**GENERAL INFORMATION**

|  |  |  |  |
| --- | --- | --- | --- |
| ***COMPANY NAME*** |  | ***t.i.n.*** |  |
| ***ADDRESS*** |  |
| ***TEL #****For MM: must be 8 digit code**For Outside MM: include your Area code* |  | ***FAX #*** |  |
| ***NAME OF APPLICANT*** |  | ***DESIGNATION*** |  |
| ***E-MAIL*** |  | ***MOBILE PHONE #*** |  |

**BUSINESS INFORMATION**

(Check the Appropriate Box)

|  |  |  |  |
| --- | --- | --- | --- |
|  | CUSTOMS: IMPORT ENTRY DECLARATION |  | CUSTOMS: EXPORT ENTRY DECLARATION |
|  | CUSTOMS: CLIENT PROFILE REGISTRATION SYSTEM (**CPRS**) |  | CUSTOMS: ONLINE RELEASE SYSTEM (**OLRS**) |
|  | CUSTOMS: MANIFEST - AIR |  | CUSTOMS: MANIFEST - SEA |
|  | PEZA e-Systems **eIPS** **AEDS eZTS** |  |  CDC e-System – Electronic Admission Permit System (**eTAPS**) |

**DOCUMENTS TO BE ATTACHED WITH THIS APPLICATION**

1.1. BIR 2303

1.2. For CUSTOMS e-services: BOC Certificate of Registration (COR)

1.3. For PEZA e-services: PEZA Certificate for Locators and Letter of Authority (LOA) for Brokers/Freight Forwarders

1.4. For CDC e-service: CDC Certificate of Registration & Tax Exempt (CRTE), 4-Digit Locator Code from Clark \_\_\_\_\_\_\_\_

**SUBSCRIBER'S DECLARATION**

2.1. I hereby confirm that the above information is true and correct, and the supporting documents attached hereto are genuine and authentic and voluntarily submitted by me for the purpose of an application for eTrade Services.

2.2. I fully understand the fees, rates and charges for all eTrade services and agree to pay the same in accordance with their due dates

2.3. I hereby confirm that I have read and understood the **End User Terms And Conditions** stated on the pages 2 and 3 of this form and that I shall comply with them.

**CDEC DATA PRIVACY CONSENT**

I HEREBY GIVE MY CONSENT TO CARGO DATA EXCHANGE CENTER INC. TO COLLECT, PROCESS AND STORE MY PERSONAL DATA AS PART OF MY REGISTRATION TO AVAIL OF CDEC VALUE ADDED SERVICE PROVIDER (VASP) SERVICES.

The Personal Data to be collected, processed and stored are clearly identified in general information and billing information portion of this registration form. These and the information contained in abovementioned attached documents are the same mandatory information required in my registration with Bureau of Customs Client Profile Registration System (CPRS)

I am informed that CDEC will use these Personal Data for the specific purpose of creating a user account in order for me to access and use CDEC VASP services, for billing of CDEC VASP transaction fees, for contacting me in relation to customer helpdesk and support, and for me to receive advisories and notifications and circulars as registered client of CDEC.

 Name & Signature of Applicant Date

**END USER TERMS AND CONDITIONS**

Cargo Data Exchange Center, Inc., hereafter referred to as CDEC, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the SUBSCRIBER, do hereby agree to enter into this legal agreement for e-Trade services to be provided by CDEC.

By using CDEC’s e-Trade services, Subscriber agrees to be bound by the terms and conditions set forth in this Agreement. If Subscriber does not agree to the terms and conditions set forth in this Agreement, then Subscriber shall not be able to use the e-Trade services.

3.1. e-Trade services, hereinafter referred to as SERVICE, shall pertain to services that the subscriber subscribes to in the registration form. These e-Trade services include:

 - Bureau of Customs (BOC) Client Profile Registration

 - Airfreight and Seafreight electronic manifest submission to BOC Customs Processing System

 - BOC import and export declaration

 - BOC Transfer Permit

- BOC Electronic On-Line Release System (e-OLRS)

 - Philippine Economic Zone Authority (PEZA) e-Services

 - Electronic Import Permit and Export Declaration

 - Electronic Zone Transfer System

 - Clark Development Corporation (CDC) Electronic Transfer Admission Permit

 - other e-Services mandated by BOC, PEZA, CDC and other freeport authorities

3.2. e-Trade services are limited to the access and use of the e-Trade portal. Access to a reliable internet service connection shall be the sole responsibility of the subscriber.

3.3. CDEC shall make available, properly maintain and continue to upgrade its e-Trade services in accordance with industry standards, as regulated by the Bureau of Customs.

3.4. CDEC shall conduct regular training sessions which up to (3) users designated by the subscriber can attend.

3.5 In cases where subscriber encounters problems during the normal use of the system, CDEC's Customer Support Help Desk onsite office is available 24 x 7 from Monday to Sunday . The subscriber may call or email the CDEC Customer Support Help Desk Hotline during these times and CDEC shall diagnose the problem and provide solutions to the best of its ability through telephone, email or chat.

3.6. Subscriber agrees that it has full and unconditional responsibility for all obligations and charges incurred as a result of the Service, including but not limited to charges for any purchases made through the Service and any surcharges and penalties incurred while using any subscriber network or services other than or independent of the e-Trade portal. Subscriber shall be responsible for the use of the Service accessed through the Subscriber’s or its designated user’s password(s), where applicable. Subscriber agrees to indemnify CDEC against liability for any unauthorized or improper use of Subscriber’s account.

3.7. Unless otherwise agreed, subscriber’s right to use the service or to designate users is not transferable and is subject to such conditions and limitations established by CDEC.

3.8. Subscriber expressly agrees that use of the service is at subscriber's sole risk. Neither CDEC nor any of its information providers, licensors, employees, or agents warrant that the service will be uninterrupted or error-free; nor does CDEC or any of its information providers, licensors, employees, or agents make any warranty as to the results to be obtained from the use of the service. The service is distributed on an "as is" basis, without warranties of any kind, either expressed or implied including but not limited to warranties of title or implied merchantability for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this agreement. Neither CDEC nor anyone else involved in creating, producing or delivering the services shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of the service warranty. Subscriber expressly acknowledges that the provision of this paragraph shall also apply to the third party content.

3.9. Neither Subscriber nor its designated users may reproduce, redistribute, retransmit, publish, or otherwise transfer, or commercially exploit, any information, software or other content which they received through the Service.

3.10. Subject to the terms of this agreement, CDEC grants to the subscriber a personal, non-exclusive, non-assignable and non-transferable license to use the service on any machine(s) of which subscriber is the primary user. Subscriber may not sublicense, assign or transfer this Service.

3.11. Unless sooner terminated for any cause, the Service shall be valid indefinitely. If so terminated for any cause, renewal and/or extension of the Service shall be solely dependent on the decision of CDEC.

3.12. To avail of the Service, the duly approved Subscriber shall be responsible for and must provide all Internet connection, telephone line and other equipment and services necessary and appropriate to access the service.

3.13. **(For Clients On Postpaid Payment Terms)** Unless otherwise stipulated on a case-to-case basis, all monthly fees, transmission charges, purchase, availments or other charges made under the Service shall be due and payable on the 15thday of the month following the billing period. If the day for payment falls on a Saturday, Sunday or any holiday, the day for payment shall automatically be the next working day thereafter. Payment can be deposited to CDEC designated bank accounts, or thru its authorized collectors.

- The Subscriber agrees to pay interest at 1.5% per month for late payments on monthly fees, connect time charges, and other service charges. Interest not paid upon due date shall be added to, and become a part of the principal obligation and shall bear interest at the same rate.

- In the event that the Subscriber fails to pay its obligations for two months, the privileges under the Service shall automatically be suspended and/or terminated upon due notice. In addition to the interest charges provided earlier, the Subscriber agrees to pay a reconnection fee of PHP 2,000. CDEC reserves the right to increase the connection fee at its sole discretion.

- If the collection of the overdue account is effected through the services of a lawyer, the Subscriber agrees to pay the cost of attorney’s fees equivalent to 25% of the total amount due, including interests, penalty and service charges, which in no case shall be less than PHP 10,000.00. In such a case, the subscriber agrees to pay additional damages in an amount equivalent to 30% of the aforesaid amount due, exclusive of litigation expenses and judicial costs, and for liquidated damages. CDEC reserves the right to avail of such other remedies as may be provided by applicable laws to enforce collection and satisfaction of its claims.

3.14. In cases of fraud, gross neglect or material breach of the terms of this Agreement committed by CDEC or its agents, CDEC’s maximum liability under this Agreement shall be limited to the subscription fee paid by the Subscriber for the service during the month of the occurrence of the fraud, gross neglect or material breach.

3.15. In case of litigation, the venue of all suits arising from this Agreement shall be the court of proper jurisdiction in Paranaque City, Philippines to the exclusion of all other venues.

3.18. In the event of termination of this Agreement for whatever cause, the privileges under the Service shall automatically be terminated and all unpaid accounts of the Subscriber, including all charges, costs and attorney’s fees, shall immediately be due without the need for demand which the Subscriber hereby expressly waives.

3.19 The Subscriber shall immediately notify, in writing, CDEC of any change in business or mailing address. CDEC may suspend the Subscriber’s privileges under the Service if he/she fails to make such notification. All notices, communications and correspondences arising from this Agreement shall be mailed to the Subscriber at his/her last reported mailing address.

3.20. In the interest of further improving and enhancing the service under this agreement, CDEC may from time to time, reasonably amend, revise or modify this Agreement or any portion thereof and the Operating Rules. A publication of such amendment/s over the Services shall bind the latter unless, within fifteen (15) days from receipt of the notice, subscriber shall object thereto in writing and manifest intention to terminate this Agreement. The continued availment of the privileges under the Services even before the lapse of the15-day period and/or the failure to object to the amendment/s in writing shall be construed as acceptance of the amendment/s by the Subscriber.

3.21. These terms and any Operating Rules Published over the Service constitute the entire and only agreement (collectively, the “Agreement”) between CDEC and Subscriber (including its designated user) with respect to the Service and this supersedes all other communications and agreements with regard to the subject matter hereof.

3.22. If any provision of this Agreement shall be declared unconstitutional, invalid, or unenforceable by any competent court of law, such declaration shall not in anyway affect the constitutionality, validity, or enforceability of other provisions of this Agreement.

**E-TRADE PORTAL OPERATING RULES**

***INTRODUCTION***

These operating rules are part of the terms of your Service Agreement with CDEC, thus, you as the Subscriber are bound by them. CDEC may modify these rules anytime by publishing the modified rule(s) over the Service.

* 1. ***CONFIDENTIALITY***

Each Subscriber who utilizes the e-Trade Portal grants CDEC the right to translate and distribute such information to parties as provided for by the Service. CDEC shall not replicate or distribute any information to parties other than those for whom the message is intended without the permission of the subscriber.

* 1. ***SERVICE TERMINATION***

CDEC reserves the right in its sole discretion to suspend or terminate the Service to any Subscriber for any reason, including violation of this agreement, without indemnity or liability to the Subscriber.