

General Terms and Conditions

The web site 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 identity and 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 in order 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 putting users in contact 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 cannot confirm the accuracy, completeness or reliability of any information provided by any user and shall not be liable for any damages resulting from any inaccuracy or unreliability. 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. Any applicable national regulations must also be observed by all seafarers and shipping companies using the Services; we do not accept any liability where any applicable laws and/or regulations conflict with these GTC. Turtle will not be a party to any contracts concluded through the Platform. The parties are each obliged to fulfill the legal obligations in connection with any possible employment concluded via the Web Site. In particular, seafarers are exclusively responsible for all tax reporting obligations applicable to them. The same applies to all applicable social security contributions.
- (3) Turtle assumes no responsibility for any data and information provided by users of the Web Site. Turtle carries out assessments of the authenticity of the identity of all users, companies and seafarers and their information in the course of registration (e.g. in the course of background checks,

examination of documents, video interviews) however Turtle makes no assurances in respect of such assessments. 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 made via the website 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 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 extensions.
- (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 such company is our customer, provided the prior consent of the such company has been obtained. Such consent to use the name of the shipping company may be withdrawn at any time by written notice to Turtle.

§ 6 Liability and Indemnity

- (1) Turtle shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by a user arising from or in any way connected with the provision of the Services, unless caused by its wilful misconduct and gross negligence.
- (2) Notwithstanding the foregoing, nothing in these GTC shall be deemed to exclude or restrict any liability of Turtle for personal injury or death.
- (3) Turtle shall not be liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control.
- (4) Save as required by law, the sole aggregate liability of Turtle to the user arising in connection with the GTC shall be limited to EUR300,000.

- (5) A user shall indemnify and keep indemnified Turtle against any costs (including legal costs), claims or liabilities incurred directly or indirectly by Turtle arising out of or in connection with these GTC including (without limitation) as a result of:
 - (a) any breach of these GTC by a user or by its employees or agents (if applicable); and/or
 - (b) any breach by a such user or a third party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation and applicable regulations); and/or
 - (c) any unauthorised use of the Web Site.
- (6) For the avoidance of doubt: Turtle does not assume any obligation to check whether the individual users are bound by any applicable laws or regulations when using the Web Site or when involved in any subsequent negotiations, conclusions or executions of contracts. This is the sole responsibility of the respective users.
- (7) 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.
- (8) 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 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, incorrect 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 of the belief that it is not possible to solve the issue. We are not obliged to justify this decision.

§ 8 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.) in accordance with the Data Protection Act 2018 and other applicable legislation.
- (2) Personal data will not be disclosed to third parties unless this is necessary for the performance of the services, or any applicable legal or administrative regulations require the disclosure, or the user has expressly given its consent. 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) Further information regarding the processing of personal data may be found in our privacy policy.

- (5) Each user agrees to comply with the Data Protection Act 2018 and shall not cause or seek to cause Turtle to breach the Act in connection with these GTC and shall provide any and all information requested by Turtle in a timely manner to assist Turtle respond to a Data Subject access request (as defined within the Act).

§ 9 Governing law and jurisdiction

These Terms shall be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

§ 10 Severability

Each provision of these GTC is a separately enforceable provision. If any provision of these GTC is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation. The unenforceability or invalidity of any provision shall not affect any other provision of these GTC, and these GTC shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.