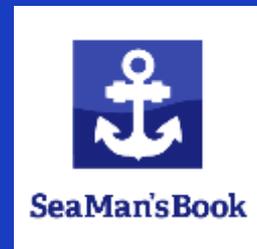


Terms of Use



I. General Information about the Terms and Conditions

1. This document outlines the Terms and Conditions applying to your use of this application as well for the ordinary users as for the Agencies and Training Centers. Your access to and use of the services provided are conditioned on your acceptance of and compliance with these Terms and Conditions apply to all visitors, users and others who access or use the Service.
2. By accessing or using the App, you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.
3. The terms: "The Company", "We" or "Us" used in this document, refers to BADOR Beata Syska-Godlewska, seated in Slupsk (Poland).
4. The terms "You" and "your organization", refers to you and the company on whose behalf you are authorized to register for this App.

II. Terms and Conditions refereeing to the App SeaMan'sBook

About the App

1. BADOR is not an employment agency or an employment business and it is for you to determine how to proceed with any introductions facilitated via the App. **SeaMan'sBook** is free.
2. We offer no guarantees as to the accuracy of jobs published on the App and you accept full responsibility for conducting all reasonable checks before entering into any contractual arrangements.
3. We are not responsible for the content of the ads on the App.
4. These Terms and Conditions apply to all users of the App.
5. Information provided by our users through the App may contain links to third party websites that are not owned or controlled by the BADOR. BADOR has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites.
6. In addition, BADOR will not and cannot censor or edit the content of any third-party site.
7. By using the App, you expressly acknowledge and agree that BADOR shall not be responsible for any damages, claims or other liability arising from or related to your use of any third-party website.
8. The App is controlled and offered by BADOR Beata Syska-Godlewska from its facilities in POLAND.
9. BADOR makes no representations that the provided service is appropriate or available for use in other locations. Those who access or use the BADOR service from other jurisdictions do so at their own volition and are responsible for compliance with local law.
10. You should be aware that certain functions of the app, will all require the app to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider. BADOR cannot take responsibility for the app not working at full functionality if you don't have access to Wi-Fi, and you don't have any of your data allowance left.
11. If you're using the app outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third party charges. In using the app, you're accepting responsibility for any

such charges, including roaming data charges if you use the app outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using the app, please be aware that we assume that you have received permission from the bill payer for using the app.

Registration, use and updates

1. Registration and creating personal user account is voluntary and is not required to start using the Service provided.
2. In particular, registration is not necessary to use the basic functions of the App like browsing content, changing app settings, creating and storing backups of App data.
3. You may always view and use portion of the Service provided if you are not registered user. However, you may not be able to use specific features and exclusive functions without such registration.
4. We are relentlessly improving our Service. That means we may add new features and functionalities, and we may also suspend or stop the App altogether. We may take any of these actions at any time and when we do, we may not provide you with any notice beforehand.
5. Service development requires constant updating of the App. Unless you are registered user you will not have access to new App content, options and features that will appear in subsequent versions of the App.
6. We try to make the App available and usable on as many devices as possible. However, at the same time the registered user can remain logged only on one device.

Logon details and password

1. The Logon details provided for you to access non-public areas of the App are issued on a single user basis and no 3rd party use is permitted without prior consent.
2. You are responsible for maintaining the confidentiality of your Logon details and agree to notify us of any unauthorized use of such details.
3. You will be responsible for any activity conducted under your User Account whether or not authorized by you.
4. Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.

User control and uninstall

1. You can access and change user settings for the App or delete your search history from the options/settings menu on your Device. Uninstallation methods vary depending on your Device. To uninstall the App, please consult your Device manual.

III. Terms and Conditions referring to the Agencies and Training Centers

Registration

By registering for a User Account, you confirm:

1. That you are authorized to enter into commercial contracts and order recruitment advertising services on behalf of your organization and that your organization agrees to pay the charges applying to your use of this service, as per the rate in force at the time of booking.
2. That the information you have supplied is complete and accurate and you agree to notify us of any changes in your organization's details.
3. That you comply with all applicable laws in the country where you conduct your business and possess any licenses required.
4. That your organization does not charge jobseekers a fee to register or find them work or apply any other charges or advance payments associated with their employment.
5. That you handle personal data in accordance with the Data Protection principles applying in the EU.
6. If your organization operates from business premises in the UK, that you will comply with the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and all other relevant statutes, in respect of any advertising and recruitment conducted via this service.
7. Your User Account will not be shared or transferred to any other individual or organization without our express consent.
8. If your organization operates from branch offices at different physical locations that each office will be responsible for registering for their own User Accounts.
9. You agree to supply us with any information required to authenticate your organization before your access to the site is permitted.
10. By clicking "Register" You acknowledge that You have read and understood the Terms and Conditions and that You agree to be bound by all of its provisions.

Rules of cooperation

At the time of payment for the offered services, specified below, You become a party of Cooperation Agreement between You and BADOR Beata Syska-Godlewska. The rules of cooperation under this agreement are as follows:

1. On the grounds of Cooperation Agreement we provide You the advertisement services and publication of the add's on the App in the time purchased in packages we offered.
2. We offer You the purchase of advertising services in one-month, three-month, six-month, twelve-month packages. The price of the packages are specified below (price list):

SeaMan'sBook PAYMENT PACKAGES

PAYMENT PACKAGES	No. of months	Amount per month	Discount	Total (net)
STANDARD – 1 month package	1	25.00 Euro	-	25.00 Euro
SILVER – 3 months' package	3	25.00 Euro	15%	63.75 Euro
GOLD – 6 month's package	6	25.00 Euro	30%	105.00 Euro
PLATINIUM – 12 months' package	12	25.00 Euro	50%	150.00 Euro

3. Regardless of the type of the package purchased, in case of the first login, You receives a monthly free access to the service, in the form of issuing a job advertisements (gratuitous period). Before You start using the service You will be verified and approved by us.
4. However, if after gratuitous period You want to extend the ability to advertise job advertisements, You need to purchase and pay for one of the packages defined in the price list.
5. Notwithstanding the above provisions, at Your request we could prepare an individual offer of cooperation.

Please note, that we make every effort to provide our services in a professional and high standard. Therefore, we declared that:

1. we provide all services personally and without entrusting it to any third party,
2. we have appropriate qualifications and experience necessary to perform the services indicated above,
3. we conduct business activity, in scope of which includes activates constituting the subject of the agreement.

At the time of purchasing the package we offered and entering the Cooperation Agreement, you declared that:

1. You are the recruitment agency/employment agency within the meaning of applicable laws,
2. You have all the proper permits and certificates to provide services related to the subject of economic activity,
3. You undertake all activities necessary to verify the documentation and professional qualifications held by the Seafarer's and You assume full responsibility for such obligation.

Payments and duration of the Cooperation Agreement

1. All payments for packages we offered is made by using Pay Lane Services limited liability company: PayLane Sp. z. o. o. seated in Gdańsk, Arkońska 6/A3 Street, Postal Code: 80 – 387 Gdańsk (Poland), Registered Under No. 0000227278.
2. Along with making such payment You become a party of Cooperation Agreement. In confirmation of the agreement You will receive the invoice issued by us.
3. The Cooperation Agreement is terminated after the expiry of the period for which it was concluded.
4. We reserve the right to terminate the Cooperation Agreement at any time, in case of serious breach of the cooperation.
5. You have the right to terminate the Cooperation Agreement with 3-months' notice period.

6. In case of termination during using the package purchased, made termination does not result in the immediate inability to advertise services. In this case, the service will expire on the first day of the month following the period of notice.

Vacancy advertising

1. Your organization will be responsible for the accuracy and content of any vacancies published in the App and for complying with advertising standards and your obligations in relation to recruitment advertising, as specified in any applicable law.
2. We reserve the right to remove any vacancies that appear to be discriminatory or in breach of any applicable laws or regulations.
3. Vacancies and ads are valid for a monthly period.
4. In order to maintain the accuracy of available vacancies you agree to remove any vacancies that have been filled or closed.

IV. Other regulations and provisions

Provisions outlined herein, apply to all users of the App.

Intellectual property rights

1. The copyright, design, created text, scripts, graphics, interactive features, trademarks. Service marks, logos, contents and layout of this App, including its software, databases, logo's, graphics, text and other material, including the HTML code used to generate its pages, are protected under copyright, database rights and foreign laws and international conventions and any other intellectual property rights.
2. The Service is provided to you as is for your information and personal use only.
3. You agree to not engage in the use, copying, or distribution of this App. What is more, You may not copy, store, reproduce or distribute any part of the site's content, databases or software code, without the written permission of the copyright owner, their estate or legal representatives.
4. Reproduction of any part of this site for commercial or unlawful use is strictly prohibited.
5. Violation of this copyright by any individual or organization will result in civil or criminal proceedings, to the fullest extent permissible under law.

Term and termination of the Terms and Conditions

1. The terms and conditions are effective for an indefinite period of time, until BADOR terminates it, or until you provide notice to BADOR your decision to terminate it. Your rights under this license will terminate automatically without notice to you if you fail to comply with any of the provisions of this Terms and Conditions. BADOR reserves the right to suspend, discontinue, enhance, update or otherwise modify the App, or its availability to you, at any time without notice. Upon termination of the license to the App, you will cease all use of the App.
2. BADOR reserves the right to update these Terms from time to time. If it does so, the updated version will be effective immediately, and the current Terms are available through the App. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them and you will be bound by the new policy upon your continued use of the App.

3. If you do not wish to continue using the Service under the new version of the Term and Conditions, you may terminate the usage by contacting us through the Customer Service contact form.
4. These Terms (as amended from time to time) constitute the entire agreement between you and BADOR concerning your use of the App.

Limitation of liability

1. In no event shall BADOR , its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any:
 1. errors, mistakes, or inaccuracies of content,
 2. personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our service,
 3. any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein,
 4. any interruption or cessation of transmission to or from our servers,
 5. any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our service by any third party,
 6. any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the BADOR client, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages, and/or
 7. the disclosure of information pursuant to these terms of service or privacy policy. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
2. You specifically acknowledge that BADOR shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.
3. BADOR is not a recruitment agency / employment agency on the basis of any law, and that he does not act in such capacity. By using the App, you hereby declare that the above fact is fully understandable, and that You gully accept it.
4. BADOR does not bear any responsibility and liability for the information provided. BADOR is not obliged to verify any documentation and professional qualifications held by users of the App.

Registered details

1. If you register for any of the services we provide, you are not anonymous to us. However, any personal details you enter will not be available to other registered users. The data transferred to the App by the registered user is stored in the App for the time that User is logged on. Once you leave the App, the data ceases to be stored until you log back in.
2. The information provided by you at the time of your registration is used for App administration purposes only and will not be sold on to any 3rd party or organization.
3. Access to your organization's contact information by other registered users of the web site, including telephone numbers, postal, web site and e-mail addresses, is available on a need to know basis.
4. You have the option to withhold certain contact information and specify alternative e-mail addresses for applications.

5. We may contact you with essential information relating to your user account or changes to the App. We may also contact you periodically to confirm that you wish to maintain your user account and that your registered e-mail address is still valid. We will not send you any marketing messages or unsolicited newsletters, nor will your personal or company details be passed on or sold to any other organization for marketing purposes.
6. In order to preserve the confidentiality of job seekers who register their career details on-line, no personal information will be displayed with records found in a database search. All personal information supplied at the time of registration will be withheld and only a system-generated code will be visible.
7. We do not collect or use personal data for any purpose other than that indicated above. If we wish to use your personal data for any additional purpose, we will offer you the means to consent to this first.
8. Although we do not collect personal data, the data is sent as a response to specific job advertisements placed by the Agents are being transmitted through our servers. The information of home country defined by you during the process of registration ("country" box in registration form) and using of **SeaMan'sBook** App ("CV/passport" tab in your personal profile settings) will be used only to provide you personalized job advertisements specified and addressed to country you selected or worldwide.

Laws and jurisdiction

1. These Terms shall be governed by and construed in accordance with Polish law and you agree to submit to the exclusive jurisdiction of the Polish Courts.
2. If any provision(s) of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.