

Merchant Processing Agreement Application and General Terms and Conditions

4.2018-CAP1

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business that opens an account. What this means to you— When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license and/or other identifying documents.					
FEDERAL TAX ID 116000351		NUMBER OF LOCATIONS 1		HAS THIS BUSINESS EVER FILED BANKRUPTCY? <input type="checkbox"/> Yes Date: _____ <input checked="" type="checkbox"/> No	
ANY PRESENT INTENT TO FILE BANKRUPTCY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
BUSINESS LEGAL NAME (IF ORGANIZED AS A SOLE PROPRIETORSHIP, MUST BE OWNER'S PERSONAL NAME) – TO AVOID IRS PENALTIES, LEGAL NAME MUST MATCH FEDERAL INCOME TAX RETURN City Of Long Beach					
DOING BUSINESS AS ("DBA")/DISREGARDED ENTITY/STORE NAME (STORE NAME IS NAME THAT WILL APPEAR ON RECEIPT) City Of Long Beach- BUILDING DEPT				STORE NUMBER	
MCC/SIC 9399					
CORPORATE PHYSICAL ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES) 1 WEST CHESTER STREET			YEARS AT ADDRESS 53		CITY LONG BEACH
			STATE NY		ZIP 11561
CORPORATE MAILING ADDRESS (IF DIFFERENT FROM PHYSICAL ADDRESS)			CITY		STATE
					ZIP
BUSINESS PHONE (INCLUDE AREA CODE) 516-531-1004		CUSTOMER SERVICE PHONE (INCLUDE AREA CODE)		EMAIL ADDRESS dfraser@longbeachny.gov	
BUSINESS FAX (INCLUDE AREA CODE) 516-431-1730		DESIGNATED ACCOUNT ROUTING AND TRANSIT NUMBER 021407912		DESIGNATED ACCOUNT DDA NUMBER 2914006487	
To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.					
TYPE OF LEGAL ENTITY					
<input type="checkbox"/> Association/Estate/Trust		<input type="checkbox"/> Financial Institution		<input type="checkbox"/> Partnership	
<input checked="" type="checkbox"/> Government (Federal/State/Local)		<input type="checkbox"/> LLC		<input type="checkbox"/> Publicly Traded Corporation	
<input type="checkbox"/> Individual/Sole Proprietor		<input type="checkbox"/> Non-Profit/Tax-Exempt		<input type="checkbox"/> Private Corporation	
Name of Signer: _____ Execution Date: _____					
<input type="checkbox"/> SEC Registered Ticker Symbol: _____					
<input type="checkbox"/> Other (provide detail) _____					
CONTROL OWNER	NAME MICHAEL TANGNEY		TITLE ACTING CITY MANAGER		% OWNERSHIP
					SOCIAL SECURITY NUMBER
					DATE OF BIRTH
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES) 1 WEST CHESTER STREET				YRS. AT ADDRESS 53	
CITY LONG BEACH				STATE NY	
				ZIP 11561	
DRIVER'S LICENSE				DATE OF ISSUE	
				DATE OF EXPIRATION	
BENEFICIAL OWNER	NAME MICHAEL TANGNEY		TITLE ACTING CITY MANAGER		% OWNERSHIP
					SOCIAL SECURITY NUMBER
					DATE OF BIRTH
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES) 516-531-1004				YRS. AT ADDRESS 53	
CITY LONG BEACH				STATE NY	
				ZIP 11561	
DRIVER'S LICENSE				DATE OF ISSUE	
				DATE OF EXPIRATION	
BENEFICIAL OWNER	NAME		TITLE		% OWNERSHIP
					SOCIAL SECURITY NUMBER
					DATE OF BIRTH
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)				YRS. AT ADDRESS	
CITY				STATE	
				ZIP	
DRIVER'S LICENSE				DATE OF ISSUE	
				DATE OF EXPIRATION	
BENEFICIAL OWNER	NAME		TITLE		% OWNERSHIP
					SOCIAL SECURITY NUMBER
					DATE OF BIRTH
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)				YRS. AT ADDRESS	
CITY				STATE	
				ZIP	
DRIVER'S LICENSE				DATE OF ISSUE	
				DATE OF EXPIRATION	
BENEFICIAL OWNER	NAME		TITLE		% OWNERSHIP
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HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)				YRS. AT ADDRESS	
CITY				STATE	
				ZIP	
DRIVER'S LICENSE				DATE OF ISSUE	
				DATE OF EXPIRATION	
Current Ownership Established (Date) 01/1965 Business Established (Date) 01/1965			Do you currently accept credit cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Merchant/Services Sold BUILDING DEPT			Who is your current processor? PLANET PAYMENTS		
			For Card Not Present Transactions – Merchandise is delivered		Average ticket \$70.00
			<input type="checkbox"/> Physical <input type="checkbox"/> Electronic <input type="checkbox"/> Both		High ticket \$500.00
Average number of days from when cardholder is charged & when products or services are received IN FULL by cardholder?			Seasonal? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, select Months Active)		Months Active: Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/>
Warranties Provided by Merchant (excluding manufacturer warranties):			Return Policy: <input checked="" type="checkbox"/> None <input type="checkbox"/> 3-Day <input type="checkbox"/> 30-Day <input type="checkbox"/> 60-Day		
<input checked="" type="checkbox"/> None <input type="checkbox"/> 30-Day <input type="checkbox"/> 60-Day <input type="checkbox"/> 90-Day <input type="checkbox"/> 1-Year <input type="checkbox"/> Lifetime			<input type="checkbox"/> >60 Days <input type="checkbox"/> All Sales Final <input type="checkbox"/> Exchange/Store Credit Only		

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Chargeback Percentage ⁰ % Return Percentage %	Card Present 100 % + Card Not Present 0 % = Total 100%	Business to Business 0 % Internet Transaction 0 % Website (required for Internet sales)			
Visa/MC/Discover volume related to pre-paid Sales? % Percentage Required for Pre-Payment or Down Payment? % American Express volume related to pre-paid Sales? %		Estimated Total Visa/MC/Discover Monthly Volume \$ 40,000.00 Estimated Total American Express Monthly Volume \$ 30,000.00			
X _____ By Initiating here, I am electing to opt out of receiving American Express Marketing Materials.					
Has this Business, or any of its predecessors or affiliates, ever been fined by Visa® or MasterCard® Discover® or American Express®? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, <input type="checkbox"/> Visa® <input type="checkbox"/> MasterCard® <input type="checkbox"/> Discover® <input type="checkbox"/> American Express®					
SITE VISIT <input checked="" type="checkbox"/> Merchant proceeds deposited into Member Bank account <input type="checkbox"/> Personal visit by a sales representative Date _____ <input type="checkbox"/> Interior and exterior photos of the Merchant's location are attached.	<input type="checkbox"/> Not required due to Franchise or Association exception <input type="checkbox"/> Inspection report completed and included with supporting documentation Was site consistent with Merchant's represented business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
GENERAL TERMS AND CERTIFICATION	<p> *Merchant Processing Agreement (herein collectively "Agreement") consists of the following component parts all of which are incorporated by reference herein and constitute the entire agreement between the parties and supersede all prior agreements or representations between the parties whether written or oral with respect to the subject matter herein: (1) the application which consists of this page and the preceding page "Application" and the following Price Schedule as filed respectively, (2) the Merchant Processing Agreement Terms and Conditions, and (3) any and all other applicable addenda, schedules, exhibits, attachments, or amendments thereto. Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this paragraph have the meanings specified in the Merchant Processing Agreement Terms and Conditions. Each person signing immediately below this paragraph (each, as "Signer") certifies that (i) he or she is an officer, owner, principal, or other authorized representative of the legal entity or sole proprietor identified on page 1 of the Agreement (the "Merchant" or "you" or "your"), (ii) he or she has received a full and complete copy of this Agreement, (iii) he or she has read, understands, and accepts all of the terms and conditions in this paragraph and elsewhere in the Agreement, AND (iv) all of the information contained in the Application is true, accurate, and complete. </p> <p> • No modifications, alterations, or manual changes (including lining out fees, unless otherwise pre-approved and/or pre-designated by us) you or Signer make to the Agreement will be effective unless we consent to them in a separate writing. This Agreement may be executed in counterparts. A scanned, facsimile, or duplicate copy of this Agreement executed by the parties shall be treated as an original. Each undersigned represents and warrants that he or she is authorized to sign on behalf of the legal entity named in this Agreement and to bind such entity to the terms of this Agreement. </p> <p> • By signing below, Signer(s), on behalf of the Merchant, (i) agree(s) to be bound by all of the provisions of the Agreement, including the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledge(s) Merchant is aware of and must comply with the Rules Summary, and Operating Regulations. Signer(s) individually authorize(s) Processor (herein "Processor", "us" or "our" or "we") or our representative to (i) investigate him, her, or Merchant by utilizing a third-party credit reporting agency; (ii) share information provided in the Merchant Processing Agreement Application with third parties for fraud and risk management purposes; and (iii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation. In the event we do not approve your application for Services, you authorize us to share any information you have provided in this Agreement with our strategic partner for the possible provision of substantially similar services. </p> <p> • Signer(s), on behalf of the Merchant, irrevocably authorizes us to initiate Automated Clearing House ("ACH") debit and/or credit entries from and to the Designated Accounts for all fees, costs, and amounts due to us or payable to Merchant pursuant to this Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, Signer(s), on behalf of the Merchant, authorizes us to immediately correct such error. This ACH Authorization shall remain in full force and effect until we have collected payment on all fees, costs, and amounts due or which may become due pursuant to this Agreement. The Designated Account(s) may not be changed or altered without thirty (30) days prior written notification to us and the execution of any forms or instruments deemed reasonably necessary by us. </p> <p> • Signer(s) certify/certifies under penalty of perjury that: </p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person 				
Initial Term: 3 YEAR(S)		The Terms and Conditions of the Agreement determine when this Merchant Processing Agreement/Application and Price Schedule become effective.			
The Internal Revenue Service does not require your or Signer(s) consent to any provision of this document other than the certifications required to avoid backup withholding.					
MERCHANT PROCESSING AGREEMENT ACKNOWLEDGEMENT	You acknowledge receipt of the Merchant Processing Agreement, the Application, the Price Schedule, and any other applicable amendments, schedules, exhibits, and attachments (collectively the "Agreement"), including the documents listed below. This Agreement between the parties supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. You represent that you have read the Agreement, including the portions contained on the Vanlív agreement website (http://info.vanlív.com/capital-one-agreement.html), and you understand its terms and agree to be bound by them (including terms that we add or amend from time to time without notice and in our sole discretion). Whether or not we have formally approved your application, your submission of a transaction for processing, whether to us, Member Bank, or our third-party providers, is an expression of your consent to the terms of the Agreement. You can request a copy of the Agreement at any time by contacting a Customer Service Representative at (855) 584-7551 or your Relationship Manager.				
<ul style="list-style-type: none"> • Terms and Conditions • Addendum A - General Services Addendum • Non-Qualified Surcharge Schedules 		<ul style="list-style-type: none"> • Network Interchange Schedules (as applicable) • Rules Summary • Privacy Notice 			
1	MERCHANT SIGNATURE 	PRINTED NAME Michael Tangney	INITIAL HERE 	TITLE Acting City Manager	DATE June 28, 2018
2	MERCHANT SIGNATURE 	PRINTED NAME Jonathan Harris	INITIAL HERE 	TITLE _____	DATE 6-28-18
Sales Representative Signature 					
MEMBER BANK: CAPITAL ONE NATIONAL ASSOCIATION, LOCATED AT 1680 CAPITAL ONE DRIVE, MCLEAN, VIRGINIA 22102					
Unlimited Personal Guaranty and Credit Information Authorization	In exchange for our and Member Bank's acceptance of this Agreement, each person signing immediately below this paragraph (each a "Guarantor") is signing this Agreement as a Guarantor of the Merchant identified on page 1 of the Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 11 of the Merchant Processing Agreement Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Unlimited Guaranty provisions. Each Guarantor individually authorizes us, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit-reporting agency.				
1	SIGNATURE _____	PRINTED NAME _____	DATE _____	SOCIAL SECURITY NUMBER _____	DATE OF BIRTH _____
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)			YEARS AT ADDRESS _____	HOME PHONE NUMBER _____	CELL PHONE NUMBER _____
2	SIGNATURE _____	PRINTED NAME _____	DATE _____	SOCIAL SECURITY NUMBER _____	DATE OF BIRTH _____
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)			YEARS AT ADDRESS _____	HOME PHONE NUMBER _____	CELL PHONE NUMBER _____

City of Long Beach

Merchant Processing Agreement Price Schedule

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Refer to Section 6 "Fees and Other Services" of the Terms and Conditions for additional pricing disclosures. You are responsible for and agree to pay all fees and charges we assess or that are associated with any services provided to you, including services not initially provided to you, and Additional Services and Optional Services as defined in the Terms and Conditions.

Billing Frequency: Daily Monthly

Tiered Transaction Pricing¹

Visa/MasterCard/Discover Rate Category			American Express Rate Category		
	Discount Rate	Transaction Fee		Discount Rate	Transaction Fee
Qualified Credit	%	+ \$	Qualified Credit	%	+ \$
Mid-Qualified Credit	%	+ \$	Mid-Qualified Credit	%	+ \$
Non-Qualified Credit	%	+ \$	Non-Qualified Credit	%	+ \$
Rewards ²	%	+ \$			
Regulated Debit Card ³	%	+ \$			

Bundled/Unbundled Transaction Pricing

	Visa [®]	MasterCard [®]	Discover [®] Network	American Express [®]
Bundled Plus ^{4,5}	% + \$ /transaction	% + \$ /transaction	% + \$ /transaction	% + \$ /transaction
Bundled ^{4,5}	% /transaction		% /transaction	% /transaction
Unbundled All in ^{7,8}	% + \$ /transaction	% + \$ /transaction	% + \$ /transaction	% + \$ /transaction
Unbundled ⁹	\$.05 /transaction	\$.05 /transaction	\$.05 /transaction	\$.05 /transaction

(Unbundled Signature Debit) Routing Fee 0.85% Yes No
 (If no box checked, default is Yes)
 Non-Qualified Surcharge Fee All Rates (Base/Downgrade) Apply Downgrade Rate Only Apply No Rates Apply
(See Terms and Conditions Section 6.D and Non-Qualified Surcharge schedules) (If no box checked, default Rate is All Rates and Voucher is 99)
 Voucher Code (Select One):
00 01 02 04 05 06 07 10 11 12 13 14 15 17 18 19 25 27

Network Acquirer Fee 0.15% / Visa and MasterCard transaction (Subject to a \$10.00 minimum/month) Pin-Based Debit (Bundled)¹⁰ % + \$ /transaction
 Pin-Based Debit (Unbundled)⁹ % + \$ /transaction
 Digital Acquirer Fee 0.03% / transaction Electronic Benefits Transfer (EBT) \$ /Month + \$ /transaction
 Merchant FCS Number

American Express[®]: Is annual volume less than \$1,000,000.00? Yes No If No, you are not eligible for the American Express Program,
 (If No and your volume decreases to less than \$1,000,000.00, you may be converted to the American Express Program unless you have elected to opt out.)

Communication Fee Yes No. (If Yes, you shall be assessed a communication fee of \$0.10/transaction for American Express)
 By initiating here you elect to opt-out of the American Express Program. American Express Direct Account Number (if applicable):
 Initial Here Initial to opt-out of the PayPal program. In the event you do not opt out of the PayPal program and notwithstanding anything herein to the contrary, PayPal transactions will be processed and billed at the same rate as Discover transactions.

Transaction Pricing

ADDITIONAL FEES PRICING

\$0.00	\$0.00	\$0.00	<input checked="" type="checkbox"/> \$19.95/Month/MID OmniShield Assure [™] Basic ¹⁰ (capped at 20 MIDs OR \$399/Month) <small>OmniShield Assure Basic includes PCI Assist, Point to Point Encryption, and EMV Support services.</small>
<input type="checkbox"/> PCI Assist ¹¹ (capped at 20 MIDs OR \$279/Month)	\$13.95/Month/MID	<input type="checkbox"/> PCI Non-Validation Fee (capped at \$50/Month/Chain) <small>(Refer to Terms and Conditions Section 6.G)</small>	<input type="checkbox"/> Tokenization Fee <small>(Refer to Addendum A Section 22)</small>
Notwithstanding anything to the contrary in this Agreement, Processor may at any time in Processor's sole discretion enroll Merchant in one of the following programs subject to Merchant's then current EMV and P2PE enablement status: (a) PCI Assist in the event Merchant's equipment and/or software are not enabled for EMV and P2PE; or (b) OmniShield Assure Basic in the event Merchant's equipment and/or software are enabled for EMV and P2PE.			
<input type="checkbox"/> Poynt Monthly Software Fee	\$20.00/Month/TID	<input type="checkbox"/> Paper Statement Fee	\$9.95/Month/Chain
<input type="checkbox"/> Vantiv BizShield ¹²	\$19.99/Month/MID	<input type="checkbox"/> Vantiv BizShield and Vantiv Insights Bundle ¹³	\$39.99/Month/MID
SmartPay Series [™] Industry: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant	<input type="checkbox"/> Bronze Bundle 1 Terminal \$39.99/Month/Terminal 2-4 Terminals \$34.99/Month/Terminal 5+ Terminals \$30.99/Month/Terminal	<input type="checkbox"/> Silver Bundle 1 Terminal \$79.99/Month/Terminal 2-4 Terminals \$74.99/Month/Terminal 5+ Terminals \$69.99/Month/Terminal	<input type="checkbox"/> Gold Bundle 1 Terminal \$119.99/Month/Terminal 2-4 Terminals \$109.99/Month/Terminal 5+ Terminals \$104.99/Month/Terminal
\$0.00	\$0.00	\$0.00	<input type="checkbox"/> \$0.00 Software Key \$0.00
\$0.00	\$0.00	\$0.00	<input type="checkbox"/> \$6.95/Month/TID ROAMPay ¹⁴
\$0.00	\$0.00	\$0.00	<input type="checkbox"/> \$7.95/MID Swipe Simple ^{14,15} Setup Fee \$7.95/MID Monthly Fee \$9.95/Month/MID Additional User Fee \$2.95/Month/User ID
\$0.00	\$0.00	\$0.00	<input type="checkbox"/> \$ per dollar FastAccess [™] Funding Program Services ¹⁶ % per dollar of accelerated funding per deposit under such service
\$0.00	\$0.00	\$0.00	<input type="checkbox"/> \$0.00 (Refer to Terms and Conditions Section 7.B)

City of Long Beach

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<p>A. Gift Card Pricing Per Package Initial Gift Card Order Only Thereafter, Gift Cards charged at standard fees & pricing unless otherwise quoted</p> <p><input type="checkbox"/> Inaugural Package \$99.00 <input type="checkbox"/> Preferred Package \$159.00 <input type="checkbox"/> Prestige Package \$299.00 <input type="checkbox"/> Designer Package \$569.00 <input type="checkbox"/> Alliance Partner Package</p>	<p>B. Gift Card Pricing A La Carte Orders cancelled after proof will be billed at Quoted Price</p> <p><input type="checkbox"/> Template Card Pricing <input type="checkbox"/> Custom Card Pricing <input type="checkbox"/> Manager Approved Pricing</p>	<p>C. Transaction and Monthly Program Fee Orders cancelled after proof will be billed at Quoted Price</p> <p><input type="checkbox"/> Standard Transaction Fee/Monthly Program Fee</p> <p><input type="checkbox"/> \$0.60/Transaction \$0.00/location/month <input type="checkbox"/> \$0.30/Transaction \$7.50/location/month <input type="checkbox"/> \$0.10/Transaction \$20.00/location/month <input type="checkbox"/> \$0.00/Transaction \$30.00/location/month</p> <p><input type="checkbox"/> Manager Approved Transaction/Monthly Program Fee \$ /Transaction\$ /location/Month</p>																				
<p>Vantiv Custom Select Packages¹⁷ (Refer to Terms and Conditions Section 6.M) <input type="checkbox"/> Ingenico <input type="checkbox"/> Verifone <input type="checkbox"/> with Gift Card (Refer to Gift Card Services) <input type="checkbox"/> with PIN Debit</p> <p style="text-align: center;">(L= Lease S= Purchase O= Reprogram R= Rental SP= Special Program) (Excludes Shipping and Handling)</p>																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Environment(s)</td> <td style="width: 30%;">RETAIL</td> <td style="width: 15%;">Front-end(s)</td> <td style="width: 15%;">TANDEM</td> <td style="width: 20%;"></td> </tr> <tr> <td></td> <td>Model</td> <td>Connection Type</td> <td>Quantity</td> <td>Pmt Code</td> </tr> <tr> <td>VX 520 CTLS</td> <td></td> <td>SSL</td> <td>2</td> <td>O</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>0.00</td> </tr> </table>			Environment(s)	RETAIL	Front-end(s)	TANDEM			Model	Connection Type	Quantity	Pmt Code	VX 520 CTLS		SSL	2	O					0.00
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				0.00																		
<p>The above pricing for Equipment is for first equipment order only. Thereafter, any Equipment you order will be charged at our standard rates unless otherwise indicated via an amendment.</p> <p>Although you may have provided information to us regarding your processing and payment application(s), we have not and will not provide you with any advice, nor have we or will we endorse or validate your payment application as being in compliance with the Payment Application Data Security Standard (PA DSS), the PCI DSS, or Visa's Payment Application Best Practices (PABP). You acknowledge and agree that you have reviewed and confirmed that your application(s) complies with the PA DSS, the PCI DSS, and the PABP. You agree to allow us to work directly with the third party provider(s) indicated below to implement the Services. You acknowledge and agree that in order to implement the Services, we may disclose Confidential Information to such third parties.</p> <p>Have you suffered a system intrusion or "hack" that resulted in the compromise of account data? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Payment Gateway (e.g. Authorize.net, etc.) Name of Service Provider/Gateway:</p> <p>Service Provider/Gateway Address and Phone Number:</p> <p><input type="checkbox"/> Other Third Party Service Providers with Access to Cardholder Data (please list):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name of Third Party Service Provider</td> <td style="width: 50%;">Address and Phone Number</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>			Name of Third Party Service Provider	Address and Phone Number																		
Name of Third Party Service Provider	Address and Phone Number																					
<p>Merchant Compliance Contact Information</p>																						
<p>Name: DAVID FRASER Phone Number: 516-431-1002</p> <p>Email Address (if preferred form of communication) DFRASER@LONGBEACHNY.GOV</p>																						
<p>Integrated Software Solution (e.g. Micros, Aloha etc.)</p>																						
<p>If not using a payment application (i.e. software) to process transactions, please mark "N/A" in the Payment Application Vendor and Payment Application Name section. Please provide all possible information regarding terminals and Integrated Software Solutions. Provide a separate document, if necessary.</p>																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Payment Application Vendor</td> <td style="width: 50%;">Payment Application Vendor</td> </tr> <tr> <td>Payment Application Name</td> <td>Payment Application Name</td> </tr> <tr> <td>Payment Application Vendor Phone Number</td> <td>Payment Application Vendor Phone Number</td> </tr> <tr> <td>Version Number</td> <td>Version Number</td> </tr> <tr> <td>Last Upgrade</td> <td>Last Upgrade</td> </tr> <tr> <td>Type of Connection (e.g. Dial-up, Internet, etc.)</td> <td>Type of Connection (e.g. Dial-up, Internet, etc.)</td> </tr> <tr> <td>PA-DSS Validated? <input type="checkbox"/> Yes <input type="checkbox"/> No</td> <td>PA-DSS Validated? <input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Validated according to PA-DSS Version Number</td> <td>Validated according to PA-DSS Version Number</td> </tr> </table>			Payment Application Vendor	Payment Application Vendor	Payment Application Name	Payment Application Name	Payment Application Vendor Phone Number	Payment Application Vendor Phone Number	Version Number	Version Number	Last Upgrade	Last Upgrade	Type of Connection (e.g. Dial-up, Internet, etc.)	Type of Connection (e.g. Dial-up, Internet, etc.)	PA-DSS Validated? <input type="checkbox"/> Yes <input type="checkbox"/> No	PA-DSS Validated? <input type="checkbox"/> Yes <input type="checkbox"/> No	Validated according to PA-DSS Version Number	Validated according to PA-DSS Version Number				
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PA-DSS Validated? <input type="checkbox"/> Yes <input type="checkbox"/> No	PA-DSS Validated? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
Validated according to PA-DSS Version Number	Validated according to PA-DSS Version Number																					
<p>Additional Terms and Conditions</p> <p>¹ "Average Ticket" pursuant to the Terms and Conditions Section 6.L does not apply. ² If no Discount Rate or Transaction Fee is specified for Rewards, then the Mid-Qualified Credit Discount Rate and Transaction Fee will apply. ³ Non-Regulated Debit Card will be equal to the Regulated Debit Card Discount Rate and Transaction Fee plus 30 basis points. If no Discount Rate or Transaction Fee is specified for Regulated Debit Card, then the Qualified Credit Discount Rate and Transaction Fee will apply. ⁴ The following Network Fees are included: MasterCard Assessment Fee, MasterCard Network Access Brand Usage Fee, Visa Assessment Fee Signature Credit, Visa Assessment Fee Signature Debit, Visa Acquirer Processing Fee Signature Credit, Visa Acquirer Processing Fee Signature Debit. Surcharges may apply based on interchange qualification level. Refer to Terms and Conditions Section 6.D. ⁵ Communication Fee (excluding American Express) is included in the Transaction Fee for our standard dial or SSL processing methodology; otherwise, our standard fees and charges apply. Refer to Addendum A for further details. ⁶ American Express transactions shall be assessed an additional fee of \$0.03 per transaction. The \$0.03 transaction fee does not apply to All-In Pricing Methodology or Bundled/Plus pricing methodology or to merchants participating in the American Express Program. If you have elected the Marketing Opt-out, you may continue to receive marketing communications while American Express updates its records, and you will continue to receive important transaction or relationship messages from American Express. If you have not elected the Marketing Opt-Out, your mailing address, phone number, email address, fax number, and/or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services and resources. ⁷ "Average Ticket" surcharge does not apply for All-In-Transaction Pricing or All-In Basis Point Transaction Pricing methodology. Refer to Terms and Conditions Section 6.L. ⁸ The following Network Fees are included: MasterCard Access and Brand Usage Fee, Visa Acquirer Processing Fee. Communication Fees are assessed separately. Refer to Addendum A for further details. ⁹ Network Fees are assessed separately. Refer to Addendum A for further details. ¹⁰ OmniShield Assure Basic is available if you are processing in a card present environment and your equipment and/or software is EMV/P2PE enabled. Refer to Section 22 of Addendum A for additional details. ¹¹ PCI Assist is available if you are processing in a card not present environment or a card present environment and your equipment and/or software is EMV/P2PE non-enabled. Refer to Section 22 of Addendum A for additional details. ¹² We will waive this fee for the first billing cycle following the date you sign this Agreement. If at any time you elect to utilize Vantiv Insights powered by Womply, you will pay an additional \$29.99/Month/MID. ¹³ We will waive this fee for the first billing cycle following the date you sign this Agreement. ¹⁴ You agree that the mobile processing service is used to accept credit transactions only (i.e. signature-based card transactions), and not PIN-Based Debit, EBT and/or gift card transactions. ¹⁵ The Monthly Fee includes up to 5 Merchant user accounts. The Additional User Fee will be assessed for each additional user account. ¹⁶ The per transaction limit applicable to the FastAccess™ Funding Program Services is \$15,000.00. Daily limits also apply. Refer to Addendum A for additional details. ¹⁷ Pricing for the Vantiv Custom Select Packages vary depending on products and services selected. The Monthly Service Fee, Online Reporting Tool, OmniShield Assure Basic, and Minimum Bill and may be included in the package price. Vantiv Select Packages are available only in connection with an eligible equipment lease offered by a third-party equipment lessor we designate; otherwise, standard fees apply. If your lease application is declined or in default within 3 months of activation, we reserve the right to assess our then current standard rates for your equipment or terminal hardware. You may be assessed \$0.25 per PIN debit transaction. The Vantiv Custom Select Packages may generally be referred to as "Vantiv Select Packages."</p>																						

City Of Long Beach

Merchant Statement

PLANET PAYMENT SOLUTIONS, LLC
 100 W. COMMONS BLVD., SUITE 200
 NEW CASTLE, DE 19720
 1-866-704-4729

Processing Month: 04-17 6321

Association Number: ██████████
 Merchant Number: ██████████
 Routing Number: ██████████
 Deposit Account Number: ██████████

2VX520 \$1,436.54

CITY OF LONG BEACH
 BUILDING DEPT.
 1 W CHESTER ST
 LONG BEACH NY 11561-2016

Amount Due:
 \$ 323.19

HOLD

Please return the top part of this statement with your remittance 

Plan Summary

Plan Code	Number of Sales	Amount of Sales	Number of Credits	Amount of Credits	Net Sales	Average Ticket	Disc P/I	Disc %	Discount Due
VS	17	5,451.50	00	.00	5,451.50	320.68	.060	.060	4.30
VD	30	7,181.13	00	.00	7,181.13	239.37	.060	.060	6.11
VB	20	2,877.00	00	.00	2,877.00	143.85	.060	.060	2.93
MC	05	1,144.06	00	.00	1,144.06	228.81	.060	.060	.99
MD	08	1,447.00	00	.00	1,447.00	180.88	.060	.060	1.35
MB	21	2,620.00	00	.00	2,620.00	124.76	.060	.060	2.83
**	101	20,720.69	00	.00	20,720.69	205.16			18.51

Deposits

Day	Reference Number	Tran Code	Plan Code	Number of Sales	Amount of Sales	Amount of Credits	Discount Paid	Net Deposit
03	90001270006	D	T	06	2,755.00	.00	.00	2,755.00
04	90001280007	D	T	07	1,285.06	.00	.00	1,285.06
05	90001290005	D	T	04	610.50	.00	.00	610.50
06	90001300007	D	T	07	1,538.13	.00	.00	1,538.13
07	90001310001	D	T	01	60.00	.00	.00	60.00
10	90001320018	D	T	18	2,476.00	.00	.00	2,476.00
11	90001330002	D	T	02	230.00	.00	.00	230.00
12	90001340005	D	T	05	465.00	.00	.00	465.00
13	90001350006	D	T	06	4,250.00	.00	.00	4,250.00
14	90001360008	D	T	07	1,313.00	.00	.00	1,313.00
18	90001370008	D	T	08	1,120.00	.00	.00	1,120.00
19	90001380002	D	T	02	190.00	.00	.00	190.00
20	90001390005	D	T	05	1,335.00	.00	.00	1,335.00
21	90001400005	D	T	05	1,075.00	.00	.00	1,075.00
24	90001410002	D	T	02	280.00	.00	.00	280.00
25	90001420005	D	T	05	450.00	.00	.00	450.00
26	90001430004	D	T	04	408.00	.00	.00	408.00
27	90001440006	D	T	04	490.00	.00	.00	490.00
28	90001450003	D	T	03	390.00	.00	.00	390.00
Deposit Totals				101	20,720.69	.00	.00	20,720.69

Fees

Number	Amount	Description	Total
37		VISA ACQ PROC FEE	.72
01		MISUSE OF AUTH CHARGE	.09
	2.96	BUS RETAIL	2.96
	40.94	VSP RTL	40.94
	25.38	BUS ENH RTL	25.38
	29.29	SIG BUS RTL	29.29
	10.26	US REG	10.26
	10.87	FEES ASSMNT CREDIT	10.87
	9.37	FEES: ASSMNT DEBIT	9.37
	12.58	BUS RETAIL	12.58
67	15,509.63	VS TRANSMFEE	.12
	10.15	CPS-RETAIL	10.15

PLAN CODES				TRANSACTION CODES			
VS -VISA	MC -MASTERCARD	DS -DISCOVER	JC -JCB	T -ALL PLANS	D -DEPOSIT		
VL -VISA LARGE TICKET	ML -MASTERCARD LARGE TICKET	DD -DISCOVER DEBIT	AM -AMERICAN EXPRESS	1 -PLAN ONE	C -CHARGEBACK		
VD -VISA DEBIT	MD -MASTERCARD DEBIT	DZ -DISCOVER BUSINESS	DB -DEBIT	2 -PLAN TWO	A -ADJUSTMENT		
VB -VISA BUSINESS	MB -MASTERCARD BUSINESS	DJ -DISCOVER JCB	EC -ELECTRONIC CHECK	3 -PLAN THREE	B -CHARGEBACK REVERSAL		
V\$ -VISA CASH ADVANCE	M\$ -MASTERCARD CASH ADVANCE	D\$ -DISCOVER CASH ADV	EB -EBT	PP -PAYPAL			