

Commerce Plus Bureau Services Terms and Conditions

Commerce Plus Bureau Services (the Service) is owned and operated by COMMERCE PLUS PTY LTD ABN 70 152 487 440. Following are the Terms and Conditions ("Terms") under which COMMERCE PLUS operates the web platform.

The Service

COMMERCE PLUS provides three online services that allow for electronic communication between a Sender and Receiver; Exportnet, Importnet and SmartImports (the Service).

Exportnet™

The COMMERCE PLUS ExportNet Service provides an electronic means for the creation, receipt, delivery and amendment of export and logistics documents to and from participants such as Customs, exporters, packers, brokers/forwarders, road/rail/sea carriers, container terminal operators, shipping lines.

Exportnet does not create data nor interfere with the original messages received.

Exportnet allows for the creation and exchange of the following document types:

- Forwarding instruction (FI)
- Pre Receival Advice (PRA)
- Export Declaration
- Export Consolidations

Importnet™

The COMMERCE PLUS Importnet Service provides an electronic means for the creation, receipt, delivery and amendment of import documents to and from Customs.

Importnet does not create data nor interfere with the original messages received.

Importnet allows for the creation and exchange of the following document types:

- Cargo Reports
- Cargo Lists
- Underbond Movements

SmartImports

The COMMERCE PLUS SmartImports Service provides an electronic means for the receipt of Delivery Orders (EIDOs). The Delivery orders can be accessed from the client's account and delivered via email as an PDF or EDI attachment.

SmartImports does not create data nor interfere with the original messages received. The Sender releases Delivery Orders to the Receiver in Bundles which may contain one or more Delivery Orders. The specifics are controlled by the Sender.

Terms and Definitions

1. Definitions

Client means the party so named on the Execution Page of this Agreement that agrees to be bound by the terms of this Agreement in exchange for registration by COMMERCE PLUS as a User.

Customs means Australian Customs and Border Protection Service.

Down Time means a period of time when Users cannot use part or all of the Service, and such unavailability is caused by the actions of, or equipment within the control of, COMMERCE PLUS.

DDR means the Direct Debit Request form defining how COMMERCE PLUS will direct debit the Client for services rendered.

Export Documents means the documentation required to export out of Australia.

Fee means any amount payable by Client to COMMERCE PLUS for use of the Service in accordance with this Agreement.

Import Documents means the documentation required to import into Australia.

Message means an item of electronic data that can be prepared using the Service and is equivalent to, or can interpreted to be equivalent to, certain documents historically used in the import industry, including delivery orders, pre-alerts and arrival notices.

Message Envelope or Message Bundle means an electronic transmission from a Sender to a Receiver in one request that may contain between 1 and 9,999 messages.

Receiver means a User that receives a Message Envelope via the Service.

Sender means a User that sends a Message Envelope via the Service.

Service means the COMMERCE PLUS Importnet, Exportnet or SmartImport, developed and operated by COMMERCE PLUS

Third Party Data means any data supplied to from a third party to COMMERCE PLUS that is used to assist Users in using the Service.

User means either a Receiver or Sender that is registered to use the Service.

2. Contract Documents

The contract between COMMERCE PLUS and the client consists of these Terms and Conditions and the DDR form.

3. Participation

Participation is by registration only and acceptance of this agreement. COMMERCE PLUS may decline any registration at its discretion. Participation is also subject to the acceptance of this Agreement.

Any party can terminate participation with 14 days notice in writing. COMMERCE PLUS however reserves the right to immediately terminate access to all or part of the Service for any of the following (but not limited to) reasons:

- failure to observe the terms and conditions of this Agreement;
- payment of any amount owing to COMMERCE PLUS is in arrears by 14 days or more;
- abuse of Service, including repeated dishonours of payments requested to be made;
- actions prejudicing the security of the Service such as sharing of passwords.

4. Relationship Between the Parties

This Agreement does not create an agency relationship between the parties, nor does it constitute the relationship of partner or joint venture or employer and employee. The Client has no right or authority to bind COMMERCE PLUS to any other agreement, obligation or understanding, or pledge its credit. The relationship is one of service provider and service client.

5. Confidentiality

COMMERCE PLUS in all dealings complies with the Privacy Act 1988 and its National Privacy Principles. Any data (electronic or paper) retained in the Service is confidential to COMMERCE PLUS and Client. Essential data may be retained to ensure timely and efficient distribution of Message Envelopes and payment information. Some paper documentation is required to be held for a period of years to comply with legal requirements.

COMMERCE PLUS will take reasonable steps to maintain the security of the Service, including through the use of technical measures such as encryption and password protection.

6. Unforeseen Circumstances

Neither party will be responsible for any failure to comply with the terms of this Agreement (other than an obligation to pay money) where that failure is unforeseen and due to causes beyond the control of that party. These causes include fire, storm, flood, earthquake, explosion, accident, war, rebellion, insurrection, transportation embargoes, and inability to secure essential services, raw materials and acts of God.

7. Limitation of Liability and Indemnity

COMMERCE PLUS is not liable to the Client, its associated companies or any Third Party for any loss or damage (including economic or consequential loss or damage) suffered in relation to any component of the Service, unless otherwise stated in this clause.

COMMERCE PLUS is not liable for any mis-delivered, non delivered, erroneous or delayed information or payment delivery a) beyond the reasonable control of COMMERCE PLUS; or b) caused by any action or failure of the Client or any third party.

If COMMERCE PLUS is liable to a Client arising only from a breach of a representation, term or condition which cannot be excluded by law, the liability of COMMERCE PLUS to the Client is limited with respect to that breach (but not otherwise), to the option of COMMERCE PLUS, supplying the service again or paying the cost of supplying the service again, being the Service in respect of which the breach occurred.

If delivery failure is caused by the Client's equipment not complying with system requirements as specified by COMMERCE PLUS from time to time, COMMERCE PLUS will have no liability at all and the Client indemnifies COMMERCE PLUS against any loss, claims, damages or proceedings arising from such failure to comply.

COMMERCE PLUS is not responsible for any loss or damage as a result of a Client's negligence, misuse, error, fraud or abuse associated with the Service and the Client indemnifies COMMERCE PLUS against any loss, claims, damages or proceedings arising from such conduct on the part of the client, its servants and agents.

8. Acknowledgement of Obligations

The Client acknowledges that Commerce Plus and third parties including Customs rely upon the representations made by or on behalf the Client. The Client warrants not to make false and or misleading representations and statements in their dealings with COMMERCE PLUS and third parties including Customs. The client acknowledges that false and misleading representations and statements may attract significant penalties at law.

The Client agrees to indemnify COMMERCE PLUS in respect of any liability COMMERCE PLUS incurs as a result of:

- (i) the Client making false and or misleading representations and statements in their dealings with COMMERCE PLUS and with third parties including Customs;
- (ii) any breach of the representations contained in this agreement.

9. Service Availability / Level of Delivery

The Service is provided on an “as is” and “as available” basis, and this Agreement contains no express or implied warranties.

The system will experience Down Time on a daily basis from 12:00am to 2:00am Sydney Time (AEST), for regular maintenance.

Other Down Time may occur at the discretion of COMMERCE PLUS for the purposes of attending to maintenance, including maintenance of a critical nature.

10. Maintenance and Updates

For the benefit of the User community, COMMERCE PLUS may from time to time make changes and updates to the Service. Client will be advised of any changes affecting it via e-mail and/or the website with a minimum of 14 days notice.

COMMERCE PLUS is not responsible for the maintenance of any party’s hardware and telecommunication access necessary to utilise the Service.

11. Fees

Participants must pay the Fees specified in Schedule A to this Agreement as they fall due.

12. Governing Law

The laws of the State of New South Wales and of the Commonwealth of Australia will apply to this Agreement to the exclusion of any other laws and the parties agree to submit to the jurisdiction of the Courts of New South Wales in the relation to this Agreement.

13. Entire Agreement

This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communication between the parties.

Each party acknowledges that, except as expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind be made by or on behalf of the other party in relation to the subject matter of this Agreement.

14. System Requirements

Exportnet, Importnet and SmartImports supports the two latest versions of the following browsers:

- Google Chrome
- Firefox
- Safari
- Internet Explorer

Note: Other browsers might work with the Service. However, we can't guarantee that features will work as expected. No matter what browser you use, you should enable cookies and JavaScript.

Schedule A – Pricing

Please note that all pricing is in Australian Dollars and exclude GST

Standard Service

	Unit Charge	Monthly Subscription
Exportnet	\$5.00 per EDN/Consolidation with each associated PRA charged at \$0.25 #	\$29.95
	\$5.00 per PRA if not associated to EDN or Consolidation	
Exportnet with unlimited PRAs	\$5.00 per EDN/Consolidation with each associated PRA charged at \$0.25 #	\$100.00
	\$0.25 per PRA # if not associated to EDN or Consolidation	
Importnet	\$5.00 / transaction	\$29.95
SmartImports	\$5.50 / Message Bundle (see notes)	\$20.00

Notes:

- # Only PRAs sent to 1-Stop managed Terminals will incur the \$0.25 charge
- Monthly Subscription is charged for each service that has been selected with the exception that if SmartImports and Importnet are both selected only one charge occurs.
- A tax invoice will be issued for the above items as they fall due.
- Direct debits will be settled by a single debit from a nominated account (as per the DDR form)
- Minimum contract period is one month.
- Message Bundle refers to a batch of delivery orders released by the sending party in one request.
- All fees are subject to change. Thirty days notice will be given via email before any changes come into effect.
- Manual Invoice (non direct debit) charge is charged \$11 per invoice and not per service.