

## **General Terms and Conditions**

The web site [www.go-turtle.com](http://www.go-turtle.com) (the "Web Site") and its sub-domains as well as the digital platform (the "Platform") provided on the Web Site are operated by Turtle GmbH ("Turtle", "we", "us", "our"), Schopenstehl 15, 20095 Hamburg, Germany, a legal entity registered with the commercial register at the Local Court of Hamburg under HRB 162348.

### **§ 1 Scope**

(1) These General Terms and Conditions ("GTC") govern the use of the Web Site and the use of the services provided as set out in Section 3 ("Services"). Please carefully read these GTC before you request and use our Services.

(2) Access and use of the Web Site is subject exclusively to these GTC. You undertake that you will not use the Web Site for any purpose that is unlawful or prohibited by these GTC, such as but not limited to hacking or unauthorized access. By using the Web Site you are fully accepting these GTC and disclaimers contained herein.

(3) Turtle reserves the right to amend these General Terms and Conditions insofar as it deems this appropriate and expedient for technical reasons or as a result of market developments and insofar as this does not have an unreasonable detrimental effect on the interests of the users, in particular the appropriateness of service and consideration in return. Users will be informed via e-mail about any changes of the GTC at least four weeks before the changes will come into effect. If a user does not object within three weeks of the receipt of the notification, the alterations shall be deemed accepted. In the event of an alteration of the GTC, we will advise the users specifically of their right to object and the legal consequences of remaining silent.

(4) If the user objects amendments of these GTC that are not of minor significance, both parties are entitled to terminate this agreement within a notice period of four weeks from receipt of the objection.

### **§ 2 Registration; User Account**

(1) General registration procedure

In order to be able to use the Services all users must create a user account by registering on the Web Site with a valid e-mail address and a personal password. We will then confirm the registration by e-mail. By creating an account, users shall provide the personal information requested by the Web Site during the registration process. The user authorizes us to use their personal information for the provision of the Service as well as in order to disclose the relevant personal information to users for the purposes necessary for the provision of the Service.

(2) Specific conditions with regard to (i) shipping companies and (ii) seafarers

a) Registration of Shipping Companies

The platform provides one database in which the shipping companies may register. After the initial registration, the companies may create a complete profile, which is activated after our verification. Information and/or documents which are mandatory for activation will be expressly designated as such. We reserve the right to exclude individual companies from registering on or using the portal without giving reason.

b) Registration of Seafarers

The second database contains registered seafarers. After the initial registration, the seafarers may create a complete profile, which may be activated after our verification. Information which is mandatory for activation will be expressly designated as such. Furthermore, the seafarers may have to present certain shipping certificates, which are then checked by Turtle GmbH. After registration seafarers will be video-called to verify their authenticity. We reserve the right to exclude individual seafarers from registering on or using the portal without giving reasons.

(3) The user warrants that all of the information provided to the databases of the Platform upon creation of their user account and at any other time after the account is created, will be truthful, complete, exact and up-to-date. Users are responsible for the data and information they provide or publish in the databases of the Platform. We will not be liable to any user in the event that any information provided by a user is incomplete, inaccurate, misleading or fraudulent.

(4) Only one user account is accepted per seafarer and no user accounts may be created on behalf of another person. The registration of shipping companies is performed by an authorized representative. The account may be shared by several internally authorized employees of the respective company.

(5) The user account as well as the user's password and username are personal and non-transferable. You must notify us immediately if you become aware of any unauthorized use of your account or if you have any doubts about the confidentiality of your password. If we have reasonable grounds to believe that your password is no longer confidential, we may suspend your account and/or require you to change your password.

### **§ 3 Provision of Services**

(1) Upon registration the Web Site offers a job market online place where (i) shipping companies may present themselves and their staffing needs and (ii) seafarers may offer themselves for job vacancies. The shipping companies may enter their vacancies in the database to identify an available seafarer via the database. The specific functions are explained in more detail in connection with the respective services on the portal. We may decide, in our sole discretion, to offer the purchase or sale of related services or products via the Web Site ("Ancillary Products").

(2) Unless expressly agreed otherwise, our services are limited to contact mediation for employment and potential Ancillary Products. Turtle may perform certain additional services, if they are individually agreed upon with users. Turtle shall not be responsible for the performance or non-performance of users and/or the information provided by users, their reliability and/or any damage they may cause. We do not take any responsibility for the success of an application or an interview. While a registration is principally possible for every seafarer and shipping company, an application-process for a specific position after an invitation may require further documents and information. Where applicable, national regulations must also be observed by the seafarers and shipping companies; we do not accept any responsibility for supplementary and/or possibly conflicting national regulations. Turtle will not be a party to any contracts mediated through the Platform. The parties are each obliged to fulfill the legal obligations in connection with any possible employment mediated via the Web Site. In particular, seafarers are exclusively responsible for all tax reporting obligations applicable to them. The same applies to all social security contributions.

(3) Turtle assumes no responsibility for any data and information provided by users of the Web Site. As far as Turtle carries out assessments of the authenticity of companies and seafarers and their information in the course of registration (e.g. in the course of background checks,

examination of documents, video interviews) this is a non-binding service. Turtle will solely communicate its own subjective opinion based on the examination and does not accept any responsibility for the accuracy of the assessment, the authenticity of the users and the respective information and documents provided by the users. It is the responsibility of the users of the portal to independently evaluate each contact mediated and to independently evaluate any risks (e.g. through fraud, fake accounts etc.).

(4) The platform currently does not allow the conclusion of contracts between users. After the contact has been established via the Platform, if necessary, the users will separately conclude a contract regarding a potential employment or Ancillary Products, if any. The registered shipping companies must inform Turtle without undue delay of any contracts they conclude with seafarers they identified via the Platform, including contract prolongations

(5) We reserve the right to modify, update, interrupt, suspend or discontinue or remove (temporarily or permanently) the Web Site or any part of it without notice. We are not liable for any such change or removal.

#### **§ 4 Intellectual Property Rights**

Turtle owns all rights, title and interest in and to the Web Site, all the content (including, e.g. photographs, illustrations, graphics, other visuals, video, software, documents (such as automatically generated application documents, input masks and composition of input criteria. etc.), code, data and materials thereon, the look and feel, design and organization of the Web Site, and the compilation of the content, code, data and materials on the Web Site, including but not limited to copyrights and related rights, trademark rights, design and patent rights and supplementary protection (e.g. database rights) therein. The use of the Web Site does not grant users ownership of any content, code, data or materials users may access on the Site. Any commercial distribution, publishing or exploitation of the Web Site, or any content, code, data or materials on the Web Site, is strictly prohibited.

#### **§ 5 Confidentiality**

We will hold information given by users on a confidential basis. It is expressly agreed that all information regarding any employment is confidential and will not be disclosed to any other party without prior permission of the user, including under these GTC In all cases such obligation of confidentiality shall be deemed to end 3 years after the end of performance in question. We have the right to use the name of shipping companies registered with us for reference marketing purposes, i.e. to publicly advertise that the respective company is our customer, insofar as the respective company grants us a separate consent. You can revoke the use of your company name for advertising purposes at any time with effect for the future.

#### **§ 6 Liability**

(1) Turtle is liable for damages caused by intent or gross negligence as well as for damages resulting from a culpable injury of life, body or health and for damages without restrictions. In case of breaches of duty which are based on simple negligence, the liability is restricted to duties which are of fundamental relevance for the achieving of the purpose of the contract (cardinal duty) – in such cases with the exception of simply negligent injury of life, body or health, the compensation liability is restricted to the damages which are deemed to be typical and foreseeable for this type of contract and to a total amount of EUR 300,000.00 in each case. Turtle is not liable for loss of profit. In all other cases of simple negligence, the assertion of claims for compensation against Turtle is excluded, irrespective of the legal basis. The unrestricted liability in accordance with Sentence 1 of this paragraph and the German Product

Liability Act remains unaffected, to the extent applicable. As far as the liability of Turtle is excluded or restricted in accordance with the foregoing provisions, this also applies to the personal liability of its employees, representatives, managers, directors and vicarious agents.

(2) For clarification: Unless otherwise expressly agreed, services other than mediation of contacts by Turtle according to § 3 paragraph 2 and 3 do not constitute any contractual duties on the part of Turtle and in this respect there is no liability of Turtle.

(3) For the avoidance of doubt: Turtle does not assume any obligation to check whether the individual users have to observe any national regulations when using the Web Site or with regard to subsequent negotiations, conclusions or executions of contracts. This is the sole responsibility of the respective users.

(4) Turtle is exempted from its fulfilment of the Services in case of force majeure and the taking of industrial action, for which we are not responsible; there is no entitlement to compensation as a result.

(5) We do not assume liability for damages resulting from an unauthorized use of a user account.

(6) You agree to indemnify and hold us and/or any of our affiliates and/or licensors harmless from and against any and all claims and damages arising out of or in connection with any third party claims arising from your breach of this GTC.

(7) Our Web Site may contain links to other websites or services. We assume no responsibility for such third-party offerings or the information, materials, products or services contained/accessible/offered there. Access and use of third party services is solely at your own risk.

## **§ 7 Indemnification**

The user shall indemnify and hold Turtle harmless from and against all claims by third parties arising in connection with the unauthorized use of the Web Site or breaches of duty by the user. The indemnification under this § 7 also applies in case third parties raise claims in respect of the Services (or additional services rendered by Turtle) to the extent Turtle is not liable to the respective shipping company or seafarer for which/whom the Services have been rendered.

The indemnification includes all reasonable judicial and extra-judicial costs that arise for Turtle in connection with the defense against a pending claim, the threat of a claim or because of the involvement in public authority proceedings and investigations. The duty to indemnify arises equally if the Client gives a third party notice on Turtle after being sued by a third party. Further claims by Turtle, whether contractual or statutory, shall remain unaffected.

## **§ 8 Termination of the Services**

(1) In cases of material breaches of this GTC by the user, we reserve our right to interrupt or suspend, temporarily or permanently, all or part of our Services and any additional services and the user account.

(2) In case we find out that information provided by a user is insufficient, not correct or fraudulent, we may block such user account. Meanwhile we will contact the user using the contact details provided by the user during registration in order to solve this issue. However, we stay entitled

to delete the user account permanently, if we are convinced that it is not possible to solve the issue. We are not obliged to justify this decision.

## **§ 9 Data Protection**

(1) We will process your personal data (e.g. personal data you provided during the registration process such as name, e-mail address etc.) exclusively within the framework of the applicable legal provisions, especially the General Data Protection Regulation.

(2) Personal data will not be disclosed to third parties unless this is necessary or supportive for the performance of our services, legal or administrative regulations require the disclosure or the user has expressly given its approval. We will not use your personal data for advertising purposes.

(3) We undertake to take reasonably necessary technical and organizational steps to guarantee the security of your personal data and prevent their alteration, loss, processing or unauthorized access.

(4) You may find further information regarding the processing of your personal data in our privacy policy.

## **§ 10 Place of performance, jurisdictional venue**

(1) Should one or more provisions in these GTC be invalid or should this be the case in the future, this has no effect on the validity of the remaining provisions. An invalid provision will, in the form of a supplementary interpretation of the contract, be replaced with a provision which comes as close as possible to fulfilling the commercial purpose which was intended with the invalid provisions. This has analogous validity for the closing of any gaps in the provisions.

(2) Amendments to the provisions of these GTC and the waiving of the written/text form requirement require the written/text form.

(3) This agreement and the entire legal relations of the parties are subject to the law of the Federal Republic of Germany under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(4) The place of performance is Hamburg. The jurisdictional venue for the taking of legal action against businessmen and corporate bodies under public law or a special fund under public law is Hamburg.

## **§ 11 MLC Compliance**

Specific conditions with regard to shipping companies:

By accepting these GTC, the shipping companies declare that any and all vessels under their management comply with the provisions of the Maritime Labour Convention 2006 (as amended) at all times.