

TERMS AND CONDITIONS ON THE USAGE OF THE ELECTRONIC SERVICE AT WWW.CREWPLANET.EU

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PROCESSING CONSENT OF: APPLICATION FOR A SEAFARER POSITION IN RELATION TO THE APPLICANTS PERSONAL INFORMATION INCLUDING THE PROCESSING OF ANY SPECIAL CATEGORY OF PERSONAL INFORMATION

The following rules are the agreement between SIA Crewplanet and users of the website http://crewplanet.eu (the Website), who use information and services offered through the Website accordingly to the rules of agreement.

by registering on the website you CONSENT IN RELATION TO ANY PROCESSING WE MAY CARRYOUT IN RELATION TO YOUR PERSONAL INFORMATION UNDER REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 April 2016. The General Data Protection Regulation (GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services.

Information about your rights and how your data is processed and protected.

- 1. By creating CV or entering other data on <u>www.crewplanet.eu</u> you confirm that you agree to your personal data being processed by: website administration, recruiting personnel, crew managers. You also consent to receive periodical notifications to your e-mail related to relevant vacancies.
- 2. Company has appointed a Data Protection Officer and Data Controller who are responsible to ensure that your data is processed according with the standards. In case you have any questions or request in regards to your data please firstly contact the Data Controller.

Data Controller – Vladislavs Vasarovskis / <u>dp@crewplanet.eu</u> / +371 67795210 Data Protection Officer - Eduards Grietins / <u>grietins@eterna.law</u> / +371 26585853

- 3. Active user's data will be stored on Crewplanet indefinitely, until there is a request for data deletion or stop of processing by contacting the data controller.
- 4. Your data may be processed for pre-employment evaluation, contractual basis, finding a potential employment for you, reports to Governmental Authorities, Internal statistical analysis
- 5. There will be cases of auto profiling on the website that will not allow you to proceed to vacancies with certain nationality restriction (due to visa regulations), restriction in regards to English knowledge and previous vessel/engine size
- 6. Crewplanet will only ask you for data that is necessary for contractual / employment purposes:

Of:

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6.2 Company will store your personal information such as sea service, rank, contact details, certificates for contractual and pre-employment purpose.

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- 7. The Company transfers seafarers' data to third parties (including outside the European Union), for provision of crew management services and securing employment for seafarers. Generally, seafarers' data recipients are as follows: travel agents, hotels, airline, train, bus and taxi companies, port agents, ship owners and ship managers, charterers, crewing agencies, flag state authorities, visa centres, insurance companies, training centres, governmental authorities and other third parties where there is a legitimate reason and in most cases for contractual basis. The Company ensures that the seafarers' data transferred to the third party shall not exceed the minimum necessary for the performance of obligations of such third party.
- 8. You are entitled to request that the Company erase your personal data, unless there is some special reason for keeping the data. You should specify in your request if you want to delete only data stored on the Website or also data sent through email and transferred to the third party. You are also entitled to request the Company for copy of the data, to request rectification of incorrect or incomplete personal data, to request restriction on the processing of their personal data, to withdraw his/her consent in case processing of personal data is based only on his/her consent. The Company may charge a small fee for preparation of the copy of the seafarer's data.
- 9. You have the right to ask us to transfer your Data to another controller, in this case you take full responsibility on the security of that data
- 10. You have an obligation to record true "first-time" recorded data and correct and update information, if needed. You will have access to your CV and Data in case you need to correct or update some information. For situation where it is not possible to do so you can ask us using web form.
- 11. You will have access to your CV and Data in case you need to correct or update some information. For situation where it is not possible to do so you can ask us using web form.
- 12. You are responsible for maintaining the security of your user area account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify Crewplanet administration of any unauthorized uses of your account or any other breaches of security. Crewplanet administration will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.



T&C on the usage of the electronic services at <u>www.crewplanet.eu</u> for crewing, ship manager, ship owning companies.

Sia Crewplanet, registered at Cesu street 31 k1, Riga, LV-1012, Latvia, registration number 40003789592, represented by executive director Vladislavs Vasarovskis (hereinafter referred to as PROVIDER), places the present public offer agreement (hereinafter referred to as AGREEMENT) towards legal entities (hereinafter referred to as CLIENT) on the usage of the electronic services at <u>www.crewplanet.eu</u> and agrees on the following:

1. Subject

- By using any electronic services at www.crewplanet.eu (hereinafter referred to as WEBSITE) CLIENT agrees with terms and conditions of present public offer agreement.
- PROVIDER obliges to provide and CLIENT obliges to accept and pay for the electronic crewing services (hereinafter referred to as SERVICES) at WEBSITE.

2. Signing the agreement

- 2.1. Text of this agreement is a public offer.
- 2.2. CLIENT is considered as such since the first usage of SERVICES at WEBSITE.

3. Characteristics of SERVICES

- 3.1. PROVIDER provides CLIENT with electronic services to recruit seafarers at WEBSITE.
- 3.2. CLIENT testifies that s/he is fully aware and agrees with the volumes of SERVICES offered with pricing plan, chosen by CLIENT.
- 3.3. PROVIDER has a full right to introduce new and modify the existing SERVICES without notifying CLIENT.

4. Prices

- 4.1. Prices for the services are set by PROVIDER on a unilateral basis and are displayed at WEBSITE.
- 4.2. By using a SERVICE, CLIENT irrevocably agrees with a price of such SERVICE and obliges to pay

for it within the period set by PROVIDER.

- 4.3. Prices for SERVICES at WEBSITE are set in Euro, if no other currency is indicated.
- 4.4. PROVIDER has a full right to change the prices for the offered SERVICES on a unilateral basis.
- 4.5. When calculating and when applicable, PROVIDER uses the following time zone: Europe/Riga GMT +2.

5. Payment for SERVICES

- 5.1. CLIENT obliges to pay for the services offered by PROVIDER within the period set in invoices.
- 5.2. Payment for the SERVICES is done in euros or another currency chosen by CLIENT when signing up for one of the pricing plans. Calculations are done at the exchange rate on the day of invoicing.
- 5.3. Date of payment is considered as such at the date, the paid amount for the SERVICES reaches PROVIDERS's operating account.
- 5.4. When calculating debts of CLIENT and in all the disputes Euro is considered the main currency.
- 5.5. By accepting present public offer agreement CLIENT requests to invoice him/her on a monthly basis.

6. Responsibilities of PROVIDER

6.1. PROVIDER obliges not to disclose any private information of CLIENT and not to grant this information to the third parties.

6.2. PROVIDER has a full right to change present public offer agreement on unilateral basis before the agreement is accepted by CLIENT.

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- 6.3. PROVIDER has a full right to limit CLIENT's access to the WEBSITE if:
 - 6.3.1.CLIENT has registered at WEBSITE more than once
 - 6.3.2.CLIENT has transferred his/her WEBSITE login details to the third parties
 - 6.3.3.there is evidence of fraud from CLIENT (including but not limited to: neglect of salary payment to seafarers, bribery, etc.) This article is also applicable when fraud is not directly related to CLIENT's usage of WEBSITE and work of WEBSITE itself.
 - 6.3.4.CLIENT has not paid the invoice in full and within the set period
 - 6.3.5.CLIENT is using the SERVICES in an inappropriate way

7. Responsibilities of CLIENT

- 7.1. CLIENT obliges to familiarize him/herself with the present offer agreement, its terms and conditions of payments and limitations to access the SERVICES at WEBSITE.
- 7.2. CLIENT obliges to provide the PROVIDER with correct information about him/herself (including but not limited to the first and second names of the users at WEBSITE, CLIENT'S company name, its address, contact details, email and telephone) and details for invoicing in a good faith.
- 7.3. CLIENT obliges to accept and pay for the SERVICES within the time period set out in the invoices.
- 7.4. CLIENT obliges to fully comply with terms of the GDPR regulations in the Appendix I and takes full legal and financial responsibility for any violations and breaches on their side.

8. Responsibilities of the Parties and dispute resolution procedure

8.1. By choosing one of the professional memberships at WEBSITE, CLIENT holds the responsibility for providing authentic information about him/herself and the company, and agrees with terms and conditions of the present offer agreement.

- 8.2. All the disputes arising between the Parties when complying to requirements set out in the present public agreement, are to be resolved through negotiations.
- 8.3. It is the legislation of the Latvia that is applicable to all the terms and conditions set out in the present public agreement.
- 8.4. In case of any collisions arising between the present public offer and the other written contractual agreements, the present public agreement is considered prevailing.

9. Disclaimer

- 9.1. PROVIDER holds no responsibility for providing the SERVICES at WEBSITE, if a CLIENT experiences technical problems with Internet connection and therefore, his/her access to the WEBSITE.
- 9.2. PROVIDER holds no responsibility if expectations of CLIENT about the characteristics of SERVICES are unjustified.
- 9.3. PRPOVIDER holds no responsibility for not providing the SERVICES either in full or partly, if this is due to force majeure.
- 9.4. PROVIDER holds no responsibility for the accuracy and promptitude of the information provided at WEBSITE. The SERVICES are offered as is.
- 9.5. Neither PROVIDER nor his distributers hold the responsibility for missed profit, foregone benefit, data or financial loss, as well as consequential, special losses, punitive and presumptive claims, if such a limitation of liability is implied by the law.
- 9.6. Except for the cases regulated by Law, total liability of the PROVIDER, his suppliers and distributors with regards to any suits upon the above conditions, including all the implicit guarantees, are limited to the funds, paid for the SEVICES at the WEBSITE (or, upon the decision of the PROVIDER, to provision of the respective SERVICES).



9.7. Under any circumstances PROVIDER, his supplier and distributors hold no responsibility for any damage or losses.

10. Force Majeure.

10.1. Parties are not liable to non-performance or incomplete performance of their duties set out in the present public agreement under any force majeure. Force majeure is understood here as emergency or insuperable conditions, which prevent the Parties from complying with the terms and conditions set out in the present public agreement. These includes the act of god (earthquakes, floods, etc.), civil conditions (war, emergency state, strikes, epidemics), prohibitive actions of governmental bodies (proscription of traffic, currency restriction, international trade sanctions, etc.) As long as force majeure conditions are in act the PARTIES do not have mutual claims, and each PARTY accepts the risks brought by the consequences of these Force Majeure conditions.

11. Action date.

11.1. The present public agreement comes into force from the moment CLIENT chooses one of the paid memberships at WEBSITE and ends when all the responsibilities are fully complied with by both Parties.

12. Details of Provider

Sia Crewplanet Reg. number 40003789592 VAT LV40003789592 Cesu street 31 k1, LV-1012 Riga, Latvia <u>info@crewplanet.eu</u> Vladislavs Vasarovskis Executive director



Appendix I Standard Clauses for the Transfer of Personal Data from the Community to Third Parties

between

SIA Crewplanet (hereinafter "data exporter") registered in Latvia with registration No. 40003789592 and having its registered office at 31 Cesu str., k.1, Riga, LV–1012, Latvia

and

The CLIENT (hereinafter "data importer")

Definitions

For the purposes of the clauses:

- (a) "personal data", "special categories of data/sensitive data", "processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) "the data exporter" shall mean the controller who transfers the personal data;
- (c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

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The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties

have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I (e).

- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data in accordance with the data processing principles set forth in Annex A.
- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
- (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

III. Liability and third party rights

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- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action

within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

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These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II (h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
- (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
- (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
- (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

(v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- (c) Either party may terminate these clauses if: (i) any Commission positive adequacy decision under Article 46 of *REGULATION (EU) 2016/679* (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) *REGULATION (EU) 2016/679* (or any superseding text) becomes directly applicable in such country.
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

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The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I (e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.



ANNEX A to the Standard Clauses for the Transfer of Personal Data from the Community to Third Parties between SIA Crewplanet and the CLIENT

DATA PROCESSING PRINCIPLES

- 1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
- 2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
- 3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
- 4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
- 5. Rights of access, rectification, deletion and objection: As provided in Section 3 of REGULATION (EU) 2016/679, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests

on the data importer, and the data subject may always challenge a refusal before the authority.

- Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
- 7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
- 8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
- (a) such decisions are made by the data importer in entering into or performing a contract with the data subject, and the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties, or
- (b) where otherwise provided by the law of the data exporter.

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ANNEX B

to the Standard Clauses for the Transfer of Personal Data from the Community to Third Parties between SIA Crewplanet and the CLIENT

DESCRIPTION OF THE TRANSFER

Data subjects The personal data transferred concern the following categories of data subjects: Marine specialists.

Purposes of the transfer (s) The transfer is made the following purposes: Crew management, manning and recruitment.

Categories of data

The personal data transferred concern the following categories of data:

Personal data, residential address, copy of ID, contact details, data on employment and education, biometric data and health record.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Shipowners, Ship managers, Crewing agencies

Sensitive data The personal data transferred concern the Following categories of sensitive data: Biometric data - height, weight, eye color, hair color, shoe and clothing size. Health record - reference on health status, vaccines.

Contact points for data protection enquiries Data importer <u>dp@crewplanet.eu</u> / Vladislavs Vasarovskis