

Economic and Technological Development Bureau
Terms and Conditions
for Using the Electronic Customs Declaration Services

Definitions

1. DSEDT – refers to the government authority providing the electronic customs declaration services, i.e. the Economic and Technological Development Bureau of the Government of the Macao Special Administrative Region.
2. Electronic Customs Declaration Services User – refers to the legal person or sole proprietor who has signed and submitted application documents to use the electronic customs declaration services provided by the Economic and Technological Development Bureau of the Government of the Macao Special Administrative Region (hereafter “User”).

Scope of Applicability

3. The use of the electronic customs declaration services shall be subject to these Terms and Conditions.

Scope of Services

4. Submitting, electronically to government authorities through the electronic customs declaration service platform, external trade activity declaration documents:

- 1) Import Licences Category:

- Municipal Affairs Bureau
- Economic and Technological Development Bureau
- Health Bureau
- Pharmaceutical Supervision and Administration Bureau
- Transport Bureau (with export declaration)
- Macao Post and Telecommunications Bureau (with export declaration)
- Public Security Police Force

- 2) Export/Transshipment Licences Category:

- Export licence (Economic and Technological Development Bureau)
 - Transshipment licence (Economic and Technological Development Bureau)
- 3) Declarations Category:
- Import/Export declaration
 - Import declaration for goods subject to quarantine – food and cat/dog feeds, landscape plants
 - Certificate of Origin and Export Declaration B
 - Hazardous chemical import declaration
 - Declaration for relocation of production process abroad
 - Transshipment declaration
 - Service for import of fresh food by land
- 4) Other Services:
- Kimberley Process Certification Scheme (with import/export and transshipment licences)
 - Certificates of Origin Request Form (Formulario) service
 - E-manifest service
5. The DSEDТ reserves the right to alter the scope of services and suspend or terminate the servicing of the electronic customs declaration service platform (or any services of the platform) as needed without the need to give prior notice.

Completeness of Documents

6. In the event of incompleteness of documents required for user registration, when no further documents (for online pre-application) or no supplementary documents are submitted (for online or paper application) within 6 months from the date of submission (for online pre-application) or from the date of receipt of the email notifying the need to supplement the application (for online or paper application), the applicant shall be deemed to have relinquished and rescinded the relevant application.

Entry into Effect, Addition or Cancellation of Services

7. These Terms and Conditions enter into effect on the day the User

successfully completes all the registration procedures required by the DSEDТ and cease to effect with the termination of using the electronic customs declaration services. For requesting addition or cancellation of any services, Users are required to complete and submit online the relevant forms two working days in advance. The requested services will be added or cancelled within two working days upon receipt of the full set of documents.

Termination of Services

8. The DSEDТ reserves the right to, under the following circumstances, terminate an electronic customs declaration service platform account without the need to give prior notice:

- 1) The registration information or documents of the User are no longer valid;
- 2) The User violates these Terms and Conditions;
- 3) The establishment registered by the User has ceased to operate.

Using the Services

9. When using the services, the User shall observe the legislation of Macao, including but not limited to the personal information protection legislation, telecommunications regulation legislation and external trade legislation of Macao, as well as the terms established by the DSEDТ. The DSEDТ reserves the right to prohibit access of Users or to take other actions in order to comply with the pertinent legislation and terms established by the DSEDТ.

10. In the event of a User being claimed or sued against for authorizing a third party to use the services, the User shall assume its own responsibility for the legal liabilities, cost or damages resulting therefrom. Unless other specific arrangements are made, a User shall not transfer the services to a third party without having obtained the written consent of the DSEDТ.

Safety and Confidentiality

11. Users have the obligation to comply with the security procedures and

other necessary procedures and measures established by the DSEDТ for the protection and backing up of their electronic files, information and programs.

Duty Provisions

12. Users shall assume their own responsibilities for the authenticity of the customs declaration content and information transmitted through their use of the electronic customs declaration service platform.

13. The DSEDТ commits to ensuring the normal operation of the electronic customs declaration service platform. Users or any third parties shall not pursue responsibility from the DSEDТ for the outcomes caused by the suspension or termination by the DSEDТ of the electronic customs declaration service platform or its accounts, or by the delay or failure in transmission and receipt of information due to any reasons.

Personal Information Collection Statement

14. The DSEDТ commits to ensuring that all the personal information submitted through and stored in the electronic customs declaration service platform shall be handled with strict adherence to Law No. 8/2005, the Personal Data Protection Law.

15. The personal information provided when applying for an account may be used for executing the obligations of the DSEDТ to perform its functions related to electronic customs declaration.

16. The personal information submitted by Users through the electronic customs declaration service platform may be used for one or more of the following uses:

- 1) Processing the trade documents submitted through the platform;
- 2) Customs clearance of goods;
- 3) Communication between Users and government authorities with relevant external trade activity functions.

17. The personal information referred to above will be treated with confidentiality and kept securely until such information is destroyed or sealed as required after use or upon expiry of the retention period.

18. Applicants/Users are, in accordance with law, entitled to request

accessing, correcting or updating their personal information stored with the DSEDТ.

19. For the fulfilment of statutory obligations, the personal information referred to above may be transferred to relevant competent entities.

General Provisions

20. The DSEDТ reserves the right to, at any time, modify all of the provisions in these Terms and Conditions. Any changes to these Terms and Conditions will be published on the electronic customs declaration service platform (eservice.edi.gov.mo). Once such changes have been published, using or continuing to use the electronic services of the platform implies the User's agreement with the modified Terms and Conditions and all the changes.

21. Revocation of one or more provisions of these Terms and Conditions shall not affect the continued effectiveness and implementation of the remainder of these Terms and Conditions.

The power to interpret these Terms and Conditions, published simultaneously in Chinese, Portuguese and English, is vested with the DSEDТ. The Chinese version shall prevail in the event of disputes or ambiguities with respect to any of the provisions of these Terms and Conditions.