

WEBCWS REGISTRATION FORM - EXPORTER	
Company Name:	
Office Address:	Billing Address:
Company TIN	PEZA,BOI, CDC,SBMA, PhilExport Reg. No.:
Telephone Number:	Fax Number:
President/General Manager	Telephone eMail Address
Key Contact Person – Logistics/Traffic (Name and Position)	Telephone Number: Mobile Number: eMail Address
Key Contact Person – Finance (Name and Position)	Telephone Number: Mobile Number: eMail Address
Value Added Service Provider:	InterCommerce Network Services, Inc.
Customs Client No:	VA0000000116

Authorized Brokers/Forwarders/Exporters Authorized Representative:

Company Name:	Address
Authorized Officer (Name and Position)	Telephone Number: Mobile Number: eMail Address
Company Name:	Address
Authorized Officer – (Name and Position)	Telephone Number: Mobile Number: eMail Address
Company Name:	Address
Authorized Officer (Name and Position)	Telephone Number: Mobile Number: eMail Address

AUTHORIZED SIGNATORY:

SIGNATURE OVER PRINTED NAME

DATE

**INFORMATION SERVICES AGREEMENT
SERVICE DESCRIPTION AND PRICE SCHEDULE
eCustoms Services for Exporters– WebCWS AEDS**

Agreement Number: _____

Agreement Effective Date: _____

SERVICE DESCRIPTION

InterCommerce Network Services (INS) – eCustoms Services is an electronic commerce service, which is provided by means of the use of INS' Electronic Commerce Service solution on its local teleprocessing network. The service enables subscribers to electronically exchange business transaction data with trading partners on a computer-to-computer basis, in prescribed data formats, specifically the export documentation and declaration with the Bureau of Customs and other government agencies, e.g., PEZA, CDC, SBMA, BOI, BAI, BFAR, BPI.

USE OF SERVICES

Client will use the Services in accordance with applicable law, including data privacy laws, and other terms and conditions of use as may be established by InterCommerce. InterCommerce may terminate access or take other actions it reasonably believes to be necessary to comply with the law or prevent damage to InterCommerce systems or customers or disruption of other InterCommerce customers' use of the affected Service. Client is responsible for obtaining, installing and maintaining the equipment and communications services necessary to access and use Services.

InterCommerce may (i) supplement or make changes to its rules of operations, access procedures, security procedures and standards for Client equipment, (ii) change the type and location of the system equipment, facilities and software used by it in providing Services, and (iii) modify or withdraw any particular Service. If a Service is withdrawn or InterCommerce believes any other change will have a material adverse effect on Client's operations, it will give reasonable notice to Client and will attempt to negotiate modifications to this Agreement and/or any applicable Schedule(s), which mitigate the effects of the change for a reasonable period. If the parties are unable to agree to a resolution within thirty (30) days, either party may, upon reasonable notice, terminate the Schedule(s) for the Service(s) affected by the change. Neither party will be liable to the other for damages due to such termination.

Neither Client nor its authorized users will resell or sublicense Services to third parties without InterCommerce's written consent. In the event that the Services provided to Client are used by third party customers of Client, Client will be solely responsible for the establishment of terms and conditions and continuation of all contracts with such users for use of such Services, provided that, in addition to whatever contractual limitations and exclusions of liability which Client may require in such contracts for its own protection, Client will obtain from such users for the benefit of InterCommerce and its suppliers, contractual limitations consistent with this Agreement, including without limitation exclusions of liability for liabilities arising out of, relating to or connected with use of the Services which are no less protective than the limitations set forth in this Agreement. Client agrees to indemnify and hold InterCommerce and its suppliers harmless from any liabilities asserted against InterCommerce or its suppliers by such customers arising from their use of the Services.

InterCommerce does not act as an agent of Client in connection with Client's use of InterCommerce Service. The establishment of the terms of any commercial or legal relationship between Client and any third party by means of the use of InterCommerce WebCWS and /or other eCustoms or trade related services is the sole responsibility of Client. The provision of such service by INS shall not be interpreted as conferring any authority or responsibility on InterCommerce with respect to the establishment, continuation, or binding effect of such terms.

SPECIAL TERMS

INS may include Client's name and contact information in directories of INS Service subscribers for the purpose of promoting the use of the service by additional potential trading partners. However, INS is not authorized to use Client's name, trademarks or other identifying information in any other advertising or promotional materials without Client's prior written consent.

< Company Name >

InterCommerce Network Services, Inc.

Address:

Unit 501 The Pearlbank Center, 146 Valero St.
Salcedo Village, Makati 1227, Philippines

Authorized Signatory:

FRANCIS NORMAN O. LOPEZ

President

Date:

Date:

PRICES

The following prices apply to INS Service and are in lieu of any and all other charges specified in the INS Price Schedule which might otherwise be applicable to such Service.

WebCWS – Exports

All prices quoted are in **Philippine Pesos**

A. BASIC SERVICE CHARGES ^(a)

PhP

Service Initiation, One-time, per Company, upon registration

Waived

Subscription – “Pay-per-Use”^(b)

1. Automated Export Documentation (ExpDoc)

This online service enables exporters or its authorized representatives to have online access to the WebCWS for export documentation preparation, lodgment with and receipt of response from government agencies, and the remote printing of the Export Document in the prescribed Single Administrative Document (SAD) format. As an online service, the “per-use” transaction may be charged to pre-paid account, nominated bank account (autodebit) or other forms of electronic payment.

The following fees will be billable for the account of the registered exporters:

45.00

2. Automated Export Declaration (ED/SAD)

This online service enables exporters or its authorized representatives to have online access to the WebCWS for export declaration preparation, lodgment with and receipt of response from the Bureau of Customs E2M AEDS, and the remote printing of the Export Declaration in the prescribed Single Administrative Document (ED/SAD) format. As an online service, the “per-use” transaction may be charged to pre-paid account, nominated bank account (autodebit) or other forms of electronic payment.

The following fees will be billable for the account of the registered exporters:

45.00

If the ED/SAD is created and submitted using the same export data as per approved Export Documentation with other government agencies, the additional transaction fees will be billable for the account of the registered exporters:

20.00

B. OPTIONAL SERVICE CHARGES

1. SMS/Text Alert Notification ^(c)

2.50

This service allows the importers or Customs brokers to receive SMS/Text Messages – Alert Notification on the lodgment or receipt of Customs response (Assessment or Error Message) to the to a client’s registered cellphone number.

2. Offline Document Storage, per annum^(d)

3,300.00

InterCommerce will provide monthly archive of transaction data in data storage devices.

3. Restore transaction documents from Offline Document Storage, per document^(e)

100.00

4. Customization of Management Reports ^(f)

Variable

All Fees are inclusive of 12% Value-Added Tax. Exporters exempted from payment of the 12% VAT shall provide InterCommerce with a copy of the Certificate of VAT Exemption, as issued by the Bureau of Internal Revenue or other government agencies.

INS reserves the right to change the prices of its services upon prior notice. The continued use of the services and products of INS after a period of seven (7) days from the date of such notice shall be deemed as an acceptance of such new prices, unless the Contract is sooner terminated by the Client in writing to INS.

Notes:

- (a) Basic Service Charges will apply to subscription to InterCommerce eCustoms services, specifically the service initiation and transaction charges (Pay-per-Use).
- (b) The Transaction fee, i.e. Pay-per-Use, shall be for the online access to the WebCWS, the preparation and lodgment of the export data, the receipt of the response from the Bureau of Customs and other government agencies, and the remote printing of the corresponding Export Documentation and/or the Export Declaration in the Single Administrative Document (SAD) format. If successfully lodged and approved by Customs and other government agencies, the fee shall be auto-debited from the Client's pre-paid account, nominated bank account, or other mode of electronic payment subject to confirmation by InterCommerce.

The transaction document shall be retained online by InterCommerce, and shall be accessible only to authorized Client, using its valid UserID and Password.

WebCWS™ VASP Service

The Web-based Customs Workstation System or WebCWS™ is a VASP solution deployed by InterCommerce for use by subscribers for the preparation of export documentation and/or export declaration and shall generate the Export Documentation and/or Export Declaration in the prescribed Single Administrative Document (ED/SAD) format.

InterCommerce warrants that it has the goods title to the WebCWS™ and hereby agree to hold the client free and harmless from, and shall indemnify its client for any claim from any third party for any infringement of any intellectual property right over the same. It further warrant that the system has appropriate security measures to protect all data and information against any unauthorized intrusion by any third party and shall take reasonable efforts to ensure at all material times the integrity and accuracy of data.

InterCommerce grants to Client a non-exclusive access and use of the WebCWS™. This authorization includes the right to use any pre-existing intellectual property contained in any such materials in connection with Client's use of Services or Programs provided hereunder. Otherwise, all right, title and interest in the materials remain with InterCommerce. Nothing in this Agreement will be construed to restrain InterCommerce or its personnel in the use of the techniques and skills of computer operation, system design and programming acquired in the performance of Personnel Services for Client.

Neither Client nor its authorized users will resell or authorize any third parties to access and use the WebCWS without InterCommerce's written consent. In the event that the Services provided to Client are used by third party customers of Client, the Client will be solely responsible for the establishment of terms and conditions and continuation of all contracts with such users for use of such Services, provided that, in addition to whatever contractual limitations and exclusions of liability which Client may require in such contracts for its own protection, Client will obtain from such users for the benefit of InterCommerce and its suppliers, contractual limitations consistent with this Agreement, including without limitation exclusions of liability for liabilities arising out of, relating to or connected with use of the Services which are no less protective than the limitations set forth in this Agreement. Client agrees to indemnify and hold InterCommerce and its suppliers harmless from any liabilities asserted against InterCommerce or its suppliers by such customers arising from their use of the Services.

InterCommerce shall regularly conduct the WebCWS User Training Program; upon request, the training may also be conducted in the Client's premises, equipped with computers, printer and internet access.

Exporters may register up to three (3) UserIDs and Passwords to the WebCWS for online visibility of all transactions with InterCommerce, e.g., the PEZA AEDS and eImport Permit, CDC Electronic Export Documentation and the CDC/SBMA eTransit and Admission Permit, as lodged by authorized Customs brokers or representatives, and the generation of Management Reports. UserIDs and Passwords for online visibility shall be restricted to viewing and remote printing of Import entries only.

It is the sole responsibility of the exporters to notify InterCommerce in writing on the activation or termination of UserIDs and Passwords assigned to its duly authorized officers for online visibility of transactions. Unless their UserIDs and Passwords are terminated, company officers who may no longer be connected with the company or have been re-assigned to perform other functions shall continue to have access to confidential transaction data of the company.

- (c) Exporters may register cell phone numbers or email addresses of authorized users with InterCommerce and shall received the required Alert Notification.

InterCommerce, however, does not warrant receipt of SMS text messages by the registered cell phone, as transmission and routing of messages is handled by the cell phone/SMS service providers which do not warrant 100% transmission of all SMS text messages transmitted. Likewise, while the WebCWS automatically generates the SMS notification for immediate transmission to the registered cell phone, the timing of the actual delivery and receipt of said SMS notification may be delayed due to traffic or congestion in the SMS network, or by the availability of service and reach of cell sites in the particular location of the registered cell phone at the time of transmission of the SMS text message, or any other technical problems affecting the network of the SMS service provider.

It is the sole responsibility of the registered exporter to inform InterCommerce in writing should they want to terminate the Alert Notifications.

- (d) Online documents exceeding 90 days shall be deleted from the online database and may be moved to the Offline Document Storage Facility as archive documents. Clients may subscribe to Offline Document Storage to receive monthly transaction records.
- (e) InterCommerce may restore Archived Transaction Documents to the WebCWS from the Offline Document Storage, upon request of the Client.
- (f) Management Reports may be customized and generated from the WebCWS. The cost of the customization and generation shall depend on the content and format of such reports as defined by the Client. InterCommerce shall submit a separate quote to the Client for this requirement.

EXCLUSIONS AND LIMITATIONS OF LIABILITY; EXCLUSIVE REMEDIES.

INTERCOMMERCE DOES NOT WARRANT THAT ANY SERVICES OR CUSTOM SOFTWARE WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF ANY SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO ITS OPERATIONS, WHICH COULD BE CAUSED BY SERVICE DEFECTS, INTERRUPTIONS OR MALFUNCTIONS.

FURTHER, UNLESS SPECIFIED IN WRITING, INTERCOMMERCE DOES ADMINISTER AND MAINTAIN THE BOC E2M AEDS AND THE OTHER EXPORT SYSTEM OF OTHER GOVERNMENT AGENCIES AND CANNOT WARRANT THAT SUCH SYSTEMS WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE OPERATIONS OF SUCH SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

AS A MATERIAL CONDITION OF RECEIVING SERVICES AT THE PRICES SPECIFIED IN THIS AGREEMENT, AND IN REGARD TO ANY AND ALL CAUSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, CLIENT AGREES THAT:

INTERCOMMERCE'S LIABILITY WITH RESPECT TO ANY INFORMATION OR PERSONNEL SERVICE WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID BY CLIENT FOR THE SERVICE IN THE THREE (3) MONTHS PRECEDING THE EVENT WHICH IS THE CAUSE OF LIABILITY;

1. INTERCOMMERCE'S LIABILITY WITH RESPECT TO ANY ITEM OF CUSTOM SOFTWARE WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNTS PAID BY CLIENT TO INTERCOMMERCE FOR THE ECUSTOM SERVICE, OR PART OR PARTS THEREOF, WHICH IS THE CAUSE OF LIABILITY; AND
2. INTERCOMMERCE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE (EVEN IF INTERCOMMERCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR SAVINGS, LOSS OF USE OF SERVICES OR PROGRAMS, COST OF CAPITAL, COST OF SUBSTITUTE SERVICES OR PROGRAMS, DOWN TIME COSTS, OR DAMAGE AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS.
3. THE REMEDIES SPECIFIED IN THIS AGREEMENT ARE EXCLUSIVE.

GENERAL PROVISIONS.

1. Neither party will be liable to the other by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of governmental authority, fires, strikes, delays in transportation, riots, war, or any cause beyond the reasonable control of that party. If any such event delays performance, the time allowed for such performance will be appropriately extended.
2. The Information Services are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of any service could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Accordingly, InterCommerce and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Client agrees that InterCommerce and its suppliers will not be liable for any claims or damages arising from the use of any service in such applications.
3. Client will use the Services in accordance with applicable law, including data privacy laws, and standard conditions of use established by INTERCOMMERCE of which Client is given notice. INTERCOMMERCE may terminate access or take other actions it reasonably believes to be necessary to comply with the law or prevent damage to INTERCOMMERCE systems or customers or disruption of other INTERCOMMERCE customers' use of the affected Service.

INTERCOMMERCE shall hold all client data as Confidential Information and shall take reasonable steps to safeguard the Confidential Information as its protects its own valuable and confidential information. INTERCOMMERCE shall not disclose, directly or indirectly, in any form, the Confidential Information to any third party, except as may be required by courts of law and authorized by client.

4. Client is responsible for obtaining, installing and maintaining the equipment and communications services necessary to access and use INTERCOMMERCE Services.
5. Client will not directly or indirectly solicit or offer employment to, or accept from others, services by a former employee of InterCommerce, during the performance of required Personnel Services by the employee and for six (6) months thereafter.
6. All notices under this Agreement will be given by electronic means (email or fax), or by courier or mail to a party at its address set forth above or such other address as it may substitute by notice to the other party, and will be effective upon receipt.
7. Neither party may assign this Agreement without the prior written consent of the other party. However, either party may without consent of the other party assign this Agreement to a successor in interest to substantially all of the business operations of that party to which the subject matter of this Agreement relates. The provisions of this Agreement are for the sole benefit of the parties, and not for the benefit of any other persons or legal entities.
8. Before either party initiates legal proceedings, the party shall first refer such matter to the contract managers of each party. Following such referral, the managers shall negotiate in good faith to resolve such disagreement within two (2) weeks of the date of referral thereof. If the disagreement is not resolved in the course of such negotiations, the managers shall consult with a neutral third party mediator and shall use their reasonable best efforts to promptly procure a determination from such mediator. Unless the parties agree to the contrary in writing, any advice or decision of the mediator shall not be binding upon the parties.
9. This Agreement will be governed by the law of the Philippines. Any suit or proceeding arising out of this Agreement must be commenced within two (2) years from the date the right, claim, demand or cause of action being asserted first came into being, to be filed at the City of Makati. This Agreement (including the applicable Schedules or addendum thereto) contains the complete and exclusive understanding of the parties. No waiver or modification of any of the provisions of this Agreement will be binding unless in writing and signed by both parties.