Welcome to the website of CargoPlanning, a product of SC NIMA SOFTWARE SRL. We request that you carefully read the present Terms and Conditions and SC NIMA SOFTWARE SRL’s Privacy Policy before using the cargoplanning.com website and all of its subdomains. By using the cargoplanning.com website, you agree to follow and be bound by the present Terms and Conditions and SC NIMA SOFTWARE SRL’s Privacy Policy without modification. By cargoplanning.com it is automatically understood the usage of the primary domain cargoplanning.com and of all of its subdomains, such as app.cargoplanning.com.
Companies registered on the platform (Clients-Importers, Exporters and Producers, Freight Forwarders, Shipping Lines, Carriers) agree to these Terms and conditions, which their agents or employees cannot change. Terms and conditions apply to all transactions conducted on cargoplanning.com website.

SC NIMA SOFTWARE SRL, the company that operates the platform, is not a transport provider, an agent of a transport provider, importer or exporter. SC NIMA SOFTWARE SRL reserves the right to select its Clients (Importers, Exporters, Producers) and Carriers (Freight Forwarders, Shipping Lines) that create accounts on cargoplanning.com, in order to ensure a favorable environment for transport auctions.

SC NIMA SOFTWARE SRL is a registered company with VAT number RO34150371, Registry of Commerce number J22/314/2015, with its headquarters in Str. Elena Doamna 20-22, Iasi, Romania.

In this terms and conditions the terms SC NIMA SOFTWARE SRL and CargoPlanning are used interchangeably and refer to the same entity, the service provider.

In this terms and conditions the terms Clients, Carriers, Importers, Exporters, Producers, Freight Forwarders, Shipping Lines are used interchangeably and refer to the same entity, the service beneficiary.

The use of cargoplanning.com requires the compliance with the following set of terms and conditions:

1. Services provided

1.1 CargoPlanning.com offers an auction platform for standardized air, ocean and road transport of goods, as well as a mean of direct management of a Clients-Importers/Exporters orders with a closed group of carriers.

1.2 The modules available through CargoPlanning.com are:

- CargoPlanning - module for daily operations, like shipments allocation or SPOT auctions.
- CargoTender - module for organizing tenders
- CargoSlot - module for dock scheduling

1.3 Each module has a different pricing scheme, and by registering every customer chooses the modules he/she wants to access.

1.4 In order to be granted access to the services some documents may be required upon registration. This documents can include but are not limited to: Registration certificate issued by Registery of Commerce, CMR Insurance, Transport licence, Spedition Licence, etc.

2. The users

2.1. All importers, exporters, freight forwarders and shipping lines, as legal entities, can register as users.

2.2. Invoicing of services provided by cargoplanning.com is based on a contract between SC NIMA SOFTWARE SRL, the company that owns and operates cargoplanning.com and the user - customer or transport provider.
2.3. To take full advantage of the facilities offered by the platform, we recommend using the latest versions of Internet Explorer, Google Chrome, Mozilla Firefox, Opera, Apple Safari browsers, or other similar programs that you use.

3. Registration

3.1. The registration is done online on the platform by selecting „Create account“ / “Register” on the cargoplanning.com website or app.cargoplanning.com.

3.2. If permission to use platform is not granted, the user will not be liable in any way to the platform and will be informed by e-mail.

4. Legal obligations and contractual relationships

4.1. CargoPlanning.com is not imposed in contractual relations between the users. Thereby, CargoPlanning.com does not guarantee the orderly performance of contracts between users. Implementation of a particular contract negotiated depends exclusively on the users who are part of that business arrangement. CargoPlanning.com will not be involved in arbitration of legal disputes between users.

4.2. By sending RFQ's, the client confirms that goods are seaworthy/airworthy packed. By receiving RFQ's, transport providers have the confirmation that goods are seaworthy/airworthy packed.

4.3. When shipping dangerous goods, the customer must provide to carriers all the details and codes corresponding to the cargo that is the subject of import or export.

4.4. Customers are responsible so that the goods mentioned in the auction or in the transport documents match the goods loaded in containers, packages etc. SC NIMA SOFTWARE SRL through cargoplanning.com is not responsible in cases of discrepancies in these situations.

4.5. Carriers agree to provide in the auction process the all-in transport price in the currency requested by the customer in the RFQ. Optional, they can attach the detailed transport offer corresponding to all-in bid submitted in one of the formats allowed by the platform.

4.6. By creating an account on CargoPlanning.com, carriers - freight forwarders and shipping lines agree to bid their most competitive transport tariffs and conditions in order to win transport orders from the customers that invite them in the auctions.

4.7. By creating an account on CargoPlanning.com, customers - importers and exporters of goods agree to confirm the selected transport offer by clicking the “Accept” button.

4.8. CargoPlanning must ensure user access to it’s online system by the use of an username/email and password chosen at registration by each user.

4.9. CargoPlanning must validate the user account if he/she has followed all the requested steps and the documents are valid.
4.10. CargoPlanning must provide support to its users through the use of online chat and email at support@cargoplanning.com

4.11 CargoPlanning must keep its services online for as long as the users have an active subscription, with the sole exception when a technical issue arises, case when CargoPlanning will take appropriate measures to restore the system to an operational state.

4.12. CargoPlanning is not responsible for the user’s connectivity issues, such as loss of internet connection or other service disruption which are out of CargoPlanning’s control.

4.13. CargoPlanning must perform maintenance operations in order provide a stable and usable system. This maintenance operations can include but are not limited to bug fixes, backups, system updates, etc. Maintenance operations do not include new feature requests that come from the user.

4.14. All contracts have an implicit validity of 12 months after their activation, unless different covenants are provided by means of a separate contract from these terms.

4.15. Users who wish to terminate the subscription / contract earlier than its expiration date may pay for the remaining payment outstanding from the date of termination to the end of the subscription / contract, as well as the payment of all outstanding invoices at the time of termination.

5. Conclusion of contracts between users (transport providers and customers)

5.1. To enable progress of the auction in the best conditions, the user agrees to follow the auction on the platform and its e-mail (where alerts and notifications are received).

6. Service modification

CargoPlanning.com is entitled to make changes so that services be performed according to the contract, if changes are made in good faith and reasonable for the user, and if attention was paid to the interests of both parties. CargoPlanning.com will notify users about substantial changes in services offered.

7. Prohibited objects, legal interdictions

No illegal activity can be performed when using the platform, in order to carry out businesses and any goods or services that violate the law cannot be traded, in particular:
- any materials that promote discrimination based on race, ethnicity, religion, sexual orientation etc.;
- any materials that encourage and glorify violence;
- military equipments, weapons and parts thereof, ammunition, etc. that are not imported or exported by specialized state institutions(like Ministry of Defence); these goods must have all the licenses and approvals necessary for transport;
- any products and services prohibited by law.

8. Communication

8.1. Communication is done through the facilities offered by the platform, e-mail and teleconference systems that will be introduced. CargoPlanning.com time is defined as the official time when transactions take place.
8.2. If CargoPlanning.com issues a verbal communication, then CargoPlanning.com is obligated to confirm the content of this communication in writing and on platform, by e-mail, fax or in a letter at the request of its users.

8.3. Users and CargoPlanning.com will reply immediately to messages, unless an immediate response is not required.

9. Access security

9.1. When it registers, the user chooses a user name and password that give access to the platform. If more persons in a member company want to be active users on the platform, each of those persons must register as a secondary user and choose an individual username and password.

9.2. Users can change the username and password by accessing the section "Account -> Profile", from their customer or transporter account. A forgotten password can be changed from customer or transporter account, or by accessing the "Recover password" tool.

9.3. The user is obligated to keep the username and password secret. User is responsible for any misuse of its username and password.

9.4. CargoPlanning.com is entitled, for security reasons, to change your username or password, or to block an account. The user will be informed immediately about any possible change.

10. Obligations of users on cooperation and information

10.1. The user agrees to provide fully and honestly all information requested by CargoPlanning at the time of registration.

10.2. The user will apply normal precautions when doing business on CargoPlanning.com. Especially, the user must take care that the platform functionality will not be hampered or delayed. User will apply rational security measures, with the current technologies for Internet access, so that the functionality of the platform will not be compromised. These security measures must ensure that any data corruption caused by viruses or similar phenomena, that result in the unwanted change, removal or deletion of information is prevented. User will inform CargoPlanning about any changes or problems that occur when using the account or from the platform, when they can weaken the efficiency or security of the platform.

10.3. The user agrees to immediately inform about any turbulences or threats to CargoPlanning.com functioning, and to report when such situations ceases.

10.4. The user agrees to inform CargoPlanning if an unauthorized third party has obtained a password or is likely to get it. This also applies when a person who previously had access to an account, has lost it recently.

10.5. The user agrees to cooperate when the platform is attacked by a third party, to the extent which the user is capable of such cooperation.
10.6. The user agrees to notify immediately about any modifications of the information asked in the registration phase (changes of address, tax identification code, etc.).

10.7. The user cannot communicate on the platform information that can harm the rights of other users.

10.8. It is expected from a user to implement data security measures suitable to applications it uses.

10.9. The user agrees to provide CargoPlanning with all needed documentation to prove it’s identity.

10.10. The user agrees to pay the entire value of it’s subscription.

10.11. The user agrees that it is forbidden to use the system for the sole purpose of gathering information, and to proceed with contracting the transportation services outside of the system.

10.12. The user agrees that it is forbidden to use scripts, bots, crawler or other automatic or semi-automatic methods to gather information from the system, not even for integration with other systems. For integration with other systems CargoPlanning provides integration methods (API's, EDI, etc.), for which more information will be requested by email from the support team.

10.13. The user agrees that it is forbidden to get into conflict, insult or injury in any way other users. CargoPlanning is entitled to deactivate the user’s account if such violations will arise.

10.14. The user agrees that in case of subscription suspension for unpaid invoices reason, CargoPlanning is entitled to request a reactivation fee of 50 EUR + VAT.

10.15. The user agrees that CargoPlanning may change any free features into paid features at any time, but with a notification of at least 30 days before and providing free alternatives or possibility to disable the feature.

11. Payments
11.1. The total value of the services is available in each user's account, and depends on the requested services and other customised agreements.

11.2. The payments are made to SC NIMA SOFTWARE SRL to one of it’s bank accounts:
   Bank: Transilvania, Iasi subsidiary, Romania
   RON: RO86BTRLRONCRT0292922201
   EUR: RO36BTRLEURCRT0292922201
   SWIFT/BIC: BTRLRO22

11.3. SC NIMA SOFTWARE SRL will issue a quote on the 10th of every month for the previous period.

11.4. SC NIMA SOFTWARE SRL will issue the final invoice as soon as the payment is received into one of it’s accounts.

11.5. All quotes/invoices are subject to VAT.

11.6. If an invoice issued in EUR will be paid in RON, the exchange rate applied will be the official rate issued by Romanian National Bank (BNR) in the day of the payment.
11.7. If an invoice is overdue, penalties in value of 0,01% / day will be applied.

11.8. The payment term for any quote / proforma / invoice is 15 working days from the date of issue of the document, unless another term is specified on the document.

12. Exclusion from the platform

12.1. CargoPlanning.com is entitled, at any time and with immediate effect, to block user's access to platform, especially in case of severe violations of a contract. This action requires the removal from its Internet pages of information related to parties excluded. CargoPlanning.com will take into account, as much as possible, the ongoing transactions.

13. Copyright, Licensing, Links

13.1. Webpages of CargoPlanning, including design and content, and in particular the illustrations, logos, symbols, samples, software, texts, etc.cannot be reproduced, copied, distributed, processed or rendered publicly without authorization. This also applies to software documentation and to all literature which refers to CargoPlanning services such as user's manuals, etc. Usage rights for the platform's software are the exclusive property of CargoPlanning. Programs cannot not be copied or distributed by the users.

13.2. Links to webpages of CargoPlanning are allowed. Links that offer a negative image about CargoPlanning are not allowed, especially those from or to pages whose content is illegal or offensive.

13.3. CargoPlanning is not responsible for the content of third party websites, even if CargoPlanning refers to them.

14. Guarantees

14.1. CargoPlanning is not responsible for cases in which the intentions stated by the user regarding CargoPlanning or other users cannot be stored, transmitted or processed due technical reasons.

14.2. Platform users, importers, exporters and transporters are checked thoroughly before being given access to the platform, but CargoPlanning does not guarantee the veracity of identity or existence of users.

14.3. CargoPlanning does not guarantee the execution of contracts concluded by the users of the platform. Furthermore, CargoPlanning does not guarantee that the goods and services that are subject to transactions between users will be flawless.

15. Limits of liability

15.1. Despite serious testing and security control is not possible to develop software(computer programs, etc.) and hardware (computers, data processing units and accessories, etc.), where errors can be excluded entirely. Also, the availability of the Internet environment cannot be always guaranteed. CargoPlanning.com is not therefore responsible in the event that its pages are not available to its users without interruption. In particular, our responsibility is excluded in case technical problems prevent the data introduced by users to be accessible or to be processed properly and correctly.
15.2. CargoPlanning.com is responsible for the data and/or programs loss only to the limit of its efforts to restore lost information, providing that user will implement regularly and adequately data security measures, thus providing the possibility of information recovery.

15.3. The above rules apply also to employees and subcontractors.

16. Prohibition of services, complaints and objections

16.1. The user has no right to prohibit services of the platform.

16.2. Complaints and objections on transport contracts intermediated cannot be put by the users in charge of CargoPlanning.com.

16.3. Complaints and objections regarding the services provided by CargoPlanning.com will be sent by email to support@cargoplanning.com.

17. Data protection and security, information assessment

17.1. SC NIMA SOFTWARE SRL is registered as personal data operator under the number: General Register Number: 0022198; Infochiosk number: 978615117461, and obeys to Romanian’s laws.

17.2. The user must realize that data transmission over the Internet implies the risk that third parties could capture and evaluate data.

17.3. User data can be transmitted by CargoPlanning to strategic partners. Confidential user information and internal company data are not transmitted.

17.4. Backups of data on servers of CargoPlanning.com are carried out regularly.

18. Court jurisdiction

18.1. In the event of a dispute about the contract to use the platform, the parties will try to settle it amicably.

18.2. If litigation is not settled amicably, the parties will address the competent courts of the supplier’s premises.

19. Modification of terms and conditions

19.1. CargoPlanning may update or modify this Terms and Conditions from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, we will use reasonable efforts to notify you 30 days before the new terms go into effect. The notification can be sent by email to your billing or technical contact.

19.2. If we modify the Terms and Conditions during your Subscription Term, the modified version will be effective upon your next renewal of a Subscription Term, as applicable. In this case, if you object to the
updated Terms and Conditions, as your exclusive remedy, you may choose not to renew, including cancelling any terms set to auto-renew.

19.3. For the avoidance of doubt, any transaction is subject to the version of the Terms and Conditions in effect at the time of the Transaction.

20. Disclaimer clause

If certain specific terms of these business principles are without effect, force of the remaining clauses is not affected. Clauses without effect within a contract shall be solved by the contracting parties in a way that meets, as much as possible, the purpose of these clauses. Any lack or flaw in a contract will be settled in good faith by the contracting parties.

21. Update

This Terms and Conditions were last updated on: October 1st, 2018.

This Terms and Conditions go into effect starting with: November 1st, 2018.