

# ECTN Europe platform general terms of use

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These General Terms of Use lays down all the rights and obligations arising from the contractual relationship between:

- The Cameroon National Shippers' Council, abbreviated CNSC, an administrative public establishment headquartered at the Centre des Affaires Maritimes, Bonanjo, P.O. Box 1588 Douala, Cameroon, that operates internet website <https://besceurope.cncc.cm>, on the one hand,
- And, any person connecting to the Platform in order to carry out ECTN use operations (hereinafter referred to as "the User"), on the other hand.

The User accepts, without reservation, the General Conditions of Use when registering on the Platform.

The services offered by the CNSC are meant only for those persons who have the capacity to consent to the processing of personal data and who are mandated by a company that is duly incorporated and existing.

## Article 1: Purpose

The General Terms of Use establish the conditions governing the relationship between the CNSC, which administers the Platform, on the one hand, and the Users who connect to the Platform on the other hand.

## Article 2: Definitions

Within the CNSC ECTN Europe platform general terms of use, the following definitions shall apply:

**ECTN:** the Electronic Cargo Tracking Note (ECTN), established by Order No. 00557 / MINT of 11 July 2006 in Cameroon, is an anticipation document issued for all goods coming from and / or bound for Cameroon. It was instituted for the purposes of statistics, anticipation, traceability, security and identification of goods.

**Account:** refers to the space reserved for and enabling Users to customise their space, to make credit requests, apply for the ECTN, manage notifications and download ECTNs.

**Personal data:** any information relating to a directly or indirectly identified or identifiable natural person, notably by reference to an identifier, such as a name, an identification number,

location data, an online identifier, or one or more elements specific to him or her, or to the customer for whom he or she issues an ECTN.

**Identifiers:** refers to the account name and password that enable the User to log in to his or her Account on the Platform.

**Registration:** refers to the process initiated by the User and which prompts the CNSC to create a personal space for him/her on the Platform.

**Platform:** refers to website <https://besceurope.cncc.cm/>

**Processing:** any transaction or set of transactions that may or may not be performed using automated processes and applied to data or sets of Personal Data.

**User:** anyone that connects to the Platform. The user can be a mere visitor of the Platform or an account holder.

### **Article 3: Access to the Platform**

The Platform can be accessed notably from a computer, a telephone or another mobile terminal connected to a telecommunications network in keeping with communication protocols in use on the internet.

The cost of access and use of the Platform is the sole responsibility of the User.

### **Article 4: Platform availability**

The Platform shall be accessible 24 hours a day and 7 days a week, except in the case of force majeure or events outside CNSC's control.

However, the platform may be momentarily interrupted for system maintenance or update necessary for the proper functioning of the Platform. In such a case, all platform Users shall be notified.

### **Article 5: Navigating on the Platform**

The User shall refrain from any action likely to hinder or disrupt the proper functioning or the technical accessibility of the Platform lest they incur their responsibility and have their account deleted according to the terms and conditions set out in Article 16.

## **Article 6: Registration and access to features**

Access to all Services shall be subject to registration on the Platform. The User may register at the following address <https://besceurope.cncc.cm/> by communicating the required information and accepting these Terms of Use.

Registration on the Platform allows the User access to all the services offered by the CNSC on the Platform, namely:

- Creating a company account associated with a main User;
- Creating sub-User Accounts;
- Applying for ECTNs;
- Applying for credit;
- Consulting their past transactions ;
- Downloading ECTNs.

## **Article 7: Identifiers (IDs)**

Upon validation of User Registration, the User IDs are activated, and an email sent to said User for this purpose.

For security and confidentiality reasons, only these Identifiers shall allow the User to access the Platform. The User shall be solely responsible for their Identifiers. They alone shall bear the consequences that may result from the use of their Identifiers by third parties or their loss.

The User undertakes to inform the CNSC without delay of the loss or theft of their Identifiers.

## **Article 8: User precautions**

The CNSC does not guarantee that servers hosting the Platform are free of viruses and other harmful components. It is therefore up to the User to take all appropriate measures to protect their data and/or software against possible contamination by viruses circulating on the Internet. The User hereby accepts that the CNSC shall in no way be held liable for any incidental, material and / or immaterial, direct and / or indirect damages that may result from access to or use of the Platform, including inaccessibility, data loss, damage, destruction or viruses that could affect their computers, and /or the occurrence of viruses on its Platform.

Additionally, any content downloaded and / or obtained in any way whatsoever during the use of the Platform shall be at the User's own risk. The CNSC shall not be held responsible for any damage or loss of data.

## **Article 9: Using the Platform**

The User is prohibited from including, but not limited to:

- "reselling" or making the content of the Platform available to a third party and / or other Users for a fee and / or free of charge;

All materials relating to the use of the Account shall be kept and archived by the CNSC in accordance with its record keeping and archiving obligations.

The CNSC shall be entitled to any items received or kept directly or indirectly by the Platform, irrespective of their nature and for evidential purposes.

## **Article 10: Platform content**

The CNSC shall strive to provide the Platform with the most accurate information possible for the ECTN application process.

However, the CNSC shall not be held responsible for omissions, inaccuracies and deficiencies in the update, resulting from data entered on the platform by Users.

## **Article 11: Intellectual property right license**

The User is prohibited from infringing intellectual property rights (including copyrights, related rights, the sui generis right of the database producer, trademark law, design rights, domain names) of the CNSC and / or any third party, relating to the CNSC Platform, and the software applications that it may use or download from its Account.

Thus, the User, to whom the CNSC shall grant a simple license to use these items for opening an Account and for the whole world, can not, outside the framework of this license of use, reproduce, represent, adapt, translate, partially or integrally transform, or transfer Platform items, in any way whatsoever and for any purpose whatsoever.

Failure to comply with these prohibitions may notably constitute an act of counterfeiting and / or unfair competition likely to engage the civil and / or criminal liability of the User resulting in the deletion of the User Account according to the procedures defined in the Article 16.

## **Article 12: Hypertext links**

With the exception of sites that disseminate information and/or content that is illegal, a User may create a hypertext link on a site to the Platform.

In case of use of these sites, the User shall refer to the General Conditions of Use of the site in question.

Under such authorisation, the CNSC reserves the right to oppose and decline any liability for the information contained on these sites that may be linked to its own by a hypertext link or other means.

## **Article 13: Warranty and compensation**

The User undertakes not to contravene the laws and regulations in force, the uses imposed by navigation on a website and these Terms of Use when using the Platform. The User is informed that any violation of these provisions is likely to attract legal proceedings and sanctions against him/her.

In general, the CNSC declines liability for any use that does not comply with the General Conditions of Use and its services.

The User undertakes to act diligently in responding to any claim.

The User shall be solely responsible for any inappropriate or illegal use that may be made of the Platform or the information and content they publish on the Platform.

As such, the CNSC reserves the right to delete the User Account as set out in Article 16.

## **Article 14: Responsibility of the CNSC**

The CNSC is bound by best-endeavours obligation and undertakes, in particular, to do its best to carry out the issuing of the ECTN.

The CNSC shall control the quality of the data issued by Users for the issuance of their ECTNs. No modification shall however be made without the prior consent of the User.

**In order to ease ECTN-related operations, the CNSC undertakes to credit the account of the user of the corresponding amount, as soon as funds are transferred to such accounts.**

**It shall not be possible to refund credit received but not used. However, funds received for the aforementioned transfer shall be forwarded to another user with the prior consent of the CNSC, upon simple request of the User, after closing thier account.**

## **Article 15: Deletion of User's Account**

When creating an Account, the parties undertake to do so under these Terms of Use for an indefinite period. However, the contractual relationship shall end on the day the User shall delete their account.

The User Account may also be deleted, without notice, at the behest of the CNSC in case of serious breach of one of its obligations by the User.

The deletion of the Account provided for above shall be done automatically and without any formality other than the sending of a notification cancelling the account and informing the User of their reason.

Whatever the reason for the deletion of the User's Account, the last day of operation, the CNSC shall block access to the content on the User's Account and depersonalise User's Personal Data according to an irreversible process.

## **Article 16: Non-transferability**

The User may not assign or directly or indirectly transfer for a consideration or free of charge, the benefits or obligations conferred on them by their Account.

## **Article 17: Amendments**

The CNSC reserves the right to amend or update these Terms of Use at any time without the prior consent of the User.

The Registered User shall then be notified of such amendments to the General Conditions of Use during the connection immediately after the amendments and must accept them in order to access their account. In case of refusal, access to their account shall be blocked.

It is therefore advisable for the User to regularly consult the latest version of the General Terms of Use that are permanently available on the Platform.

## **Article 18: Completeness**

The parties hereby recognise that the Terms of Use constitute the entire agreement regarding the use of the Platform.

No indication, no document may bring about obligations not included in the Terms of Use without a prior written agreement between the parties.

## **Article 19: Independence of clauses and survival of obligations**

It is agreed that the invalidity, unenforceability, ineffectiveness or inability to implement a stipulation of the Terms of Use shall not affect the validity, enforceability, effectiveness and implementation of its other stipulations, which shall continue to be fully applicable. The fact that one of the parties does not require at any time the strict performance, by the other party, of a provision of the General Conditions of Use shall in no case be deemed to constitute a waiver of the performance of this law.

## **Article 20: Independence of the parties**

Neither party may make any commitment in the name and / or on behalf of the other party. Additionally, each of the parties shall remain solely responsible for their claims and commitments, services, products and personnel.

## **Article 21: Litigation**

These General Conditions of Use are governed by Cameroonian law.

The parties shall endeavour to resolve their differences amicably before going to Court.

In the event of any difficulty, please contact us beforehand or the CNSC at [representation@cncc.cm](mailto:representation@cncc.cm).

However, if the parties fail to reach an amicable settlement, any dispute relating to the interpretation or execution of these Terms of Use shall be submitted to the jurisdiction of the competent Cameroonian courts.

## **Article 22: Notifications**

All notices to be made in connection with these General Conditions of Use shall be deemed realised if they are made by the CNSC and the User by email or by registered letter with acknowledgment of receipt at the address of CNSC mentioned here above.