



# New Payment Card Programs

Retailer Edition

more energy for people





## **CITGO Petroleum Corporation**

**P.O. Box 4689  
Houston, TX 77210-4689**

**TO: CITGO Marketers**  
**DATE: September 30, 2010**  
**SUBJECT: VeriFone Managed Service Offering**

We are pleased to announce that CITGO has partnered with VeriFone to bring you a new option for your Point of Sale (POS) equipment needs. We recognize that the cost of replacing your POS systems to become PCI compliant and maintaining them to remain PCI compliant can be both expensive and time consuming. As an alternative to purchasing, VeriFone is offering, through CITGO, a Managed Service program for CITGO Marketers. This new program provides the use of VeriFone Integrated POS equipment, 24/7 VeriFone Helpdesk access, on-site technician visits and software maintenance for a set monthly fee.

The Managed Service program also includes several options to meet your individual needs. The options range from a completely integrated Ruby/Sapphire system to a Sapphire-only upgrade for those locations that already own a Ruby. There will be a one-time cost and a monthly managed service fee for each option. The Sapphire-only program requires that the Ruby system have a CPU 5. There is an additional one-time cost per Ruby for systems that do not meet this requirement. A G-Site location wishing to sign up for the program may also incur an additional cost for the Smart Controller fuel kit. The required on-site assessment will outline all equipment needed to ensure a complete and successful installation of the VeriFone equipment. Complete details are outlined in the attached order form.

<b>Equipment</b>	<b>Monthly Fee</b>	<b>One-Time Cost</b>
Sapphire (only)	\$295	\$1,200 Install Fee
Ruby Plus Sapphire	\$395	\$1,550 Install Fee
Ruby Dual Plus Sapphire	\$495	\$1,650 Install Fee
CPU 5 Upgrade per Ruby		\$1,700
Smart Controller Fuel Kit (if required)		\$1,299

CITGO will handle the billing for the VeriFone Managed Service program. The monthly fee and one-time cost per location will be charged via EFT and will be reflected on the CITGO end-of-month POS billing report.

We believe that this new program will be of interest due to the need for many locations to replace POS equipment that reached End-of-Life this year. Also, a large number of our CITGO sites currently run a stand-alone VeriFone Ruby (Ruby without a Sapphire). The stand-alone configuration will be at End-of-Life as of the next mandatory Ruby software upgrade. The anticipated time frame for the next software mandate is 2012. Regardless of this next mandatory software upgrade, the current PCI-compliant Ruby software (5.10.xx) is valid only until 2013, making this the absolute latest time frame where the stand-alone Ruby POS configuration can be used.

The VeriFone Managed Service program offers you the option for an easy solution to the ever-changing POS software requirements mandated by the payment card industry. This solution will allow you to be sure you are always running PCI-approved and -certified software at your locations. Additionally, with the on-site maintenance included, it also ensures you the peace of mind that if something breaks it will be handled at no additional cost.

Attached is complete information concerning the available options, pricing and the requirements needed in order to take advantage of this offer. If you are interested in learning more about the VeriFone Managed Service program, please contact CITGO at 1-800-423-8434, ext. 5415. Our POS Managers are on hand to assist you.



# Managed Services Program

## Marketer Order Form

<u>Marketer Information</u>	<u>CITGO Location Information</u>
Marketer: _____	Location #  ____ ____ ____ ____ ____ ____ ____ ____
Contact: _____	Location Name: _____
Contact Phone (_____) _____	Street Address: _____
Contact Email (_____) _____	City: _____ State: _____ ZIP: _____
Additional Location Contact: _____	Phone (_____) _____

### Managed Service Equipment Cost:

Equipment	Monthly Fee	One Time Cost
Sapphire (only)	\$295	\$1,200 Install Fee
Ruby Plus Sapphire	\$395	\$1,550 Install Fee
Ruby Dual Plus Sapphire	\$495	\$1,650 Install Fee
CPU 5 Upgrade per Ruby*,		\$1,700
Smart Controller Fuel Kit (e.g., G-Site upgrade)		\$1,299

**Additional Fees if Applicable**  
\$500 Equipment Retrieval Fee  
\$450 Abort/Withdrawal Fee

#### IMPORTANT NOTES:

Typical time frame for the VASC site survey is two weeks.

Typical time frame for the equipment install and order is 30 days.

The final determination of which service contractor will install and service this equipment lies with VeriFone.

If a location aborts the site survey for any reason without a 24-hour notice, a \$450 fee will be charged to the Marketer.

If a location decides to withdraw from the program after the site survey, a \$450 fee will be charged to the Marketer.

\*An existing VeriFone Ruby must have at least a CPU 5 in order to qualify for the Sapphire upgrade.

Email this application to: [posverif@citgo.com](mailto:posverif@citgo.com)

#### Remarks:

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Signature constitutes acceptance of all terms and conditions of the CITGO Managed Services Agreement (See back of this form).

CITGO Approval

Date

Manager, Region Wholesale Sales:

Marketer Signature

Date

For Houston Use Only --

Application Routed to POS Department: \_\_\_\_/\_\_\_\_/\_\_\_\_

## CITGO Managed Services Agreement

Marketer hereby enters into a service agreement with CITGO for the hardware equipment described on the Managed Services application together with the licensed software, Helpdesk and on site maintenance (collectively referred to as the "Managed Services Program") for a minimum period of twelve (12) months. Marketer agrees to pay to CITGO a monthly managed service fee and a one time cost for installation for the Ruby plus Sapphire upgrade or the Sapphire upgrade plus any applicable sales or use taxes described on the Managed Services application. If a Smart Fuel Controller is required (e.g., G-Site replacement), the price increases by \$1,299. If a CPU 5 is required for the Sapphire upgrades, the price increases by \$1,700 per Ruby. Marketer agrees to pay any additional fees due to withdrawal of an order, a cancellation of a site survey (24-hour notification required) and the pick-up of equipment described on the Managed Service application.

This Agreement shall terminate upon the occurrence of any of the following: termination of the Marketer Franchise Agreement between the Marketer and CITGO; the station at which the Integrated POS System is installed is no longer branded with CITGO; the removal of the Integrated POS System from the station at which it is installed; failure of Marketer to cure any default hereunder within thirty (30) days after receiving written notice of the default; or upon agreement of the parties. Should this Agreement terminate prior to the expiration of twelve (12) months, the Marketer shall pay to CITGO, in addition to any amounts that are then past due, the remainder of the Managed Services Agreement.

Marketer acknowledges that CITGO (or the CITGO lessor) owns the VeriFone POS System and that, upon termination of this Agreement, the Managed Service equipment shall be returned to CITGO. Marketer agrees not to remove the Managed Service equipment from the location described on the Managed Service Application form without the express written consent of CITGO. Marketer further acknowledges that the licensed software, including the software programs, database information and user materials (the "Licensed Software") are copyrighted material and contain confidential information and trade secrets. Marketer shall not copy, decode, reverse engineer, reprint, transcribe or reproduce in whole or part, the Licensed Software or disclose the Licensed Software to any third party. Marketer acknowledges that the licensor of the Licensed Software is entitled to all rights and benefits afforded under federal law in connection with the Licensed Software. Marketer agrees not to delete, override or alter the license or proprietary legend in the copyright notice on the Licensed Software.

After installation, if the Marketer wishes to add additional equipment to their upgrade, the Marketer agrees to pay any additional fees charged to CITGO by the vendor.

Marketer, at its sole expense, agrees to prepare the site prior to installation of the Managed Service equipment in accordance with CITGO specifications. CITGO, at its discretion, will either repair and/or replace malfunctioning equipment if such malfunction arises out of normal use. Marketer agrees that they will pay the cost of any repairs and/or replacement resulting from damage not covered by the original equipment warranty or maintenance agreement. Marketer agrees that replacement of the Managed Service equipment will be determined by and arranged by CITGO. It is acknowledged that this maintenance agreement does NOT cover damage or malfunction caused by abuse, misuse or tampering; spillage; acts of nature such as fire, water, wind or lightning; alteration, modification or adjustment of the equipment done by other-than-authorized contractors; installation, repair or maintenance (other than specified operator maintenance) of the equipment or related equipment, attachments, peripheral or optional features by other-than-authorized contractors; adverse environmental conditions, including, without limitation, excessive heat, moisture, corrosive elements, or dust or other airborne contaminants; radio frequency interference; electrical power failure; power variations (such as spikes and excessive noise) and line voltages beyond those specified for the equipment; unusual physical, electrical or electromagnetic stress; or any other condition outside of the equipment's environmental specifications.

Marketer hereby warrants that it has the right to and hereby does grant to CITGO the right to enter upon the location for the purpose of installing, repairing, maintaining or removing the Integrated POS System at any time during reasonable business hours. Marketer agrees to indemnify and hold CITGO harmless from any and all damages arising out of (i) a breach of this warranty or (ii) the installation, use, repair, maintenance, down time or removal of the Integrated POS System.

This Agreement may not be transferred or assigned by Marketer without prior written consent from CITGO. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of law rules of such state. This Agreement shall not be modified, altered, amended or revoked except in writing duly executed by the parties. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any right hereunder.

Marketer will ensure the Managed Service equipment is maintained properly so as to minimize the occurrence of unreadable credit cards due to unclean and/or malfunctioning equipment.

Marketer will complete an end-of-day routine on the Managed Service equipment once each day to ensure timely settlement of payment card transactions. CITGO will credit Marketer for credit card sales transactions in accordance with the provisions herein and the applicable rules and regulations as stated in the ***CITGO Petroleum Corporation Credit Card Guide and Regulations, Form 57-289 (04-09)***, as amended from time to time. Settlement for payment card sales transactions will be provided in the same manner as for those transactions completed on other in-store CITGO POS terminals with the same transaction fee or discount rate applicable. CITGO reserves all rights to charge back credit card sales transactions not in full compliance with the terms herein and the applicable rules and regulations as stated in the credit card guide (mentioned above).

Helpdesk and maintenance service will be provided to cover necessary repairs of the Managed Service equipment. All calls for service must be to the VeriFone Helpdesk at the toll-free number provided and the dispatch of field service personnel will be at the discretion of and the responsibility of that Helpdesk.



**TO: CITGO Marketers Using VeriFone Equipment**  
**SUBJECT: Mandatory VeriFone Annual Software Maintenance Program**

**9/16/2010**

In July, VeriFone mailed out a letter announcing a new **mandatory** Annual Software Maintenance Program, which went into effect on August 1, 2010. VeriFone's Annual Software Maintenance Program includes the availability of the current POS software version and 24/7 Helpdesk support. The VeriFone service plan does **not** include fees for on-site service technician visits that may be required to correct equipment issues or download and/or activate software.

The new VeriFone program applies to the following Point of Sale systems:

- Ruby SuperSystem
- Ruby PLUS Sapphire or Topaz XL
- Mx 800 series PIN Pads
- Secure PumpPAY
- VeriFone Smart Fuel Controller

VeriFone's letter stated that they will support only the two most recent versions of software; older versions will no longer be supported. VeriFone also stated that if you should fall behind in annual software maintenance or fail to enroll within the first three months of the program offering, August 1, 2010 – November 1, 2010, that a \$250 instant enrollment fee would be required in addition to the regular fees required to enroll in the program. The VeriFone cost of the program is \$1,044 per site, per year, plus the \$250 one-time fee for instant enrollment, if applicable.

However, CITGO has negotiated a savings for you! Not only will the \$250 enrollment fee be waived, but the cost will drop to \$75 per month (\$900 per site, per year). This \$75 per month charge will begin in October so the first time you will see the charge will be on your November 1<sup>st</sup> billing for October's business.

VeriFone will supply us with a list of locations that have a current VeriFone software maintenance contract so those locations will not be automatically enrolled in the CITGO-VeriFone program and will not be charged the monthly \$75 fee.

If you do not have a current VeriFone support contract and determine that you also do not want to be enrolled in the CITGO-VeriFone program, then you can opt out, and we will cancel your enrollment and discontinue billing. In order to opt out of the CITGO-VeriFone program you will be required to fill out the attached form and e-mail it to CITGO at [posverif@citgo.com](mailto:posverif@citgo.com). If you opt out of the CITGO-VeriFone plan, you will not

be permitted to re-enter the plan until you have completed a one-year contract with VeriFone.

We want to make sure that you have a complete understanding of the risk involved with cancelling your enrollment in the service plan. If you are not enrolled in the VeriFone software maintenance program either through VeriFone or through CITGO then:

- Service providers cannot get assistance from VeriFone while working on your POS equipment
- Service providers cannot register any software they install on your VeriFone equipment
- You will not be able to call the VeriFone helpdesk for support or report any issues to them
- CITGO will not be able to report any issues to the VeriFone helpdesk for you

We realize that some of you have already purchased your one-year plan from VeriFone at the higher VeriFone price. Unfortunately, if you have already purchased a support contract, we cannot reimburse the difference and move you to the CITGO-VeriFone plan; however, you will be eligible for the reduced CITGO price once your current VeriFone contract has expired. When you receive your yearly statement from VeriFone, just call us and we can enroll you in the reduced priced CITGO-VeriFone program at that time.

CITGO strives to help our marketers by working to reduce ever-escalating POS costs whenever possible, so we are pleased to be able to offer you a discounted price on this new mandatory service and we hope that you will take advantage of it.

If you have any questions or concerns, please call CITGO at 1-800 423-8434, ext. 5415.





CITGO Petroleum Corporation

P.O. Box 4689  
Houston, TX 77210-4689

## CITGO/VeriFone Helpdesk Support and Software Maintenance Cancellation Agreement

I, \_\_\_\_\_, with \_\_\_\_\_  
(Print name) (Marketer name)  
wish to withdraw \_\_\_\_\_ from the CITGO/VeriFone Helpdesk Support and  
(Location #)  
Software Maintenance Program. I understand that if there is not a valid VeriFone  
Helpdesk Support and Software Maintenance agreement in place the location will:

- NOT have access to register their POS software upgrades by their service provider.
- NOT have access to VeriFone help desk support for the service provider or the site on any issues or upgrades.
- NOT be able to opt into the CITGO program until they have met the \$250 Instant Enrollment Fee and the \$1,044 yearly up-front fee and completed their one year contract with VeriFone.
- NOT receive any updates for the POS software, including any PCI updates.

CITGO will not be, and is not currently, responsible for any issues related to VeriFone software/hardware.

Once this cancellation agreement is received, CITGO will send a verification of termination. IF you do not receive an e-mail stating that the document was received, you WILL continue to pay the monthly fees associated with the program.

Email this form to: [posverif@citgo.com](mailto:posverif@citgo.com)  
Fax to: 832-486-4499

Additional location numbers:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Marketer Signature

\_\_\_\_\_  
Date



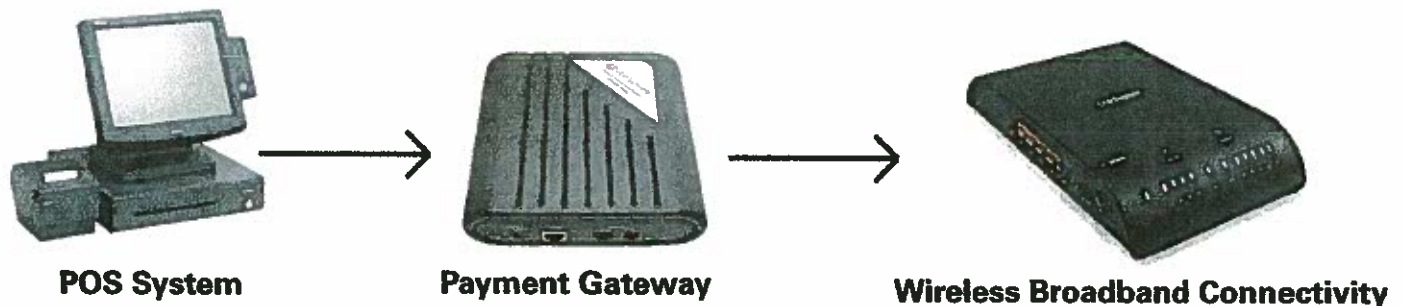
## **CITGO Wireless Broadband**

*A secure payment solution and more.*

This focused solution is currently available for your locations! It provides the following benefits:

- Eliminate Dial-up surcharges
- Reduces your average telecom expenses by consolidating connections (POS, ATM, Internet)
- Reduced transaction time means less time at the pump (avg 3-6 seconds per transaction)
- Wireless internet access for store operations
- Ability to create a Wi-Fi hot spot in your store
- The CITGO Preferred PCI Compliant solution

### **How it Works**



The CITGO Wireless Broadband bundle includes the following hardware and services, but can be customized to fit your location's needs.

- Sprint 3G/4G Wireless Broadband Connection Card
- Cradlepoint MBR 1200 Router with Security Enclosure
- SMARTLink SSL Encrypted Payment Gateway
- Sprint 3G/4G Wireless Broadband Service
- SMARTLink Secure Transaction Delivery

**For new service, contact the CITGO Wireless Broadband Hotline at 1-800-423-8434 x4333.**





## **CITGO WIRELESS BROADBAND** **CITGO's Solution to High Speed Transaction Processing**

The new CITGO Wireless Broadband Solution meets all Payment Card Industry security standards and consists of SPRINT Wireless Internet Service and Heartland SMARTLink Data Encryption Service.

### **SPRINT Wireless 3G/4G Internet Service**

The SPRINT Wireless Internet Service is an effective solution for those marketers who want one vendor for all their locations' internet needs. It makes it easy to keep track of the billing for retail location internet service since the billing is all done by CITGO via EFT from the marketer's account and there is only one support number to call for an internet issue at any of your retail locations. It's also great for those locations that can't get DSL.

SPRINT Wireless Internet Service is convenient because all troubleshooting is done remotely, it never requires a phone company technician visit, and support is provided by the CITGO POS Help Desk.

- Requires a 12 Month Commitment and a signed Agreement (must be approved by a CITGO Region Manager)
- Service will continue on a month-to-month basis after the 12 month commitment term has been met
- Service can be discontinued at any time with a 30 day written notice (there is a \$200 Early Termination Fee if service is canceled before the 12 month commitment has been met)
- Can be used with any of the CITGO certified data encryption services: Heartland SMARTLink, EchoSat SPG or Datawire.
- Can be used to allow wireless internet access for employees or customers

-----Cost-----

\$ 299.00 Cradlepoint MBR-1200 Wi-Fi Router and Wireless Air Card (one-time equipment cost)

\$ 51.50 Monthly Charge for Unlimited 4G/3G Wireless Data Internet Service

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### **Heartland SMARTLink Data Encryption Service**

The Heartland SMARTLink Data Encryption Service is the solution for marketers or retail locations who want the faster transaction processing speed that is obtained by processing credit card transactions using an internet connection rather than dial up. It is also a good solution for those locations who have trouble with their phone lines or who are currently using the more expensive satellite transaction processing method. The Heartland SMARTLink Data Encryption Service is convenient for marketers because all troubleshooting is done remotely, support is provided by the CITGO POS Help Desk and all billing is done by CITGO via EFT from the marketer's account.

- Requires a signed Agreement but there is no commitment term
- Service can be discontinued at any time with 30 days written notice
- Dial Backup is included in the cost (requires an analog phone line)
- Expandable to support most store devices
- Eliminates the monthly one penny per transaction dial up fee
- Can be used with your existing DSL, cable modem or wireless internet service
- Discounts are available for locations converting from Datawire or EchoSat SPG

-----Cost-----

**SMARTLink Pro** – Basic Service for Register Transactions

\$325.00 Secure Payment Gateway Model 7501 Encryption Device (one-time equipment cost)

\$149.00 Set Up Fee (One-time cost)

\$ 25.00 Monthly Charge for Secure Data Encryption Service

**SMARTLink ProPlus** – Expanded Service for Register Transactions Plus ATM and other devices

\$479.00 Secure Payment Gateway Model 7511 Encryption Device (one-time equipment cost)

\$149.00 Set Up Fee (One-time cost)

\$ 29.00 Monthly Charge for Secure Data Encryption Service

\$ 4.50 Monthly Additional Port Charge (if more than 2)

**There is a 5-10 Day Turn-Around Time for Both SPRINT and SMARTLink Orders**  
**Additional Information is Available by Calling 1-800-423-8434 x4333**

**CITGO Wireless Broadband  
Which Service Do You Need and How Much Does It Cost?**

**A) You already have internet access in your store (DSL, cable modem or wireless internet) and want to process your register transactions over the internet**

**Heartland SMARTLink Secure Data Encryption Service – Pro**

\$325	Secure Payment Gateway Data Encryption Box –Model 7501
\$149	SMARTLink Data Encryption Service Set Up Fee
\$25	Monthly SMARTLink Data Encryption Service (No Contract Required)

Heartland SMARTLink Pro Data Encryption Service is for locations that already have an internet connection (DSL or cable) and require only the data encryption service for their POS register transactions.

**OR**

**Heartland SMARTLink Secure Data Encryption Service – ProPlus**

\$479	Secure Payment Gateway Data Encryption Box – Model 7511
\$4.50	Additional Port Fee (per additional application – ATM, etc)
\$149	Heartland SMARTLink Data Encryption Service Set Up Fee
\$29	Monthly SMARTLink Data Encryption Service (No Contract Required)

Heartland SMARTLink ProPlus Data Encryption Service is for locations that already have an internet connection (DSL or cable) and require data encryption service for POS register data as well as for other applications/devices such as ATMs.

**B) You already have internet access and you are currently using Datawire or EchoSat SPG and want to switch to the CITGO Wireless Broadband product**

**Heartland SMARTLink Secure Data Encryption Service – Pro**

\$325	Secure Payment Gateway Data Encryption Box –Model 7501*
\$25	Monthly SMARTLink Data Encryption Service (No Contract Required)
\$ 0	There is no set up fee for locations switching from Datawire or EchoSat SPG

\* There is no equipment cost for EchoSat SPG or Datawire locations with micronode models 1100 & 1400  
Heartland SMARTLink Pro Data Encryption Service is for locations that already have an internet connection (DSL or cable) and require only the data encryption service for their POS register transactions.

**OR**

**Heartland SMARTLink Secure Data Encryption Service – ProPlus**

\$479	Secure Payment Gateway Data Encryption Box – Model 7511*
\$4.50	Additional Port Fee (per additional application – ATM, etc)
\$29	Monthly SMARTLink Data Encryption Service (No Contract Required)
\$ 0	There is no set up fee for locations switching from Datawire or EchoSat SPG

\* There is no equipment cost for EchoSat SPG or Datawire locations with micronode models 1100 & 1400  
Heartland SMARTLink ProPlus Data Encryption Service is for locations that already have an internet connection (DSL or cable) and require data encryption service for POS register data as well as for other applications/devices such as ATMs.

**C) You want internet service for your store but don't want to process transactions over the internet**

**SPRINT Wireless 3G/4G Internet Service**

\$299	Wireless MBR 1200 Router/Air Card/Security Cover
\$51.50	Monthly SPRINT Wireless Internet Service (12 Month Contract Required)

SPRINT Wireless Internet Service is for locations that require only internet connectivity (replaces DSL or cable). This wireless internet can also be used with existing Datawire and EchoSat SPG data encryption equipment and service.

**D) You don't have internet access but you want to be able to process transactions using the internet**

**CITGO Wireless Broadband Solution – Pro Combined Service**

\$299	Wireless MBR1200 Router/Air Card/Security Cover
\$325	Secure Payment Gateway Encryption Box – Model 7501*
\$149	Heartland SMARTLink Data Encryption Service Set Up Fee*
\$51.50	Monthly SPRINT Wireless Internet Service (12 Month Contract Required)
\$25	Monthly Heartland SMARTLink Data Encryption Service

The Pro Combined Service is for locations that need internet service AND data encryption service for POS register data only. To connect other devices such as an ATM requires the ProPlus Combined Service.

**OR**

**CITGO Wireless Broadband Solution – ProPlus Combined Service**

\$299	Wireless MBR 1200 Router/Air Card/Security Cover
\$479	Secure Payment Gateway Encryption Box – Model 7511*
\$4.50	Additional Port Fee (per additional application – ATM, etc)
\$149	Heartland SMARTLink Data Encryption Service Set Up Fee*
\$51.50	Monthly SPRINT Wireless Internet Service (12 Month Contract Required)
\$29	Monthly Heartland SMARTLink Data Encryption Service

The ProPlus Combined Service is for locations that need internet service AND data encryption service for POS register data as well as for other applications/devices such as ATMs, check processors or money orders.

**E) You have various internet providers for your locations and want to simplify your billing and support by switching them all to the same internet service**

**SPRINT Wireless 3G/4G Internet Service**

\$299	Wireless MBR 1200 Router/Air Card/Security Cover
\$51.50	Monthly SPRINT Wireless Internet Service (12 Month Contract Required)

SPRINT Wireless Internet Service is for locations that require only internet connectivity (replaces DSL or cable). This wireless internet can also be used with existing Datawire and EchoSat SPG data encryption equipment and service.

**Available Discounts**

There are discounts available to locations converting from Datawire or EchoSat SPG.

- Current Datawire users with a micronode model of 1100 or 1400 can receive a free Heartland SMARTLink data encryption box (contingent upon return of old Datawire equipment to Heartland within 30 days of order)
- Current EchoSat SPG users are not required to purchase equipment – the EchoSat equipment can be reused and reconfigured remotely (contingent upon any EchoSat contract terms having been completed)
- Set Up fee is waived if replacing Datawire or EchoSat SPG

**Exclusions**

Locations using VeriFone VX570 and Pinnacle Palm POS systems will continue to use Datawire as their transaction communication method until further notice; however, these POS systems can use the SPRINT Wireless Internet service with Datawire (instead of DSL or cable modem).

**Current Contracts**

If you are currently using EchoSat SPG, EchoSat Satellite or Heartland/Hughes Satellite then you will need to confirm that your contract term with EchoSat or Heartland has expired. CITGO does not have any information regarding your contracts with other vendors.

**Equipment Installation**

Equipment installation is the responsibility of the Marketer or retail location. Installation instructions will be included with the equipment as well as a support number to call with any questions.

**Service Technician Requirements**

VeriFone Ruby, Ruby with Sapphire, VeriFone Topaz and Topaz with Sapphire POS systems will require a VeriFone certified Technician to change the register configuration when switching from Dial Up to CITGO Broadband and from Datawire to CITGO Broadband. It is the Marketer or retail location's responsibility to pay the cost of the technician visit.

## **CITGO Wireless Broadband FAQs**

### **What is high speed transaction processing?**

High speed (or broadband) transaction processing allows retail locations to process credit card transactions over the internet.

### **What do I need in order to process register transactions over the internet?**

To process register transactions over the internet you need:

- A) An internet connection
- B) A data encryption service to make the credit card data secure so that it cannot be “stolen” while being transmitted over the internet

### **What kind of internet connection can I use?**

For high speed (broadband) internet transaction processing you can use:

- A) Wireless Data Service
- B) Cable Modem
- C) DSL

### **Can I use any data encryption service?**

For locations on the CITGO network you can use:

- A) Heartland SMARTLink (No contract required and billed to the marketer by CITGO via EFT)
- B) EchoSat SPG (requires a contract with EchoSat and is billed by EchoSat)
- C) Datawire (new setups for VX570 terminals and Pinnacle Palm POS systems only)

### **If I already have a DSL line can I process transactions over the internet without the data encryption service?**

No. In order to transmit credit card information over the internet you must:

- A) Have some method of telling the credit card data how to get to the credit card processor
- B) Have a way to secure (encrypt) the credit card data so that it cannot be “stolen” as it passes across the open internet

This requires the use of a Data Encryption box to secure the data before it enters the internet and a Data Encryption Service to reformat the encrypted data so that it can be read by the credit card processor.

### **Why is broadband processing better than dial up or satellite?**

- Processing transactions over the internet is much faster than using dial up over a phone line
- Broadband processing is not as subject to weather conditions as satellite
- Broadband processing costs much less than satellite
- Broadband processing does not require heavy equipment to be mounted on the roof
- With broadband processing you have an internet connection that can be used by other devices such as a back office PC
- The data encryption service can be used for other devices such as an ATM or money order service which may allow the location to eliminate the need for additional phone lines
- The one penny per dial-up transaction fee is not charged to broadband locations
- If you have a POS system where the POS vendor utilizes remote access then it will be much faster over an internet connection than a phone line.

### **Do I have to use the SPRINT Internet Service if I want to use the Heartland SMARTLink Data Encryption Service?**

No, you can use the Heartland SMARTLink Data Encryption Service with DSL, Cable Modem or other wireless internet providers.

### **Do I have to use the Heartland SMARTLink Data Encryption Service if I use the SPRINT Wireless Internet Service?**

No. You can use SPRINT Wireless with another CITGO certified data encryption service such as Datawire or EchoSat SPG or by itself if you want just an internet connection and do not want to use high speed processing for your register transactions.

### **Will I still have to pay the \$75 that CITGO charges me each month if I switch to broadband processing?**

Yes. The \$75 monthly charge has nothing to do with the transaction communication method that a location uses. The \$75 CITGO Service Fee is charged to all locations regardless of whether they are on dial up or broadband. The \$75 charge is for various services such as:

- Dedicated help desk service for both payment card settlement and equipment/network/software issues
- Dedicated resources for chargeback reconciliation and for fraud control assistance

**Will I still have to pay the 1 penny per transaction dial up fee if I switch to broadband?**

No. The \$0.01 fee charged per dial up transaction is charged only to locations that are transmitting register credit card data using modem dial up. This penny fee is charged to CITGO by the dial up toll number vendor and CITGO passes the fee through to the responsible locations.

**I have a low volume location. Is it more cost effective to go with broadband processing?**

If you have a low volume location (less than 2000 transactions per month) then it would probably be more cost effective to stay on dial up. However, the answer for your location depends on various factors so please call 1-800-423-8434 x4333 to discuss your specific situation.

**Does the SPRINT Wireless Data and Internet Service come with phone service?**

No. However SPRINT does offer CITGO marketers and locations a discount on phone service. If you are interested in SPRINT phone service then please contact Heather McCormick at 832-971-7656.

**Does a technician have to install the SPRINT Wireless internet and Heartland SMARTLink Data Encryption equipment?**

No. The equipment is sent with easy installation instructions and contact information for installation support. However:

- VeriFone Ruby and Topaz POS systems may require configuration changes that may need to be done by a VeriFone-certified technician.
- The Terminal ID will need to be changed to 04 which may require the service of a POS technician.

All technician services and costs are the responsibility of the marketer or retail location.

**Do I have to call different support numbers if I have problems with my SPRINT Wireless Service or my Heartland SMARTLink Service?**

No. You will call the CITGO POS Help Desk at 1-800-533-3421 option 2 then option 2 then option 6 for any issues related to your SPRINT Wireless service or your Heartland SMARTLink Data Encryption Service.

**Will I receive a bill from SPRINT and Heartland?**

No. All billing for the SPRINT Wireless Internet Service and the Heartland SMARTLink Data Encryption Service will be done by CITGO via an EFT from the marketer's account.

**Can a retail location order SPRINT Wireless Internet Service or Heartland SMARTLink Data Encryption Service?**

No. Due to the fact that these services will be billed via EFT to the marketer, the SPRINT Wireless and Heartland SMARTLink services can be ordered only by a marketer or fuel distributor who has a contract with CITGO. If a retail location has a marketer who is not aware of the CITGO Wireless Broadband program then the retail location should call the CITGO Broadband hotline for assistance (1-800-423-8434 x4333).

**If I have unbranded locations that do not process credit cards over the CITGO network can I still order SPRINT Wireless Internet Service and Heartland SMARTLink Data Encryption Service for those unbranded locations?**

A marketer can order the SPRINT Wireless Internet Service for any of his/her locations regardless of whether the locations are on the CITGO network.

However, the Heartland SMARTLink Data Encryption Service can be used only by locations that process their credit cards through CITGO.

**If I'm currently using Datawire can I switch to the Heartland SMARTLink service?**

Maybe. Locations using Omni VX570 standalone terminals and those using Pinnacle Palm POS systems will need to continue using Datawire until further notice. All other Datawire locations can switch to the new Heartland SMARTLink Data Encryption Service at any time.

**If I'm currently using the EchoSat SPG data encryption service can I switch to the Heartland SMARTLink service?**

Maybe. Locations currently using EchoSat can switch to the new Heartland SMARTLink service IF the location does not have a contract with EchoSat or if their EchoSat contract has expired and they are using the EchoSat service on a month-to-month basis. It is the responsibility of the marketer or retail location to know the terms of their contract with EchoSat as CITGO does not have any information about your contracts with other vendors. CITGO will not buy out any remaining time on marketer or retail location contracts with any vendors.

**If I'm currently using EchoSat or Heartland satellite service can I switch to the CITGO Wireless Broadband Service?**

Maybe. Locations currently using satellite can switch to the CITGO Wireless Broadband Service if they are on a month-to-month satellite lease. It is the responsibility of the marketer or retail location to pay any satellite service termination and/or deinstallation fees and to know the terms of their satellite contract as CITGO does not have any information about your contracts with other vendors. CITGO will not buy out any remaining time on marketer or retail location contracts with any vendors.



For CITGO Use: Marketer SoldTo \_\_\_\_\_ Date Order Form Received \_\_\_\_\_  
Date Marketer Agreement Received \_\_\_\_\_ Date Agreement Approved by RM \_\_\_\_\_

## CITGO Wireless Broadband Order Form

Marketer: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Person Placing Order: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Marketers must sign and return the CITGO SPRINT Wireless Data Agreement and/or the CITGO Heartland Data Encryption Agreement before any equipment or service will be ordered.  
It is not necessary to sign a new Agreement for subsequent locations if a signed Agreement is already on file at CITGO.

**\*\*It is not necessary to fill in the B) side information if you are ordering only the SPRINT Wireless Internet Service.**

### Location 1

A) <input type="checkbox"/> SPRINT Wireless Data and Internet Service	B) <input type="checkbox"/> Heartland Data Encryption Service
<p>CITGO Location #: <u>000</u></p> <p>Retail Location Name: _____</p> <p>Location Address: _____</p> <p>City, State and Zip: _____</p> <p>Phone #: _____</p> <p>Contact Name: _____</p> <p>Ship To Address if Different from Location Address: _____ _____ _____ _____</p>	<p><b>Current Transaction Communication Method:</b></p> <p><input type="checkbox"/> Dial</p> <p><input type="checkbox"/> Datawire----- Model # of Micronode: _____</p> <p><input type="checkbox"/> EchoSat SPG--- Contract Ended?: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Satellite----- Vendor: <input type="checkbox"/> Heartland <input type="checkbox"/> EchoSat</p> <p><input type="checkbox"/> Other _____</p> <p><b>POS Type:</b></p> <p><input type="checkbox"/> VeriFone Ruby or Topaz <input type="checkbox"/> Gilbarco Passport <input type="checkbox"/> Fiscal</p> <p><input type="checkbox"/> Wayne Nucleus <input type="checkbox"/> Other: _____</p> <p>At this time, Pinnacle Palm and VeriFone VX570 systems will need to remain on Datawire.</p> <p><input type="checkbox"/> <b>Have additional devices requiring data encryption (ATM, etc) -</b> (CITGO will call Marketer for details)</p>

### Location 2 (see next page if ordering for more than 2 locations)

A) <input type="checkbox"/> SPRINT Wireless Data and Internet Service	B) <input type="checkbox"/> Heartland Data Encryption Service
<p>CITGO Location #: <u>000</u></p> <p>Retail Location Name: _____</p> <p>Location Address: _____</p> <p>City, State and Zip: _____</p> <p>Phone #: _____</p> <p>Contact Name: _____</p> <p>Ship To Address if Different from Location Address: _____ _____ _____ _____</p>	<p><b>Current Transaction Communication Method:</b></p> <p><input type="checkbox"/> Dial</p> <p><input type="checkbox"/> Datawire----- Model # of Micronode: _____</p> <p><input type="checkbox"/> EchoSat SPG--- Contract Ended?: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Satellite----- Vendor: <input type="checkbox"/> Heartland <input type="checkbox"/> EchoSat</p> <p><input type="checkbox"/> Other _____</p> <p><b>POS Type:</b></p> <p><input type="checkbox"/> VeriFone Ruby or Topaz <input type="checkbox"/> Gilbarco Passport <input type="checkbox"/> Fiscal</p> <p><input type="checkbox"/> Wayne Nucleus <input type="checkbox"/> Other: _____</p> <p>At this time, Pinnacle Palm and VeriFone VX570 systems will need to remain on Datawire.</p> <p><input type="checkbox"/> <b>Have additional devices requiring data encryption (ATM, etc) -</b> (CITGO will call Marketer for details)</p>

Please fill out the requested order information for each location for which you are ordering service and email the completed form to [posprint@citgo.com](mailto:posprint@citgo.com) or fax the completed form to 832-486-4476.

If you have any questions or if you need help determining whether you need SPRINT Wireless Internet Service, Heartland SMARTLink Data Encryption Service, or Combined Service please call 1-800-423-8434 x4333.

For CITGO Use: Marketer SoldTo \_\_\_\_\_ Date Order Form Received \_\_\_\_\_  
Date Marketer Agreement Received \_\_\_\_\_ Date Agreement Approved by RM \_\_\_\_\_

### CITGO Broadband Order – Additional Locations

Location \_\_\_\_

A) <input type="checkbox"/> SPRINT Wireless Data and Internet Service	B) <input type="checkbox"/> Heartland Data Encryption Service
CITGO Location #: <u>000</u>	<b>Current Transaction Communication Method:</b> <input type="checkbox"/> Dial <input type="checkbox"/> Datewire----- Model # of Micronode: _____ <input type="checkbox"/> EchoSat SPG--- Contract Ended?: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Satellite----- Vendor: <input type="checkbox"/> Heartland <input type="checkbox"/> EchoSat <input type="checkbox"/> Other _____
Retail Location Name: _____	
Location Address: _____	<b>POS Type:</b> <input type="checkbox"/> VeriFone Ruby or Topaz <input type="checkbox"/> Gilbarco Passport <input type="checkbox"/> Fiscal <input type="checkbox"/> Wayne Nucleus <input type="checkbox"/> Other: _____ <input type="checkbox"/> <b>Have additional devices requiring data encryption (ATM, etc) –</b> (CITGO will call Marketer for details)
City, State and Zip: _____	
Phone #: _____	
Contact Name: _____	
Ship To Address if Different from Location Address: _____ _____ _____	

Location \_\_\_\_

A) <input type="checkbox"/> SPRINT Wireless Data and Internet Service	B) <input type="checkbox"/> Heartland Data Encryption Service
CITGO Location #: <u>000</u>	<b>Current Transaction Communication Method:</b> <input type="checkbox"/> Dial <input type="checkbox"/> Datewire----- Model # of Micronode: _____ <input type="checkbox"/> EchoSat SPG--- Contract Ended?: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Satellite----- Vendor: <input type="checkbox"/> Heartland <input type="checkbox"/> EchoSat <input type="checkbox"/> Other _____
Retail Location Name: _____	
Location Address: _____	<b>POS Type:</b> <input type="checkbox"/> VeriFone Ruby or Topaz <input type="checkbox"/> Gilbarco Passport <input type="checkbox"/> Fiscal <input type="checkbox"/> Wayne Nucleus <input type="checkbox"/> Other: _____ <input type="checkbox"/> <b>Have additional devices requiring data encryption (ATM, etc) –</b> (CITGO will call Marketer for details)
City, State and Zip: _____	
Phone #: _____	
Contact Name: _____	
Ship To Address if Different from Location Address: _____ _____ _____	

Location \_\_\_\_

A) <input type="checkbox"/> SPRINT Wireless Data and Internet Service	B) <input type="checkbox"/> Heartland Data Encryption Service
CITGO Location #: <u>000</u>	<b>Current Transaction Communication Method:</b> <input type="checkbox"/> Dial <input type="checkbox"/> Datewire----- Model # of Micronode: _____ <input type="checkbox"/> EchoSat SPG--- Contract Ended?: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Satellite----- Vendor: <input type="checkbox"/> Heartland <input type="checkbox"/> EchoSat <input type="checkbox"/> Other _____
Retail Location Name: _____	
Location Address: _____	<b>POS Type:</b> <input type="checkbox"/> VeriFone Ruby or Topaz <input type="checkbox"/> Gilbarco Passport <input type="checkbox"/> Fiscal <input type="checkbox"/> Wayne Nucleus <input type="checkbox"/> Other: _____ <input type="checkbox"/> <b>Have additional devices requiring data encryption (ATM, etc) –</b> (CITGO will call Marketer for details)
City, State and Zip: _____	
Phone #: _____	
Contact Name: _____	
Ship To Address if Different from Location Address: _____ _____ _____	

(Copy this page if more than 3 additional locations)

Please fill out the requested order information for each location for which you are ordering service and email the completed form to [posprint@citgo.com](mailto:posprint@citgo.com) or fax the completed form to 832-486-4476.

If you have any questions or if you need help determining whether you need SPRINT Wireless Internet Service, Heartland SMARTLink Data Encryption Service, or Combined Service please call 1-800-423-8434 x4333.



## **CITGO / MARKETER AGREEMENT FOR HEARTLAND TRANSACTION ENCRYPTION EQUIPMENT AND SERVICE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, CITGO Petroleum Corporation, a Delaware corporation, having a principal place of business at 1293 Eldridge Parkway, P. O. Box 4689, Houston, TX 77210-4689, hereinafter called "CITGO," and

\_\_\_\_\_  
Marketer Name, a \_\_\_\_\_  
State of Incorporation  
corporation, having a principal office and place of business at \_\_\_\_\_  
\_\_\_\_\_  
Marketer Address City State Zip hereinafter called "Marketer," hereby enter into this AGREEMENT FOR HEARTLAND TRANSACTION ENCRYPTION EQUIPMENT and SERVICE (the "Agreement"). In the Agreement, CITGO and MARKETER may be collectively referred to as the "Parties."

### **I. TERM**

This Agreement outlines the Service and Equipment needed to process transactions through a secure encrypted environment. As used herein, the term "Equipment" shall refer to the current equipment offering, which is a **Secure Payment Gateway model 7501 (Pro) and model 7511 (ProPlus)**. As used herein, the term "Service" shall apply to two transaction data encryption service plans: **(1) Pro and (2) ProPlus**. The Pro Service Plan allows for credit card processing only, the ProPlus Service Plan allows for secure transaction processing for multiple devices and/or systems (for example, credit card and ATM).

There is no extended commitment period for Service. There are no penalties for cancellation of the Service and Service can be cancelled at any time with a 30 day written notice.

### **II. EQUIPMENT**

The Marketer agrees to pay for the Equipment as defined above, in one lump sum payment via EFT. The following additional conditions shall apply:

- Payment for Equipment will be collected via EFT and will be processed upon ordering the Equipment.
- Applicable taxes will apply to all Equipment sold.
- Shipping cost will be billed at a later time once shipping cost is determined.
- Charges will appear as a line item on the EFT statement for both the Equipment cost and the shipping cost.
- Once purchased and received, Marketer shall own the Equipment; CITGO will not be responsible or liable for lost, stolen, or broken Equipment.
- Equipment is covered under the manufacturer's warranty serviced through Heartland

### **III. SERVICE**

Service will be billed based on the following:

- The monthly charge will be on the POS Billing Report as a line item
- The monthly charge will be done via EFT
- POS Billing is generated on the 1<sup>st</sup> CITGO business day of each month for the previous month's Service. There will be no prorating of Service charges for the month that Service starts; the full monthly charge will apply regardless of the day of the month that Service starts.
- The monthly charge will be in effect until such time as a written 30 day notice for termination of Service is received at CITGO. This can be via email to posprint@citgo.com. Confirmation from CITGO is required.

### **IV. INDEMNIFICATION AND LIMITATION OF LIABILITY:**

Marketer agrees to defend, release, hold harmless, and indemnify CITGO for any claims, suits, demands, and/or damages relating to or arising from (1) the operation or functionality of the Equipment, and (2) Marketer's financial obligations to CITGO in the event of Marketer or Retailer default.

CITGO will not be liable or responsible for any claims, suits, demands, or damages in the event the Equipment malfunctions; specifically, CITGO will NOT be responsible for lost transactional data or the financial value of those transactions.

### **V. MISCELLANEOUS:**

**In the Event of a Location Debrand:** The location must notify CITGO that they are discontinuing Service or the monthly service charge will continue to be billed. CITGO requires a 30 day notice to discontinue Service.

**In the Event of a Location Transfer:** If a location is sold to a CITGO affiliated Marketer OR transferred within a CITGO Marketer's organization it may be possible to transfer the Service. Approval is required prior to Service being transferred. A written request for the transfer should be sent from the Marketer via email to posprint@citgo.com. Approval will be confirmed by return email.

The hardware is owned by the original Marketer so all hardware transfers will be between the Marketers and locations involved. Once Equipment is sold to the original Marketer, CITGO takes no other responsibility for the Equipment. Any transfer of Service may require a new setup as configuration of the encryption box may be needed. Contact CITGO for guidance.

**Continued Service:** Service will continue on a month-to-month basis until the Marketer notifies CITGO via email of his intent to terminate the Agreement. The notification should be sent to posprint@citgo.com and delivery must be confirmed. A 30 day termination notice is required

When (1) a site is debranded or transferred and (2) Service is continuing on a month-to-month basis then, to have billing stopped, it is the responsibility of the Marketer to send notification of the debrand or transfer to posprint@citgo.com. Marketer must also verify that a confirmation email is returned. Merely notifying the CITGO Territory Sales Manager of the site debrand or transfer will be insufficient to stop the billing for the Service.

## **VI. CHOICE OF LAW AND VENUE**

In all respects, this Agreement is intended to be consistent with the terms and conditions of the CITGO Marketer Franchise Agreement, which includes the choice of law and venue requirements. Therefore, this Agreement shall be governed by the laws of the State of Texas without regard to its choice of law rules, and shall be governed and construed in accordance with the laws of that State in all respects, including, without limitation matters of construction, validity and performance. The Parties further agree that the exclusive venue for any proceeding relating to or arising out of this Agreement shall be the United States District Court for the Southern District of Texas, Houston Division. If the United States District Court for the Southern District of Texas, Houston Division, lacks subject matter jurisdiction over this proceeding, the Parties agree that the exclusive venue for any proceeding relating to or arising out of this Agreement shall be the State Judicial District Courts of Harris County, Texas. CITGO AND MARKETER HEREBY UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION BASED UPON, RELATING TO OR ARISING OUT OF, DIRECTLY OR INDIRECTLY

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year first above written.

**CITGO PETROLEUM CORPORATION**

**MARKETER**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Please keep a copy for your records and email signed document to [posprint@citgo.com](mailto:posprint@citgo.com) or fax to 832-486-4476.

## **CITGO / MARKETER AGREEMENT FOR SPRINT WIRELESS DATA EQUIPMENT and SPRINT WIRELESS 3G/4G SERVICE**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, CITGO Petroleum Corporation, a Delaware corporation, having a principal place of business at 1293 Eldridge Parkway, P. O. Box 4689, Houston, TX 77210-4689, hereinafter called "CITGO," and

\_\_\_\_\_  
Marketer Name, a \_\_\_\_\_  
State of Incorporation  
corporation, having a principal office and place of business at \_\_\_\_\_  
\_\_\_\_\_  
Marketer Address City State Zip hereinafter called "Marketer," hereby enter into this AGREEMENT FOR SPRINT WIRELESS DATA EQUIPMENT and SPRINT WIRELESS 3G/4G SERVICE (the "Agreement"). In the Agreement, CITGO and MARKETER may be collectively referred to as the "Parties."

### **I. TERM**

This Agreement is a one year agreement for a monthly charge for SPRINT unlimited data service. As used herein, the term "Equipment" shall refer only to: **Cradlepoint MBR 1200 Router with a security enclosure and a 3G/4G SPRINT Air Card**. As used herein, the term "Service" shall refer only to: **SPRINT WIRELESS 3G/4G unlimited data service**. The one-year term begins on the date the Equipment is shipped and is site specific. The charge will stay in effect for the contract period. This Agreement will cover all Marketer sites where Service is ordered and the twelve-month period for each site will begin on the date the Equipment is shipped to that site. If the Marketer decides to cancel Service prior to the year commitment being met, Marketer will be subject to a \$200 penalty per site where Service is dropped.

### **II. EQUIPMENT**

The Marketer agrees to pay for the Equipment, as defined above, in one lump sum payment via EFT. The following additional conditions shall apply:

- Applicable shipping and taxes will apply to all Equipment sold. These charges will appear as a line item on the EFT statement.
- Once purchased and received, Marketer shall own the Equipment; CITGO will not be responsible or liable for lost, stolen, or broken Equipment.
- Equipment is covered under the manufacturer's warranty through Wireless Innovations

### **III. PHONE PLANS**

Phone plans are available at discounted pricing through SPRINT using the CITGO discount plan. All phone plans and orders are handled directly with SPRINT. CITGO will not be involved in phone plans and will not be responsible for anything related to phone plans or equipment.

Marketer has the option to run any of its sites, whether or not branded CITGO, under the CITGO pricing plan. This applies to Phone Plans as well as the CITGO Data Plan.

All orders for SPRINT wireless data services will be handled by CITGO; CITGO will maintain the orders and control the shipment of products for the Data Plan services only (Service and associated Equipment).

### **IV. BILLING**

The following conditions shall apply to all Billing matters arising from this Agreement:

- Billing will begin at the time Equipment is shipped.
- For the month the order is shipped, billing will be prorated from date of shipping to the end of the month.
- Monthly Service is billed in advance; for example, the Service for January will be billed on January 1st.
- An email will be sent to the Marketer (if requested) when the Equipment is shipped.
- Billing will appear on the month-end POS billing report and will be done via EFT. Month-end POS billing is created on the first business day of the month.
- There is a 30-day money back guarantee for Service and equipment.
- Marketer understands that this is a contract for SPRINT wireless Service only. The additional equipment and service needed for the full CITGO Wireless Broadband solution is covered under a different contract.

### **V. INDEMNIFICATION AND LIMITATION OF LIABILITY:**

Marketer agrees to defend, release, hold harmless, and indemnify CITGO for any claims, suits, demands, and/or damages relating to or arising from (1) the operation or functionality of the Equipment and (2) Marketer's financial obligations to CITGO in the event of Marketer or Retailer default.

CITGO will not be liable or responsible for any claims, suits, demands, or damages in the event the Equipment malfunctions; specifically, CITGO will NOT be responsible for lost transactional data or the financial value of those transactions.



## **VI. MISCELLANEOUS:**

**In the Event of a Location Debrand:** The Marketer will be responsible for the \$200 early termination fee if the one-year site commitment has not been met. The early termination fee will apply to each debranded site enrolled in the CITGO SPRINT wireless plan for data services. The early termination fee amount will be deducted via EFT.

**In the Event of a Location Transfer:** If a location is sold to a CITGO affiliated Marketer OR transferred within a CITGO Marketer's organization prior to the end of the one year commitment period, it may be possible to transfer the Service commitment. Approval is required prior to Service commitment being transferred. A written request for the transfer should be sent from the Marketer via email to [posprint@citgo.com](mailto:posprint@citgo.com). Approval will be confirmed by return email.

The hardware is owned by the original Marketer so all hardware transfers will be between the Marketers and locations involved. Once Equipment is sold to the original Marketer, CITGO takes no other responsibility for the Equipment.

Any transfer of data service will require a new setup as passwords will need to be changed within the equipment.

**Continued Service:** After the one year commitment period, Service will continue on a month-to-month basis until the Marketer notifies CITGO via email of his intent to terminate the Agreement. The notification should be sent to [posprint@citgo.com](mailto:posprint@citgo.com) and delivery must be confirmed.

When (1) a site is debranded or transferred, (2) the one year commitment for that site has been satisfied, and (3) Service is continuing on a month-to-month basis then, to have billing stopped, it is the responsibility of the Marketer to send notification of the debrand or transfer to [posprint@citgo.com](mailto:posprint@citgo.com). Marketer must also verify that a confirmation email is returned. Merely notifying the CITGO Territory Sales Manager of the site debrand or transfer will be insufficient to stop the billing for the Services.

## **VII. CHOICE OF LAW AND VENUE**

In all respects, this Agreement is intended to be consistent with the terms and conditions of the CITGO Marketer Franchise Agreement, which includes the choice of law and venue requirements. Therefore, this Agreement shall be governed by the laws of the State of Texas without regard to its choice of law rules, and shall be governed and construed in accordance with the laws of that State in all respects, including, without limitation matters of construction, validity and performance. The Parties further agree that the exclusive venue for any proceeding relating to or arising out of this Agreement shall be the United States District Court for the Southern District of Texas, Houston Division. If the United States District Court for the Southern District of Texas, Houston Division, lacks subject matter jurisdiction over this proceeding, the Parties agree that the exclusive venue for any proceeding relating to or arising out of this Agreement shall be the State Judicial District Courts of Harris County, Texas. CITGO AND MARKETER HEREBY UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION BASED UPON, RELATING TO OR ARISING OUT OF, DIRECTLY OR INDIRECTLY

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed the day and year first above written.

**CITGO PETROLEUM CORPORATION**

**MARKETER**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Please keep a copy for your records and email signed document to [posprint@citgo.com](mailto:posprint@citgo.com) or fax to 832-486-4476. CITGO will obtain Region Manager approval prior to contract completion.



# **CITGO PCI e-Learning Center**

## **An Important Safeguard for Your Business**

In an effort to help you secure sensitive data and comply with mandatory card brand rules, CITGO, in conjunction with ProPay, has developed the **CITGO PCI e-Learning Center**. This site is a free resource intended to provide a single source destination to help you with your Payment Card Industry (PCI) and information security training needs.

Currently available through the CITGO PCI e-Learning Center are three online courses for Marketers, Retailers, store managers and sales associates. These courses have been designed by industry experts with significant training experience and will help you navigate the murky waters of the PCI security standards and provide a good overall fraud prevention strategy for your home office as well as sites for which you have responsibility.

The CITGO PCI e-Learning Center is home to a host of features and functions that can help you with your PCI and information security needs. We encourage you to take advantage of all the functionality this tool has to offer.

### **Available Courses**

In addition to an online user manual, the following courses are now available for you:

#### **1. Basic Security and Fraud**

**Audience** Sales Associates

**Description** This course will provide Sales Associates with an overview of common techniques used by data thieves and fraudsters and provides information on how to identify fraud attempts and data theft attempts.

**Objective** Upon completion of this course, Sales Associates should be able to:

- List common techniques used to steal credit card information
- Identify signs of possible fraud
- Take action to prevent the theft of credit card data and fraudulent purchases

**Lesson** Basic Security and Fraud training for Sales Associates

**Certificates** Completion of this course (all lessons must be passed or completed) will earn credit towards the following certificate(s):  
[CITGO Sales Associate Basic Security and Fraud](#)

#### **2. Intermediate Security Fraud and PCI-DSS**

**Audience** Store Owners and Managers

**Description** This course is an introduction to PCI DSS. Users will learn relationships between the card brands while understanding what data elements are allowed to be stored.

**Objective** Upon completion of this course, you will be familiar with:

- The Fundamentals of PCI DSS

- Card brand relationships
- Elements of a payment card
- Data elements that can and cannot be stored
- Data theft techniques

**Lesson** Intermediate Security Fraud and PCI-DSS

**Certificates** Completion of this course (all lessons must be passed or completed) will earn credit towards the following certificate(s):  
[CITGO Manager Intermediate Security, Fraud and PCI DSS](#)

### 3. PCI Compliance Basics

**Audience** Store Owners

**Description** This course is designed for store owners, and is intended to provide an overview of PCI DSS and related obligations.

**Objective** Upon completion of this course, the store owner should be able to:

- Understand PCI DSS requirements
- Understand compliance obligations
- Identify fines associated with non-compliance
- Identify and locate relevant information and documentation related to compliance.

**Lesson** Store Owner PCI Basics

**Certificates** Completion of this course (all lessons must be passed or completed) will earn credit towards the following certificate(s):  
[Store Manager PCI Security Basics Course](#)

### 4. Step-by-Step User Instructions

**Audience** Managers and Sales Associates

**Description** This course will help users learn how to add new users and enroll users in a course.

**Objective** Upon completion of this course, Managers and Sales Associates will understand the functionality of the CITGO PCI e-Learning Center.

**Materials** Step-by-Step Materials (2.18 MB)

**Lesson** Step-by-Step User Instruction

## Why Take the Courses Offered Through the CITGO PCI e-Learning Center?

PCI standards may not be popular, but they are a reality, and they are mandated by credit card companies and, in some cases, the government. As long as credit cards are accepted at your sites, you fall within the realm of PCI compliance.

If fraud is detected at your sites, you are in jeopardy of incurring fines from the card brands as well as some state governments. We urge you to take the necessary steps to protect your business and take the CITGO PCI e-Learning Center courses available to you. Each class is tracked and shows evidence of a desire and willingness to avoid fraud at your sites.

In the event that a requirement for validation is warranted, these classes can assist you in the necessary steps needed to perform the task of filling out the SAQ forms required by some banks under PCI DSS. **CITGO does not require that this be done**, but it is a banking requirement. If our banking partners pass this requirement on to CITGO, then it will become a requirement for your sites.

Additionally, through the CITGO PCI e-Learning Center, you have the ability to reward those employees who take the time and effort to complete the fraud classes. Once a course is successfully completed, an online certificate of completion will be awarded.

## **Logging On**

All CITGO Marketers will be provided with a free account on the CITGO PCI e-Learning Center and administrative rights that will allow them to add new users, enroll users in courses, view reports on user progress and set user securities.

A unique username and first-time, generic password will be provided via e-mail. Once the username and password have been provided, you can log on to the CITGO PCI e-Learning Center at <http://citgopci.propay.com>. Once you enter into the system, you will be asked to change your password and provide an e-mail address. Also, please update your profile information and take “Step-by-Step User Instructions” course to learn how to add users, enroll users in classes and view reports.

Should you have any questions, please feel free to e-mail [pcitraining@citgo.com](mailto:pcitraining@citgo.com).