

Assist Agency Portal Terms and Conditions

Assist Agency Portal Terms - revised 10/31/17 - LG

By entering this website, you are indicating that you have the authority for your Agency to agree to these terms and conditions, and that you and your Agency (Registered Representatives) desire to have limited access to the Florida Power & Light Company (herein referred to as “FPL”) Assist Agency Web Portal (herein referred to as “Portal”) in order to originate and post commitments (payment pledges), view limited customer billing information needed to assess and qualify for said commitments, and receive e-mail notifications of transactions processed by your Agency through the Portal. Access to any of this information by you and your Agency is contingent on your consent to the following terms and conditions:

- You and your Agency will not disclose any FPL-owned information or customer information to a third party without first having obtained the written authorization of FPL. Your Agency shall store and dispose of the information you receive under this Portal in a secure manner, limiting access to information only to other Agency staff on a need to know basis only.
- Upon your enrollment, your Agency Representatives will be given a unique Portal Representative Number that will be used (by each representative) to register for Portal access. You and your Agency Representatives are solely responsible for the confidentiality and use of your/their ID and password, and for the transactions accomplished by the use of your password. It is also your responsibility to update your Agency’s online account information immediately upon any changes to the information, including additions and deletions of Agency Representatives and/or their roles in the Agency. Sharing of passwords is strictly prohibited. You will be responsible for any claims for damages resulting from your failure to keep your password confidential or caused by the misuse of your password by unauthorized parties.
- FPL shall not be responsible for your failure to gain access to the Portal or the availability of the Portal due to events beyond FPL’s control or as a result of regular maintenance of the Portal.
- You shall be responsible for accurately entering both Agency and customer information on the Portal. FPL reserves the right to terminate your Agency’s access to any information made available via this Portal if FPL discovers, and in its sole judgment determines, that you have failed to meet FPL's requirements contained in these terms or have violated any applicable law or regulation or any of FPL's cyber-security or confidentiality procedures. FPL shall not be held responsible for violations of the law or of these terms by you.
- By entering this website, you are indicating that your Agency also agrees that access to customer information shall only be for the sole purposes of determining whether or not a FPL customer, being assisted by the Agency, is eligible for utility funding assistance, and for the purpose of committing such assistance if customer is deemed by Agency to be eligible for the assistance. Customer information shall not be used for any other purposes not specifically authorized under this Section.
- By accessing the FPL Portal, you understand and acknowledge that prior written consent and permission by FPL’s customer of record, an authorized party listed on his or her account, or his/her legal representative must be granted before you are authorized to access the Portal to view the customer’s data. FPL reserves the right to require that your

Agency provide proof of a customer's written consent. Your failure to promptly provide evidence of customer's prior written consent may result in your termination from this Portal without recourse.

- FPL policy strictly prohibits Agency representatives who have access to the Portal from using it to perform payment assistance transactions on their own FPL electric account(s) or any other customer account outside the Agency representative's payment assistance process. Such transactions are considered "unauthorized transactions." Any Agency Representative seeking payment assistance for their FPL account should contact his/her Agency supervisor, who may contact the FPL area manager for direction and information.
- The Portal may be modified in part or discontinued by FPL at any time, including revising or updating the information provided, or terms of use and the services provided through the Portal. Should the Portal be modified or discontinued, you will be given 30-days advance notice by e-mail and shall be subject to any modifications until termination of the enrollment by either party.
- The Portal will be available 24 hours a day, 7 days a week, with the exception of any time required for maintenance of the online system. In the event of a temporary online system outage, reasonable effort shall be made by FPL to notify you of such via broadcast email from FPL, or via a notification on the Portal homepage.
- Your participation and use of the Program does not convey any rights or license to you except as specifically set forth in these terms, and you agree to use and access the information solely for the purposes set forth in these terms.
- Canceling your online access to the Portal will not cancel any pending commitments that you have made online, and your Agency will be required to fulfill any commitments outstanding at the time of cancellation.
- FPL will store and protect your online identifying information in the same manner other personal customer information is stored and protected. Disclosure of this information shall only be made when FPL is required to disclose it by law.
- FPL INFORMATION AND DATA PROVIDED IN THE PORTAL ARE PROVIDED FOR REFERENCE PURPOSES ONLY AND IS PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED. FPL DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT THE INFORMATION OR DATA PROVIDED IN THE ONLINE PROGRAM IS CORRECT, ACCURATE OR FIT FOR ANY PARTICULAR USE OR PURPOSE BY YOU AS OF THE DATE THE INFORMATION IS PROVIDED TO YOU OR OTHERWISE.
- The Assist Agency Portal is within the FPL.com website, and as such the Assist Agency Portal is governed by the [Terms and Conditions](#) contained in the FPL.com website, and the same is incorporated by reference herein. In the event of a conflict between the provisions of these Terms and Conditions and the FPL.com Terms and Conditions, the provisions most favorable to FPL shall govern.
- Your consent to these terms and conditions shall be binding upon you and your Agency Representatives, successors and permitted assigns. No other person shall have any right against FPL hereunder.
- This Agreement shall be governed by laws of the State of Florida.
- Electronic Consent. By participating in the Assist Program governed by this Agreement or consenting to this Agreement electronically, you agree to be as bound by this Agreement as if you had executed this Agreement by affixing your signature.