## ENERGY ASSISTANCE PORTAL AUTHORIZATION FOR RELEASE OF INFORMATION

| 1, understand that ("Agency") has, at my request and  |  |  |
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| for my benefit, requested access to my electric service account through the Energy Assistance Portal maintained   |  |  |
| by Southern Company or one of its affiliates (including but not limited to Alabama Power, Gulf Power, Mississippi |  |  |
| Power, or Georgia Power) and other Southern Company affiliates (collectively or individually, "Utility") involved |  |  |
| in providing electric service.  |  |  |
| , and the support the laction of the first of the contribution to with making the first and the section and the   |  |  |
| I hereby authorize Utility to disclose my account information to Agency through Agency's designated company       |  |  |
| representative, 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 further authorize Utility 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:   |  |  |
| I understand that some  |  |  |
| of this information may be considered confidential, but hereby consent to such disclosures.                       |  |  |

I understand that Agency may use this information for reporting purposes as well as for determining eligibility for assistance, as applicable. I also understand that Utility does not and will not have control over any account information provided to Agency pursuant to this Authorization. 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. The Agency will be issued its own User ID or Password, which it may use to obtain access to the account information described above. I hereby acknowledge and agree to the Agency's access to and use of such information. In addition to authorizing the Agency's direct access, I further authorize Utility and/or its designated 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 Agency for the same purposes described above.

IF I AM NOT THE ACCOUNT HOLDER, 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 represent and warrant that I, and the Account Holder, understand the purposes of disclosure as described above and that I have obtained the necessary informed consent from the Account Holder for such disclosures, for the scope of use of the information disclosed. All information is accurate to the best of my knowledge.

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.

<u>Indemnification</u>. To the fullest extent permitted by law, I (on my own behalf or as the duly authorized representative of the Account Holder), agree to defend, indemnify, and hold harmless Utility and its subsidiaries

or affiliates, 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 <u>and</u> Utility in writing at the contact information provided below. This will not affect any action Agency or Utility took before they received the revocation. Otherwise, this authorization shall be valid unless and until revoked. For each party, revocation shall be effective only upon receipt of the revocation by the receiving party.
- 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.

| Account Holder N                 | ame: <u>122 - 12 - 12 toto 12 to</u>  |  |
|----------------------------------|---|--|
| Applicant's Name                 | (If Not Same as Account Holder):  | <u> </u>   |
| Applicant's Phone                | Number:   | The same that it was the same  |
| Applicant's Signat               | cure:   | Date:  |
| . Property                       | many and the same of the  | partie, by the companion of the state of the state of  |
| Agency must main                 | ntain this form in the Applicant's file ar  | nd make it available to the state office or utility vendor oses.   |
| Agency Name:                     | and/ar its designated representative ha   | the Agency's direct access, I further authorize (Jillity   |
|                                  | ama ve applicable Agency for the same   | the information relating to my sert and members of my confidential information, to any duly authorized ag:lin above. |
| Agency Represent                 | ted verience penalty of perions, that   | Date:  |
| Utility Name:                    | Alabama Power Company   | and warrant that I, and the Account Endder, understand have obtained the necessary informed consent from the         |
| ent in referen nan ten           | Alabama Power Company<br>C/O Customer Services/Energy Assist<br>P O Box 2641<br>Birmingham, AL 35202-2641 |  |
| Agency Representative Signature: |   | Date: W MONTO-AMPROS MET NO TO THE   |
| GCT, INDIRECT                    | E WITHOUT LIMITATION, ANY DIS   | SITES OR ANY LIMIKED WEB SITES, INCLUDING  |