

## **GENERAL SERVICE AGREEMENT**

**“CREVECTOR” Limited Liability Company** (hereinafter referred to as “Administrator”)

### **1. SUBJECT OF THE CONTRACT**

1.1. According to this Agreement, the Administrator provides the User with information and communication services (hereinafter referred to as services) using the system, which is located on the Internet at: <https://crewvector.com> (hereinafter referred to as the Internet portal). The services are rendered for the purpose of providing Maritime agencies served by the User with information services and services for keeping records of sea crews. All materials, resources and services posted on the Internet portal at the time of the conclusion of this Agreement, as well as those ones which will be posted in the future are the subject of this Agreement.

1.2. The provision by the Administrator of the services specified in clause 1.1 of this Agreement is associated with data processing, posting information on websites (and related activities), including activities related to databases: providing data in a specific order or sequence by selecting them in the mode line or direct access to operational data, sorted by request, processing, preparation and input of data using the user's software or own software for a wide or limited range of users.

1.3. The Internet portal is an object of intellectual property rights. All intellectual rights of the internet portal property belong to the Administrator.

1.4. The first month of the provision of services is considered as the period of initial setup, during which one the Administrator provides the User with access to the Internet portal and trains the authorized persons of the User to work with the tools posted on the Internet portal.

### **2. COST OF SERVICES AND TERMS OF PAYMENT**

2.1. The cost of services for a calendar month is determined by the way of multiplying the personal accounts registered from the User, and in accordance with them the Administrator provides services, by the cost of monthly service using the number of the Internet portal of one personal account of the User.

The cost of a monthly service using the Internet portal of one user's personal account is 30 (thirty) US dollars. The cost of monthly services can be paid in accordance with the current legislation of Ukraine, in the national currency of Ukraine - hryvnia established by the National Bank of Ukraine on the date of depositing funds.

2.2. The number of the user's personal accounts is indicated in the corresponding acts of provided services. In case of an increase or decrease the number of personal accounts, the total cost of services per month is adjusted accordingly.

2.3. The user can order other services from the Administrator, the payment for which is carried out on the basis of an invoice and a separate Certificate of Rendered Services.

2.4. Payment for services is carried out monthly. The payment is made no later than the 10th day of the current month.

2.5. Payment is carried out to the Administrator's bank account.

2.6. All bank expenses associated with the funds transferred by the User to the Administrator's bank account as well as banking fees are carried out at the expense of the User.

2.8. At the end of each calendar month, and at the end of the Agreement, on the last day of the Agreement, the Administrator provides the Certificate of Rendered Services in 2 copies to the User, and the User is obliged to sign the Certificate within 3 working days or provide a reasoned refusal for signing. In case of failure to provide such a refusal in due time, the services are considered to be rendered in full and in a proper manner.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **3.1 User's rights:**

3.1.1. Use all the functionality items of the Internet portal in accordance with the terms established by this Agreement and the Rules of the Internet portal, posted at (<https://crewvector.com>).

3.1.2. Use additional functional modules of the Internet portal that were created or would be created by the administration on the conditions determined by the Rules of using the Internet portal.

#### **3.2. User's obligations:**

3.2.1. Use your own login and password.

3.2.2. Do not transfer your login and password to third parties.

3.2.3. Do not use the capabilities of the Internet portal with a purpose that can be qualified as a violation of the rights of third parties.

3.2.4. Refrain from any actions that bring obstacles to the operation of the Internet portal.

3.2.5. Comply with the Terms of Use of the Internet Portal posted on the Internet Portal.

3.2.6. Inform the Administrator about a security breach in case of access to the Internet portal by third parties without of his permission (unauthorized access), or in other cases of security breach.

3.2.7. Timely pay for services, in accordance with the terms of the Agreement.

#### **3.3. Administrator's rights:**

3.3.1. Check the data provided by the User, and, if it turns out that such an information does not correspond to reality, block its publication.

3.3.2. Determine the structure, outlook of the Internet portal, allow or restrict Users' access to the Internet portal under the conditions provided by this Agreement and the Rules for using the Internet portal.

3.3.3. At any time, change the design and interface of the Internet portal, its meaning, the content of the functionality provided by it, and the software, objects which are used or stored on the internet portal can be changed on Internet portal.

3.3.4. Send messages to the User (including messages by e-mail, sms-messages, etc.), in order to inform about the introduction of new or cancellation of old functions of the Internet portal, as well as about new messages, requests, comments, and the like.

3.3.5. Suspend or terminate the provision of services in case of violation by the User of the term for payment for the services provided by the Agreement.

### **3.4. Obligations of the administrator:**

3.4.1. Provide the services stipulated by the Agreement in a timely manner and with high quality in accordance with the terms of the Agreement and the requirements that usually relate to the provision of information and communication services.

3.4.2. The Administrator obliges to take all necessary measures to ensure the confidentiality of non-public data posted by the User on the Internet portal. Non-public data including: passport data, identification number, address, phone number, e-mail.

3.4.3. Provide technical documentations on work of Internet portal (user's instructions) by e-mail way on Internet portal.

## **4. PROTECTION OF PERSONAL DATA**

4.1. The user confirms and guarantees that he has received agreeing from individuals who provide services for the transfer (distribution) of their personal data (including the Administrator) and has the authority to transfer to the Administrator as personal data of individual individuals as the personal data base of such individuals.

4.2. The User grants the Administrator the right to process personal data of all individuals to whom the User provides services.

4.3. The User provide to the Administrator the right to transfer to third parties the personal data of all individuals transferred / or will be transferred in the future by the User to the Administrator as part of the Agreement (including entered by the User on the Internet portal), if such transfer is) is associated with the provision of services to the User or individuals to which the User provides services.

## **5. LIABILITY**

5.1. The User uses the Internet portal exclusively at his own risk. The administrator of the Internet portal is not responsible for any damage caused in one way or another, directly or indirectly related to the use of information presented on the Internet portal, or services provided through the Internet portal.

5.2. The user is responsible for the accuracy, relevance and compliance with the legislation of Ukraine of the information provided to him during registration.

5.3. If other things were not proven by the User any actions performed by using his login and password are considered like they have been committed by the relevant User.

5.4. The administrator is not responsible for the content of the information on the Internet portal and for any statements and comments of others as well as for their compliance with legal requirements, for copyright infringement, unauthorized use of marks for goods and services, names of companies and their logos, and the like.

5.5. The Administrator has the right, upon receipt of information from other Users or third parties about a violation by the User of this Agreement, to change (moderate) or delete any information (including personal messages) published by the user if it violates the rules established by this Agreement. portal, and / or suspend, restrict or terminate the User's access to all or any of the sections or services of the Internet portal, without incurring liability for harm which may be caused to the User by such actions. The Administrator has the right to temporarily suspend, restrict or terminate the User's access to any of the services of the Internet portal if the

Administrator reasonably believes that the User bears a threat to the Internet portal and / or Users and / or other persons. The Administrator is not responsible for the implementation in accordance with this Agreement of temporary blocking or deletion of information.

5.6. The Administrator tries to ensure the smooth operation of the Internet portal but he is not responsible for the full or partial quality or speed of the content of the Internet portal, if it does not depend on him. The Administrator is not responsible for failures, deleting or not saving of any information on the Internet portal, if it happens not through the Administrator's fault. The administrator is obliged to respond to failures in the work of the Internet portal.

5.7. The Administrator is not responsible for the failure of the Users to fulfill any obligations related to the relations of the Users by the Users and or by third parties.

5.8. The Administrator is not responsible for the quality of services provided by the User to other persons.

5.9. The administrator is not responsible for the veracity, unreliability, safety of any other information displayed, downloaded or the reliability of any statement, advice, thought, distributed through the Internet portal. Responsibility for the content and safety of materials uploaded by the user of the work in the Internet portal lies entirely with the User.

5.10. The Administrator is not responsible for possible failures and interruptions in the operation of the equipment and / or software of the Users (including those intended for access to the Internet) and the loss of information caused by it if it happened not through his fault.

## **6. RESOLUTION OF DISPUTES**

6.1. All disputes arising from or related to this Agreement. are resolved through negotiations between the Parties.

6.2. If the relevant dispute cannot be resolved through negotiations it is resolved in court in accordance with the current legislation of Ukraine.

## **7. FORCE MAJEURE**

7.1. The parties are released from the liability defined by the Agreement and the current legislation of Ukraine for full or partial non-fulfillment of obligations under this Agreement if such failure occurred due to force majeure circumstances (force majeure).

7.2. Force majeure circumstances are extraordinary and unavoidable circumstances, objectively provided for by the terms of the Agreement. Force majeure is considered impossible to fulfill obligations (contract, agreement, etc.). duties by legislative other normative acts, namely: the threat of war, armed conflicts or a serious threat of such a conflict, including but not limited to hostile attacks, blockades, military embargo, actions of a foreign enemy, general military mobilization, military actions, declared and undeclared war, actions of a public enemy, indignation, piracy, riots, invasions, blockade, revolution, acts of terrorism, sabotage, mutiny, insurrection, riots, curfews, expropriation, forced confiscation, seizure of enterprises, requisition, public demonstration, blockade, strike, accident, illegal actions of third parties, fire, explosion, long interruptions in the operation of transport, are regulated by the terms of the relevant decisions and acts of state authorities, the closure of sea straits, embargo. ban (restriction) of export / import, etc., as well as caused by exceptional weather conditions and natural disasters, namely: epidemic, severe storm, cyclone, hurricane, tornado, flood, accumulation of snow, ice. hail, frost, freezing of the sea, straits, ports, passes, earthquake, lightning, fire, drought, subsidence and landslide, other natural disasters, etc.

7.3. The Party affected by force majeure is obliged to notify the other Party about it within ten calendar days. The fact of the presence and validity of force majeure circumstances are confirmed by a document issued within 20 calendar days after the relevant competent authority in the implementation of the message.

7.4. After the expiration of force majeure circumstances, the Party affected by them is obliged to notify the other Party within 10 days, followed by the provision of supporting documents.

7.5. If force majeure circumstances last longer than 30 (thirty) calendar days in a row, the Parties have the right to terminate this Agreement.

## **8. PERIOD OF VALIDITY AND OTHER TERMS**

8.1. This Agreement comes into force from the moment of its signing by the Parties and it is valid for one year, but in any case, until the Parties fully fulfill their obligations under this Agreement.

8.2. If none of the Parties has notified the other Party in writing about termination of the Agreement at least one month before the expiration of the Agreement, the Agreement shall be deemed extended for the same period and on the same conditions as provided for in the Agreement.

8.3. Each of the Parties has the right to terminate this Agreement by notifying the other Party in writing one month before the date of termination of the Agreement.

8.4. After the signing of this Agreement, all previous negotiations on it correspondence, preliminary agreements, letters of intent otherwise relate to this Agreement will become null and void.

8.5. Changes to this Agreement can be made by mutual agreement of the Parties, drawn up by an additional agreement to this Agreement.

8.6. Changes and additions, additional agreements and annexes to this Agreement are an integral part of it and are legally binding if they are made in writing and signed by authorized representatives of the Parties and sealed (if any).

8.7. The parties agreed that upon fulfillment of the terms of the Agreement, additional agreement and annexes to the Agreement and any other documents the signing of the Acts of provided services may be carried out by email form. Creation and exchange of electronic documents is carried out by Ukrainian legislation in the field of electronic document management.

8.8. All legal relations arising in connection with the fulfillment of the terms of this Agreement and not regulated by it are governed by the norms of the current Ukrainian legislation.

8.9. This Agreement has been drawn up in full understanding by the Parties of its terms and conditions and terminology in Ukrainian (Russian) in two copies, having the same legal force, one for each of the Parties.