

Public Offer Agreement №110 on the usage of the electronic services at www.crewplanet.eu

Crewplanet NL, registered at Rivium Quadrant 90, 2909LC, Capelle a/d IJssel, Netherlands, registration number 54199573, represented by executive director Dmitrijs Belakovs (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 www.crewplanet.eu and agrees on the following:

1. Subject.

- 1.1. 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.
- 1.2. 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 headhunt seafarers at WEBSITE.
- 3.2. CLIENT testifies that s/he is fully aware and agrees with the volumes of SERVICES offered within 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
- 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, brabery, 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

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 Netherlands 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. PROVIDER 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 distributors 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 SERVICES at the WEBSITE (or,

12. Details of PROVIDER

Crewplanet NL

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Dmitrijs Belakovs

executive director Crewplanet NL

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.
