herein referred to as “NISC” along with its affiliated Member – Lea County Electric Cooperative, herein referred to as “Provider”, provide subscription-based messaging in the form of Short National Information Solutions Cooperative, herein referred to as “NISC”, along with its affiliated Message Service or text messaging, herein referred to as “SMS”. SMS includes the delivery of electronic communications to a mobile device owned or used by a customer of Provider, herein referred to as “Customer.” NISC may use automated technology to distribute messages to a mobile device directly or through the use of a third party agent.

Registration

Sign up for SMS Alerts occurs through SmartHub. Customer may enroll themselves in SMS notification programs to receive information from Provider about the service they receive from Provider, their billing account with Provider, or proactive information regarding service issues which may be considered emergency or non-emergency events. Enrollment in messaging is not a contract for service and Provider may not deny nor approve service based on a customer decision to enroll in notification programs. Provider may terminate your enrollment in notification programs at any time without consent for any reason they deem necessary.

Fees

Provider does not bill a separate charge for this service; however, message and data rates may apply from your mobile carrier. Subject to the terms and conditions of your mobile carrier, you may receive SMS sent to your mobile phone. By providing your consent to participate in this program, you approve any such charges from your mobile carrier. Charges for SMS may appear on your mobile phone bill or be deducted from your prepaid balance. Provider may send recurring messages.

Privacy Policy

NISC and Provider are committed to building user trust and confidence by promoting and complying with the use of business practices that help protect the privacy of the customer and their data. NISC does not share information with third parties regarding the registration, types of notifications, or any other personally identifiable information. NISC and Provider may collect certain information related to the types of notifications sent to customer, analysis of the receipt of a message, and any other non-personally identifiable information deemed necessary to improve the notification service.

Discontinuation of Service and Help

Customer may elect at any time to discontinue their SMS alerts by replying 'STOP' to 768482 for each associated mobile number that has been registered. Alternatively, customer may also unenroll from alerts through their Provider's SmartHub or Web-based electronic billing application. Customer may receive assistance by calling their Provider directly, replying to SMS with the words HELP, or by e-mailing smarthub@nisc.coop with a description of the request.

Terms of Use

By enrolling to receive notifications, Customer is responsible for all costs associated with receiving SMS. Notifications are informational only, and no warranty is provided as a result of enrolling. NISC nor Provider will be responsible for any loss or damage that could result from interception by third parties of any information made available to you via SMS. NISC nor Provider guarantees the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose.