

**ENERGY ASSISTANCE PORTAL  
AUTHORIZATION FOR RELEASE OF INFORMATION**

I, \_\_\_\_\_, understand that \_\_\_\_\_ (“Agency”) has, at my request and for my benefit, requested access to my electric service account through the Energy Assistance Portal maintained by Southern Company or one of its affiliates (Alabama Power, Gulf Power, Mississippi Power, or Georgia Power) and other Southern Company affiliates involved in providing electric service.

I hereby authorize the disclosure of my account information, including, without limitation, my name, address, billing and payment information and history, electric service rate and usage information, and any other personally identifiable information “PII” and other information, to Agency through its designated company representative, \_\_\_\_\_. I further authorize any Southern Company affiliates and their representatives to discuss my account information with the Agency. This authorization and release applies to any and all of my electric service accounts, whether current or past accounts, including, without limitation, any accounts which are specifically identified below:

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I understand that Agency will use this information for purposes of determining eligibility for charitable stipends towards electric service. The Agency will be issued its own User ID or Password, which it may use to obtain access to my account information, including, without limitation, my name, address, billing and payment information and history, electric service rate and usage information, and any other personally identifiable information “PII” and other information,. I hereby acknowledge and agree to the Agency’s access to and use of such information.

LIMITATION OF LIABILITY. IN NO EVENT WILL WE OR OUR SUBSIDIARIES, OR ANY OF OUR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR ACCESS (OR THE AGENCY’S USE OR ACCESS), OR INABILITY TO USE OR ACCESS (OR THE AGENCY’S INABILITY TO USE OR ACCESS), THE WEB SITES, OR ANY LINKED WEB SITES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE SAME, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE OR SOFTWARE FAILURES OR LOSSES OF ANY KIND. IN NO EVENT WILL WE OR OUR SUBSIDIARIES, OR ANY OF OUR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS’ TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEB SITES. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification. To the fullest extent permit by law, you agree to defend, indemnify and hold harmless us and our subsidiaries, and any of our respective directors, officers, employees and agents from and against all claims and expenses, including attorneys’ fees, arising out of the Agency’s access to, use of, or disclosure of your information.

I understand that:

- I may keep a copy of this form after I sign it, and I may request a copy from Agency.
- I may revoke this authorization at any time by notifying Agency and Company in writing, as described below. This will not affect any action Agency took before they received the revocation.
- I may refuse to sign this authorization. However, I understand that the information is needed to enable Agency to provide the assistance contemplated by this authorization, and that the Agency’s ability to assist may be prevented or impacted if I do not sign this form.

**SECTION A: APPLICANT READS AND COMPLETES THIS SECTION ONLY IF HE/SHE IS THE ACCOUNT HOLDER**

I hereby authorize the above named utility and this agency to disclose pertinent information regarding my account to agencies that may provide me financial assistance, either directly or through established agencies participating through the applicable state's LIHEAP program. I do hereby authorize any person or agency and/or company representative, having knowledge of the information relating to myself and members of my household, to furnish any requested information, including confidential information, to any duly authorized agent of the applicable community action agency, state agency or division, or other organization.

I understand that the purpose disclosures to participating LIHEAP agencies is solely for federal reporting purposes and does not determine my eligibility for assistance. I further understand that some of the information the above named utility may provide to this agency may be considered confidential, but hereby consent to such disclosures. I also understand that the above named utility does not and will not have control over any account information provided to agencies pursuant to this Authorization, and I hereby hold the utility harmless for any claim related to the account information provided. All information is accurate to the best of my knowledge. I further acknowledge and agree that the agency may verify information contained in the payment assistance application, including the utility account for which I am seeking assistance.

Account Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION B: APPLICANT READS AND COMPLETES THIS SECTION ONLY IF HE/SHE IS NOT THE ACCOUNT HOLDER**

As applicant for payment assistance for the above named utility account, I hereby confirm, under penalty of perjury, that I am an Authorized Representative on behalf of the Account Holder and I have authority to initiate this assistance application on his/her behalf. This may be confirmed at the agency's discretion, by contacting the Account Holder. I, and the Account Holder, understand that the purpose of disclosures to participating LIHEAP agencies is solely for federal reporting purposes and does not determine my eligibility. I further understand that some of the information the above named utility may provide to this agency may be considered confidential, and I represent and warrant that I have obtained the necessary informed consent from the Account Holder for such disclosures. I also understand that the above named utility does not and will not have control over any account information provided to agencies pursuant to this Authorization, and I hereby hold the utility harmless for any claim related to the account information provided. All information is accurate to the best of my knowledge. I acknowledge and agree that the agency may verify information contained in the payment assistance application, including the utility account for which I am seeking assistance, and represent and warrant that I have obtained the necessary informed consent from the Account holder for the agency to access such information for verification purposes.

Applicant's Name (Not Account Holder): \_\_\_\_\_

Applicant's Phone Number: \_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION C: FOR COMMUNITY ACTION AGENCY USE ONLY**

Agency must maintain this form in the Applicant's file and make it available to the state office or utility vendor of record upon request, for accounting and auditing purposes.

Agency Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Agency Representative Name: \_\_\_\_\_

Agency Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_