

REGISTRATION FORM

Ref #: _____



GENERAL INFORMATION

CO. NAME		T.I.N.	
ADDRESS			
TEL #		FAX #	
NAME OF APPLICANT		DESIGNATION	
E-MAIL		CELL #	

BILLING INFORMATION

ADDRESS			
TEL #		FAX #	
CONTACT PERSON		DESIGNATION	
E-MAIL		CELL #	

BUSINESS INFORMATION

(Check the Appropriate Box)

<input type="checkbox"/>	Air Freight Forwarding	<input type="checkbox"/>	Sea Freight Forwarding
<input type="checkbox"/>	Brokerage	<input type="checkbox"/>	Warehousing
<input type="checkbox"/>	Importer	<input type="checkbox"/>	Exporter

REGISTRATION DETAILS

(Check the Appropriate Box)

<input type="checkbox"/>	E-LOGISTICS: AIRLINES	# of User ID's Requested: _____
<input type="checkbox"/>	E-LOGISTICS: SHIPPING LINES	# of User ID's Requested: _____
<input type="checkbox"/>	E-LOGISTICS: PORT OPERATORS	# of User ID's Requested: _____
<input type="checkbox"/>	E-CLEARANCE: MANIFEST – AIR	ONE (1) USER ID ONLY
<input type="checkbox"/>	E-CLEARANCE: MANIFEST – SEA	ONE (1) USER ID ONLY
<input type="checkbox"/>	E-CLEARANCE: CUSDEC – IMPORT	# of User ID's Requested: _____
<input type="checkbox"/>	E-CLEARANCE: CUSDEC – EXPORT	# of User ID's Requested: _____
<input type="checkbox"/>	E-PAYMENT	# of User ID's Requested: _____

DOCUMENTS TO BE ATTACHED WITH THIS APPLICATION

1. For Air freight Forwarders: Photocopy of SEC Certificate and CAB Certificate
2. For Sea freight Forwarders: Photocopy of SEC Certificate and PSB Certificate
3. For Brokers/Importers/Exporters: Photocopy of SEC Certificate

SUBSCRIBER'S DECLARATION

- 1.I hereby confirm that the above information are 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 e-Trade Services.
- 2.I fully understand the fees, rates and charges for all e-Trade services and agree to pay the same in accordance with their due dates
- 3.I hereby confirm that I have read and understood the Terms and Conditions stated on the reverse side of this form and that I shall comply with them.

Name & Signature of Applicant_____
Date

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SERVICE AGREEMENT

Cargo Data Exchange Center, Inc., hereafter referred to as CDEC, and _____, hereinafter referred to as the SUBSCRIBER, do hereby agree to enter into this subscription agreement for e-Trade services to be provided by CDEC under the following terms and conditions.

1. e-Trade services, hereinafter referred to as SERVICE, shall pertain to services that the subscriber subscribes to in the registration form
2. e-Trade services is limited to the contents of the e-Trade portal and does not include internet service connection.
3. CDEC shall make available, properly maintain and continue to upgrade the e-Trade services to the best of its ability according to industry standards
4. CDEC shall conduct regular training sessions which up to (3) users designated by the subscriber can attend
5. In cases where subscriber encounters problems during the normal use of the system, CDEC's Customer Care Unit is available from Monday to Friday, 8:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 12:00 noon. The subscriber may call the CDEC Customer Care Hotline during this time and CDEC shall diagnose the problem and provide solutions to the best of its ability through telephone.
6. Unless otherwise provided, the subscriber agrees to assume 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 the Service. Subscriber shall pay all applicable taxes relating to use of the Service by Subscriber or its designated users shall be responsible for all 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 and all use of Subscriber's account.
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.
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.
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.
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 and the service on any machine(s) of which subscriber is the primary user. Subscriber may not sublicense, assign or transfer this Service.
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.
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.
13. 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 15th day 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.
14. The Subscriber agrees to pay interest at 1.5% per month for late payments on all registration and monthly fees, connect time charges, and other 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.
15. In the event that the Subscriber fails to pay its obligations for two consecutive months, the privileges under the Service shall automatically be suspended and/or terminated after serving the notice for another 30 days. 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 reconnection fee at its sole discretion.
16. 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, in no case less than PHP 10,000.00. In such a case, the subscriber agrees to pay 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.
17. The venue of all suits arising from this Agreement shall be the court of proper jurisdiction in Pasig City, Philippines.
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.
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.
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 the 15-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.
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.
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 any way 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.

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.

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.

INDEMNIFICATION

Subscriber agrees to indemnify and hold CDEC harmless from any claims and expenses, including reasonably attorney's fees, related to Subscriber's, violation of the Service Agreement, including these rules or any information, software or other content placed on the Service by the Subscriber.

STANDARD PRICING PLAN

Standard pricing plans are subject to change. In case of changes in pricing plans, CDEC will give the Subscriber thirty (30)-day notice before implementation.