

DEPARTMENT OF THE TREASURY ALCOHOL AND TOBACCO TAX AND TRADE BUREAU (TTB) PAY.GOV USER AGREEMENT	EFFECTIVE DATE
<p>The following constitutes the full understanding and agreement between the Alcohol and Tobacco Tax and Trade Bureau (TTB) and _____ (a person from a User Company that deals with the Alcohol and Tobacco Tax and Trade Bureau) with regard to the Pay.gov system. This system is subject to the following conditions.</p>	
<ol style="list-style-type: none"> 1. <u>User Account(s) and Access</u>: Upon receipt of an approved agreement, the system administrator will provide a unique username to the user via email. The system administrator will also contact the user via telephone with a password that the user will be required to reset upon their first access of the system. With respect to the username, the following conditions apply: <ol style="list-style-type: none"> a. The user is solely responsible for the security and proper use of their username and password and must take all necessary steps to ensure the password is kept confidential and secure, is used properly, and is not disclosed to anyone. b. The user and the stated User Company agree to indemnify and hold harmless and hereby waive all potential claims for damages against the Department of Treasury and its constituent units arising from any conduct by the user, the stated User Company, and its employees or agents that results in or constitutes a breach of password security or unauthorized use of the Pay.gov system. c. The user and the User Company agree to request revocation of the Pay.gov user ID when the user no longer has Signature Authority or Power of Attorney for the User Company. d. If the user or system administrator identifies that the password security has potentially been breached, they will inform each other and the system administrator will reset the password for that account and provide the new password to the user via telephone before the next tax payment due date. e. The user agrees they will use the system solely for submitting information for the stated User Company. f. Regardless of whether the user and the User Company have actual control over the acts of third parties, they agree that they have the last clear chance to avoid breach of password security for the username and agree to indemnify and hold TTB harmless for any such breach. 2. <u>Network Connection(s)</u>: The user agrees that they will be responsible for providing, maintaining, and supporting a connection to the Pay.gov system via the Internet. The system administrator will be responsible for providing, maintaining, and supporting the Pay.gov system and its connection to the Internet. 3. <u>System Monitoring</u>: The user and the User Company acknowledge that the Pay.gov system is a government computer system and consent to monitoring of the system for security, system maintenance, tax administration, law enforcement, and any other purpose authorized by law. 4. <u>System Outage</u>: In the event that the user cannot access the Pay.gov System, they will immediately notify the system administrator to report the problem. The user and the User Company also acknowledge they are still expected to submit payments when due even if the Pay.gov system is not available. 5. <u>Electronic Payment of Taxes Due</u>: The user and the User Company consent to the use of Automated Electronic Payments from the bank account(s) specified in the Pay.gov system for the amount(s) calculated by Pay.gov from the data entered. 6. <u>Confidentiality of Returns and Return Information</u>: Section 6103, Title 26, United States Code prohibits the disclosure of tax return(s) or return information (as defined in Section 6103) except in specifically proscribed circumstances and provides civil and criminal penalties for the unlawful disclosure of such information. However, Section 6103(c) permits the disclosure of return information to a designee of the taxpayer upon the taxpayer's request. The user and the User Company consent that this Agreement constitutes a request for disclosure to the User Company's designee(s) under Section 6103(c). Further, the User Company agrees that accessing the Pay.gov system by means of the assigned username constitutes an affirmative waiver of all claims under Section 6103, Title 26, United States Code with respect to any return information transmitted during the online access session. 	

7. **Penalties and Interest:** TTB agrees to waive penalties assessed due to failure to timely pay taxes due, where a system failure or downtime caused the delay in submission and the delay or failure to pay is not caused by error or negligence of the User Company. This limited waiver applies only to penalties for failure to pay (Section 6651(a)(2), Title 26, United States Code), or failure to deposit (Section 6656, Title 26, United States Code), when it has been reasonably demonstrated by the User Company, to the satisfaction of TTB, that the failure to pay was caused by the downtime or failure of the Pay.gov system and not by actions of the User Company. Notwithstanding the above, the User Company understands and acknowledges that TTB lacks any legal authority to waive or compromise interest due on late or insufficient tax payments.
8. **Termination of Agreement:** TTB, the user, and the User Company agree that this User Agreement applies only to the Pay.gov system. Periodic enhancements, improvements, and changes to the Pay.gov system will not impact this agreement. Further, the user, the User Company, and TTB agree that this agreement may be terminated at any time for any reason upon written notice.
9. **Separation of Conditions:** If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.
10. **Agreement:** This agreement supersedes any and all other agreements, whether oral or written, between TTB, the user, and the User Company with respect to the matters stated herein, and this agreement contains all of the covenants and agreements between the parties with respect thereto. This agreement may be amended or modified only in writing and shall be effective only after affixation of the signatures of both parties' representatives.

User Information:

Please use this section to show the information for the person requesting the ID.

Name	Date
Title	Email Address
Signature	Telephone Number

For Alcohol and Tobacco Companies only

I am requesting Full Permissions to create, save, and submit reports and/or returns.
Full permissions users must have Signature Authority or Power of Attorney to Submit Returns and/or Reports.
Please use this section to detail your permissions:

I HAVE:

<input type="checkbox"/> Signature Authority	<input type="checkbox"/> Power of Attorney to submit Excise Tax
<input type="checkbox"/> Blanket Power of Attorney	<input type="checkbox"/> Power of Attorney to submit Operational Reports

I am requesting Permissions to create, save, and reassign only.
Reassign users must have permission from someone with Signature Authority or Power of Attorney to get an ID. Please use this section to show the authorization from someone with the proper permissions:

Name	Date
Title	Email Address
Signature	Telephone Number

I HAVE:

<input type="checkbox"/> Signature Authority	<input type="checkbox"/> Blanket Power of Attorney
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Please use this section to detail the information about your company. Use as many lines as necessary.

Company Name	Company Name
Taxpayer Identification Number	Taxpayer Identification Number
Permit/Registry Number	Permit/Registry Number
Address	Address
Company Name	Company Name
Taxpayer Identification Number	Taxpayer Identification Number
Permit/Registry Number	Permit/Registry Number
Address	Address
Company Name	Company Name
Taxpayer Identification Number	Taxpayer Identification Number
Permit/Registry Number	Permit/Registry Number
Address	Address
Company Name	Company Name
Taxpayer Identification Number	Taxpayer Identification Number
Permit/Registry Number	Permit/Registry Number
Address	Address
Company Name	Company Name
Taxpayer Identification Number	Taxpayer Identification Number
Permit/Registry Number	Permit/Registry Number
Address	Address
Company Name	Company Name
Taxpayer Identification Number	Taxpayer Identification Number
Permit/Registry Number	Permit/Registry Number
Address	Address

You must mail the original completed user agreement to us at:

TTB Pay.gov Administrator
 Alcohol and Tobacco Tax and Trade Bureau
 8002 Federal Office Building
 550 Main Street
 Cincinnati, OH 45202

Appendix 1:

Definitions:

1. Agreement: This written agreement between TTB and the User.
2. Automated Electronic Payments: A Payment by electronic funds transfer using the Automated Clearing House payment system.
3. Internal Revenue Code: Title 26 United States Code
4. Internet: The global computer network comprising interconnected networks using standard protocols.
5. Password: The verification used by the Pay.gov system to permit access by an identified username.
6. Pay.gov: The government's electronic payment system running on a computer connected to the Internet to process and submit forms.
7. System Access Request Form: A form prescribed by TTB for gathering personal identification data with regard to each individual authorized to act on behalf of the User Company in the use of the Pay.gov System.
8. Username: The identification used to determine authorization, authority, and privileges for use of the Pay.gov system by the individual to whom access permission has been granted.
9. User: Person with Signature Authority or Power of Attorney for a User Company that will use the Pay.gov system to submit forms and/or payments to TTB. Note: Users may enter data for multiple User Companies.
10. User Company: Entity that has dealings with Alcohol and Tobacco Tax and Trade Bureau.
11. Reassign User: Person without Signature Authority or Power of Attorney that will enter data into the Pay.gov system for a User Company. They then reassign the completed forms to a User for submission.
12. TTB: The Alcohol and Tobacco Tax and Trade Bureau

-----TTB USE ONLY-----

TTB Official(s) Approval _____ Signature _____ Name <u>Director, National Revenue Center</u> Title _____ Date	_____ Signature _____ Name <u>Section Chief, National Revenue Center</u> Title _____ Date
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PRIVACY ACT STATEMENT

We provide this information to comply with Section 3 of the Privacy Act of 1974 (5 U.S.C. 552a (e)(3)). We require this information under the authority of 27 U.S.C. 205(e). You must disclose this information so we may verify your compliance with the Federal laws and regulations we administer for the labeling of alcohol beverages. We use this information for the purposes described in the preceding paragraph. In addition, the information may be disclosed to other Federal, State, and local law enforcement and regulatory agency personnel to verify information on the application and to aid in the performance of their duties. The information may further be disclosed to the Justice Department if it appears that the furnishing of false information may contribute to a violation of Federal law. Disclosure may otherwise be made pursuant to the routine uses most recently published in the Federal Register for ATF's Regulatory Enforcement Records System (Treasury/ATF.008). If you fail to supply complete information, then there will be a delay in the processing of your application.