



A CMS Energy Company

August 13, 2018

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RE: MPSC Case No. U-18485 – In the matter, on the Commission's own motion, to process data privacy tariffs filed in compliance with Mich Admin Code, R 460.153 for approval.

Dear Ms. Kale:

Enclosed for electronic filing in the above-captioned case, please find **Consumers Energy Company's Revised Data Privacy Tariffs**. These tariffs are being filed in compliance with Mich Admin Code, R 460.153 of the Michigan Public Service Commission's Consumer Standards and Billing Practices for Electric and Natural Gas Service.

The attached Revised Data Privacy Tariffs include:

- Updated Definitions;
- Added a reference to Rule 53 of the MPSC's Consumers Standards and Billing Practices for Electric and Natural Gas Service; and
- Modified the response time for information requests.

Additionally, to better serve customers in the future, updated Green Button and Green Button Connect functionality is scheduled to be available for Consumers Energy's customers in the third quarter of 2019. The specifics of the rollout plan will be defined by the end of 2018. The Company will provide the MPSC Staff with quarterly updates on the roll out of the Green Button and Green Button Connect functionality.

This is a paperless filing and is therefore being filed only in PDF.

Sincerely,

Anne M. Uitvlugt

**SECTION C – PART IV
COMPANY RULES AND REGULATIONS
(FOR ALL CUSTOMERS)**

INTENT OF SECTION C - PART IV

These Company Rules and Regulations for all customers are not to supersede but are in addition to Rule B1., Technical Standards for Electric Service; Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service; Rule B5., Underground Electric Lines; Rule B6., Electrical Supply and Communication Lines and Associated Equipment; Rule B7., Rules and Regulations Governing Animal Contact Current Mitigation (Stray Voltage); Rule B8., Electric Interconnection and Net Metering Standards; and Rule B9., Service Quality and Reliability Standards for Electric Distribution Systems.

C17. CUSTOMER DATA PRIVACY

C17.1. Definitions

- A. "Aggregated 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. "Contractor" means an entity or person performing a function or service under contract with or on behalf of the Company, including customer service, demand response, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing electric service.
- C. "Customer" means a purchaser of electricity that is supplied or distributed by a utility for residential or Non-Residential purposes.
- D. "Customer Account Information" means ~~individually~~ *personally* identifiable information including customer address, contact information, payment history, account number, and amount billed. 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.
- E. "Consumption Data" means customer specific electric usage data, *or weather adjusted data*, including but not limited to kW, kWh, voltage, var, power factor, and other information that is collected by the electric meter by the Company and stored in its systems.
- F. "Informed Customer Consent" means, in the case where consent 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. Customer consent may be documented in writing, electronically, or through recording of an oral communication.
- G. "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.
- H. "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 electric service; (2) provide for system, grid, 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 from Sheet No. C-56.00)

C17. CUSTOMER DATA PRIVACY (Contd)

C17.1. Definitions (Contd)

- I. "Secondary Purpose" means any purpose that is not a Primary Purpose.
- J. "Standard Usage Information" means the usage data that is made generally available by the electric utility to all similarly situated Customers on a regular basis, delivered by the electric utility in a standard format.
- K. "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.
- L. *"Weather Adjusted Data" means gas consumption data for a given period that has been normalized using stated period's heating or cooling degree days.*
- M. *"Written Consent" means a signed form with the customer's signature received by the Company through mail, facsimile, or email. A customer may also digitally sign a form that is transmitted to the Company.*

C17.2 Collection and Use of Data and Information

- A. The Company collects 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.

C17.3 Disclosure without Informed Customer Consent

- A. The Company shall disclose Customer Account Information, Consumption Data, or Personal Data when required by law or Commission 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 appliance repair services in compliance with MCL 460.10a(9)(a), or to otherwise comply with the Code of Conduct.
- 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.

C17.4 Disclosure to Contractors

- A. The Company only shares information in the smallest increment necessary for the Contractor to provide service to the Company. When practical, the Company shall only provide ~~a~~Aggregated ~~d~~Data to a Contractor.
- 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.

(Continued on Sheet No. C-58.00)

(Continued from Sheet No. C-57.00)

C17. CUSTOMER DATA PRIVACY (Contd)

C17.4 Disclosure to Contractors (Contd)

- D. The Company requires Contractors to return or destroy 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.

C17.5. Customer Access to Data

- A. *Michigan Administrative Code, R 460.153 (Rule 53) of the Commission's Consumer Standards and Billing Practices for Electric and Natural Gas Service provides for Customer access to consumption data and confidentiality for that data.* The Customer has a right to know what Customer Account Information, Consumption Data, or Personal Data the Company maintains about the Customer. *The Customer can access their Customer Account Information, Consumption Data, or Personal Data by either contacting the utility by telephone, or by creating an online profile on the homepage of the Company's website.*

If the Customer chooses to use the Company's website to obtain their Customer Account Information, Consumption Data, or Personal Data, then the Customer is required to go to the homepage of the Company's website and create an online profile that will register the address in the Company's system to the Customer. Once the online profile is created, the Customer can select their address to download their data, or view it in a tabular .CSV format.

If the Customer chooses to contact the utility by telephone, the Company will verify the Customer and provide them with their Customer Account Information, Consumption Data, or Personal Data either by phone, electronically in a .CSV format, or in a tabular hardcopy format. The Customer can sign, scan, and email the hardcopy form to the Company; the Company will contact residential customers to validate their information. The Company shall not provide information to a Customer that the Company considers proprietary or used for internal Company business. The Company will make a reasonable effort to respond to requests for this information within 10 business days of being contacted by the Customer.

- 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. *The Customer must provide the Company with signed Written Consent via a Standard Company form that authorizes a Third-party access to their Customer Account Information, Consumption Data, or Personal Data. This form can be provided to the customer upon request by telephone or downloaded from the Company's website. Once Informed Customer Consent has been received and validated, the Company shall release the requested customer data to the specific Third-party within 10 business days.* The Company is not responsible for unauthorized disclosure or use of this information by a Third-party.
- C. Customers have the opportunity to request corrections or amendments to Customer Account Information or Personal Data that the Company collects, stores, uses or distributes. Requests of this nature shall be made in writing.
- D. 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 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.

C17.6. 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. Customers receive a copy of the privacy policy upon initiating utility service with the Company. The Company shall provide a written copy of these privacy policies upon Customer request.

C17.7. Limitation of Liability

The Company and each of its directors, officers, affiliates, and employees that disclose Customer Information, Consumption Data, Personal 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 From Sheet No. E-4.00)

E1. GENERAL PROVISIONS AND DEFINITIONS (Contd)

E1.7 Compensation for Failure to Meet Tariff Obligations or Performance of Duties

The ROA Customer or Retailer shall compensate the Company for any and all third-party costs incurred by the Company as the result of the ROA Customer's or Retailer's failure to meet any of its obligations under this Section F and the applicable ROA Rate Schedule.

The Company shall compensate the Retailer and their customers for third-party costs caused by the Company's failure to perform its duties.

E1.8 Termination or Cancellation of Contract

The applicable provisions of this ROA Service Tariff, any contract required under the Applicable FERC Open Access Tariff and any ROA Service Contract entered into under this tariff shall continue in effect after termination or cancellation thereof to the extent necessary to provide for final billing, billing adjustments and payments. Notwithstanding the above, if the ROA Service tariff, any contract required under the Applicable FERC Open Access Tariff or any ROA Service Contract is terminated prior to the end of its initially contemplated term, for reasons other than breach by the Company, the ROA Customer or Retailer shall be required to pay the applicable charges pursuant to the applicable tariff and contract.

E1.9 Meter Errors, Billing Errors and Telephone or Other Communication Link Failures

Rule B2., Consumer Standards for Electric and Natural Gas Service, R 460.115, Meter accuracy and errors shall be applicable for meter errors, meter malfunctions and billing errors. If the ROA Customer's meter is unable to be read due to a telephone or other communication link failure, the rules for billing errors apply.

Where incorrect billing results from a calculation error discovered by either the Company, the Retailer, or the ROA Customer, the error will be corrected and a revised bill for the ROA Customer and/or Retailer will be calculated and settled on the next billing period after the error is discovered.

E1.10 Release of Customer Information

A. Non-Residential Customers

The Company will not release any customer specific data to a Retailer or third party without signed authorization from the ROA Customer on the ROA Customer's letterhead. The authorization should include all relevant Customer information, as well as the party to be authorized to receive the information, the information authorized to be released, and the duration of the authorization. ~~not exceeding 24 months.~~

B. Residential Customers

The Company will not release any customer specific data to a Retailer or third party. The specific Customer may contact the Company to obtain their data and provide it to the Retailer or third party.

(Continued on Sheet No. E-6.00)

**SECTION C – PART IV
COMPANY RULES AND REGULATIONS
(FOR ALL CUSTOMERS)**

INTENT OF SECTION C - PART IV

These Company Rules and Regulations for all customers are not to supersede but are in addition to Rule B1., Technical Standards for Gas Service and Rule B2., Consumer Standards and Billing Practices for Electric and Natural Gas Service.

C17. CUSTOMER DATA PRIVACY

C17.1. Definitions

- A. "Aggregated 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. "Contractor" means an entity or person performing a function or service under contract with or on behalf of the Company, including customer service, demand response, energy efficiency programs, payment assistance, payroll services, bill collection, or other functions related to providing natural gas service.
- C. "Customer" means a purchaser of natural gas that is supplied or distributed by a utility for residential or Non-Residential purposes
- D. "Customer Account Information" means *individually personally* identifiable information including customer address, contact information, payment history, account number, and amount billed. 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.
- E. "Consumption Data" means customer specific electric usage data, *or weather adjusted data*, including but not limited to kW, kWh, voltage, var, power factor, and other information that is collected by the electric meter by the Company and stored in its systems.
- F. "Informed Customer Consent" means, in the case where consent 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. Customer consent may be documented in writing, electronically, or through recording of an oral communication.
- G. "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.
- H. "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, grid, 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 from Sheet No. C-60.00)

C17. CUSTOMER DATA PRIVACY (Contd)

C17.1. Definitions (Contd)

- I. "Secondary Purpose" means any purpose that is not a Primary Purpose.
- J. "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.
- K. "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.
- L. *"Weather Adjusted Data" means gas consumption data for a given period that has been normalized using stated period's heating or cooling degree days.*
- M. *"Written Consent" means a signed form with the customer's signature received by the Company through mail, facsimile, or email. A customer may also digitally sign a form that is transmitted to the Company.*

C17.2 Collection and Use of Data and Information

- A. The Company collects 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.

C17.3 Disclosure without Informed Customer Consent

- A. The Company shall disclose Customer Account Information, Consumption Data, or Personal Data when required by law or Commission 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 appliance repair services in compliance with MCL 460.10a(9)(a), or to otherwise comply with the Code of Conduct.
- 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.

C17.4 Disclosure to Contractors

- A. The Company only shares information in the smallest increment necessary for the Contractor to provide service to the Company. When practical, the Company shall only provide aggregated data to a Contractor.
- 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.

(Continued on Sheet No. C-62.00)

(Continued from Sheet No. C-61.00)

C17. CUSTOMER DATA PRIVACY (Contd)

C17.4 Disclosure to Contractors (Contd)

- 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.

C17.5. Customer Access to Data

- A. *Michigan Administrative Code, R 460.153 (Rule 53) of the Commission's Consumer Standards and Billing Practices for Electric and Natural Gas Service provides for Customer access to consumption data and confidentiality for that data. The Customer has a right to know what Customer Account Information, Consumption Data, or Personal Data the Company maintains about the Customer. The Customer can access their Customer Account Information, Consumption Data, or Personal Data by either contacting the utility by telephone, or by creating an online profile on the homepage of the Company's website.*

If the Customer chooses to use the Company's website to obtain their Customer Account Information, Consumption Data, or Personal Data, then the Customer is required to go to the homepage of the Company's website and create an online profile that will register the address in the Company's system to the Customer. Once the online profile is created, the Customer can select their address to download their data, or view it in a tabular .CSV format.

If the Customer chooses to contact the utility by telephone, the Company will verify the Customer and provide them with their Customer Account Information, Consumption Data, or Personal Data either by phone, electronically in a .CSV format, or in a tabular hardcopy format. The Customer can sign, scan, and email the hardcopy form to the Company; the Company will contact residential customers to validate their information. The Company shall not provide information to a Customer that the Company considers proprietary or used for internal Company business. The Company will make a reasonable effort to respond to requests for this information within 10 business days of being contacted by the Customer.

- 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. *The Customer must provide the Company with signed Written Consent via a Standard Company form that authorizes a Third-party access to their Customer Account Information, Consumption Data, or Personal Data. This form can be provided to the customer upon request by telephone or requested from the Company's website. Once Informed Customer Consent has been received and validated, the Company shall release the requested customer data to the specific Third-party within 10 business days.* The Company is not responsible for unauthorized disclosure or use of this information by a Third-party.
- C. Customers have the opportunity to request corrections or amendments to Customer Account Information or Personal Data that the Company collects, stores, uses or distributes. Requests of this nature shall be made in writing.
- D. 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 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.

C17.6. 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. Customers receive a copy of the privacy policy upon initiating utility service with the Company. The Company shall provide a written copy of these privacy policies upon Customer request.

C17.7. Limitation of Liability

The Company and each of its directors, officers, affiliates, and employees that disclose Customer Information, Consumption Data, Personal 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.