



## Online logbook Terms and Conditions

**Effective date:** 21/10/2021

**Last modified:** 21/10/2021

### A few general words

These Terms and Conditions contained herein (the "Terms and Conditions", "T&C", "Agreement", "Terms") govern the possibilities of use by You as a Sailor of this Platform. Online logbook is a Sailor's book in electronic form which contains information about the time, place, miles sailed, skipper licenses, as well as the Sailor's team(s).

Please, read these Terms and Conditions carefully before You start using the Platform, as it will apply to Your use. These conditions will be permanently accessible on the Platform. If You do not agree to all of the terms of these Terms and Conditions or Privacy Policy, or You do not have such authority, or You do not meet the eligibility requirements - You should cease any and all access or use of the Platform. By using Our Platform, You confirm that You accept these Terms and Conditions and agree to comply with them.

In case You have any questions relating to the terms contained in this Agreement, You may contact Us via email: [info@online-logbook.eu](mailto:info@online-logbook.eu). Your questions will be responded to within 30 (thirty) days, but we will try to respond as soon as it is practically possible.

### 1. Definitions

The definitions below have the following meanings in these Terms and Conditions whenever capitalized, whether used in singular or plural form.

**"Online logbook"** - refers to "Glory Yachting OU", and its affiliates, parents and subsidiaries, tax number: 14285851, registered under the address: Harjumaa, Keila linn, 76605, Estonia, incorporated under the laws of Estonia (hereinafter - "Company", "We", "Us" or "Our").

**"Platform"** - the website [online-logbook.eu](http://online-logbook.eu) and all its content and links, which can be used by You (also occurs as **"Platform"**).

**"Service"** - the service, that Company provides within the Platform, as well as service which helps to simplify the online logbook, and

also simplifies the document flow between Users and charter companies / other companies.

**"User"** - a person who has passed the Registration procedure. The User, in accordance with these Terms and Conditions, will be considered as a skipper, co-skipper, crew member, etc.

**"Registration"** - providing the Company the necessary data by filling out the registration form.

## **2. About Online logbook Platform and Services**

Online logbook is Your digital skipper logbook that is always with You. It has all of the features of a paper logbook, but it also has the advantages of digital solutions. The User can add a yacht trip to the Platform by providing information about the trip (dates, role in such a trip, region, miles, and night hours), information about the yacht (model, name of the yacht, year, ownership, operator's name), sailing region (marina start, a start country, a finish country), route, travel details, and crew list.

The downloaded crew list will not be distributed, transferred, or sold by the Company. If the User delivers his logbook to a charter company / another company, the charter company will not access the crew content list (including personal data), but will notice its presence.

The User can share the added trip with persons who have carried out such trip (team members) by adding an email and a person's role. A team member can confirm his participation in the trip, after which the User will be able to view the general info of the trip and the days, miles of the trip. By confirming participation in the trip, a team member agrees that his data (email) can be viewed by other Users or team members.

The User can add licenses by entering information about the licensing system, license type, license number, school, instructor, date of issue, expiration date, and a front and back image of the license. The User can use the Platform to transmit a license to the charter company or to another third party by entering the recipient's email address.

Sea miles and general days during the trip are automatically calculated by the Platform in accordance with the records submitted on the Platform.

The Platform contains a resume section that displays the User's personal information, sailing experience (including knowledge and skills), licenses, as well as information about a competent team member (skipper's assistant). By specifying the charter company's / another company's email address in the Platform, all information

from the resume section can be transmitted to them. If necessary, this section can be completed before a specific trip for charter operators, for example, if the User has a reservation.

### **3. Subject**

The Company undertakes to provide the Users with Services within the Platform under the terms of this Agreement.

The acceptance of these Terms and Conditions is made by Users' unconditional access to this Agreement through the acceptance of the Terms of this Agreement after passing the Registration procedure in accordance with section 5.1. of this Agreement.

### **4. Using Online logbook**

The Users can use the Platform and Services after Registration and providing certain basic information about themselves that the User authorizes the Company to use and disclose, as described in Our Privacy Policy.

You agree to be bound by all terms of this Agreement and any future amendments and additions to it that We may publish from time to time. Please, read this Agreement carefully. If You do not agree to accept and obey the terms of this Agreement, You must immediately stop using the Platform.

### **5. Registration**

Account creation is an obligatory condition if You want to use the Platform and Services.

You must provide your email address when creating a User account. An automatic message will be sent to the specified email address after You have indicated the email address. After registering, You can edit Your personal information, including Your name, surname, date of birth, phone number, email, and address, in the personal information section.

You can also use a third-party service such as Facebook or Google to sign up. If You register through a third-party service, You authorize Us to access and use Your information from that third-party service as permitted by that third-party service, also to store Your log-in credentials for that third-party service. The Online logbook does not control over and assumes no responsibility for the content, accuracy, privacy policies, or practices of or opinions expressed by any such third party.

### **6. Restrictions**

When using Services or accessing the Platform, You are not allowed to:

- use Our Services or Platform if You are not able to form legally binding contracts (for example, if You are under 18 years old);
- interfere with the infrastructure of Our Website, or impose an unreasonable or disproportionately large load on Our infrastructure;
- infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively called "Intellectual Property Rights") that belong to or are licensed to Online logbook;
- commercialize the Platform;
- disguise the origin of information transmitted through the Platform;
- place false or misleading information on the Platform, including crew list, licenses, etc.;
- use or access any Service, information, application, or software available via the Platform in a manner not expressly permitted by the Company;
- input or upload to the Platform any information that may contain viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, Platform, Services, or information.

## **7. Payments**

The Company provides access to the Platform and provides the Services free of charge.

## **8. Rights and Obligations**

### **8.1. The User's rights and obligations**

The User has the right to receive in full the Services specified in clause 2 of this Agreement.

The User is obligated to fully comply with the terms of this Agreement and look through the Terms and Conditions from time to time.

### **8.2. The Company's rights and obligations**

The Company is obliged not to use the Users' confidential and personal information, crew list, and information contained in the crew list / other uploaded documents for illegal purposes and not

to disclose to third parties, except in cases stated by the Privacy Policy. The Company is not responsible for the storage of confidential and personal information otherwise specified in the Privacy Policy. The Company takes the maximum possible methods to not disclose the above information.

The Company has the right at any time to unilaterally change these Terms and Conditions completely or partially. The Company is not obligated to inform Users about the changes that were made. The updated Terms and Conditions are posted on the Platform, indicating the date of such an update.

#### **9. Limitation of Liability. Disclaimer of Warranties**

The Platform is provided "as is" and "as available" with no warranties expressed or implied. The Company makes no representation, warranty, or guarantee that the Platform will be reliable, timely, high-quality, suitable, or available, or that the Platform will be error-free. The Company does not guarantee the quality, suitability, safety, or ability of third-party providers.

You expressly agree that the entire risk arising out of Your use of the Platform remains solely with You, to the maximum extent permitted under applicable law. You agree that Online logbook may, at any time, remove or change the content, also limit or disable Your access to the Platform without prior notice to You.

The Company is not responsible for the actions of Users who add a crew list to the Platform without the prior consent of individuals / team members.

The Company is not responsible for the actions of Users who invite other individuals / team members by sharing a trip.

By loading a crew list, the User certifies that he has obtained approval from individuals whose personal data is contained in the crew list to upload it.

The User is solely responsible for the accuracy and correctness of the crew list or other uploaded documents, as well as for the information contained in the crew list. The Company does not check the validity and authenticity of the loaded crew list.

The Company is not responsible for cases when the User has uploaded someone else's or fake crew list, other documents.

#### **10. Intellectual property rights**

The Users have only the right to view the Platform and use the Platform to receive the Services. As a condition of using the Platform, You warrant to Us that You will not use it for commercial purposes or any other purposes that are illegal or prohibited by these Terms and Conditions.

Such use of the Platform does not include any rights to: (a) sell or commercially exploit any part of the Platform; (b) copy, distribute, publicly use, and publicly display any part of the Platform; (c) modify any part of the Platform or remove notices of titles; or (d) reconstruct or extract the source code of this software.

The Platform's content (text, graphics, logos, images, and any software used on the Website) is the property of Online logbook or its suppliers and is protected by copyright and other intellectual property and property rights laws. Users agree to comply with all copyright and other restrictions.

You may not publish materials from this Platform (including publication on another website), nor may reproduce or store materials from this Website in any public or private electronic search system. You may not reproduce, copy, sell, resell, or otherwise use Our Platform or materials on Our Platform for commercial purposes without Our express written consent.

#### **11. Privacy Policy**

We process personal data according to Our Privacy Policy. In case of any conflict of terms regarding personal data processing, the Privacy Policy shall take precedence over the terms regarding data privacy settled in these Terms and Conditions.

#### **12. Force Majeure**

We will not be liable for delays, failure in performance, or interruption of the Platform which results directly or indirectly from any cause or condition beyond our reasonable control, including any delay or failure due to any acts of God, an act of civil or military authorities, acts of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes, or any other occurrences which are beyond Our reasonable control and will not affect the validity and enforceability of any remaining provisions.

#### **13. Children**

You must be at least 18 years old or over, or the legal age to form a binding contract in Your jurisdiction, if that age is greater than 18 years, to use the Services and Platform. If You are between the ages of 14 and 18 or the applicable legal age in Your jurisdiction, You can use the Services and Platform only under the supervision of Your parent or guardian who has agreed to these Terms and Conditions. Those who are under the age of 14 may not use the Services and Our Platform. Parents or legal guardians of a child under the age of 18 may use the Services and Platform on behalf of such a minor child. To use the Services and Platform on behalf of a minor child, You represent and warrant that You are the parent or legal guardian of such child and that all references in these Terms and Conditions to "You" shall refer to such child or such other individual on whose behalf You have the authorization to enter into these Terms of Conditions and You are in Your capacity as the parent or legal guardian of such child or as the authorized party of such individual.

#### **14. Changes to these Terms and Conditions**

The Company may amend or modify these Terms and Conditions by posting an updated version on the Platform. The revised Agreement will be effective at the time of publication.

If You do not agree with any such modification, You may not use the Platform anymore, and Your sole and exclusive remedy is to terminate Your use of the Platform. If You continue to use the Platform after We've made available to You the updated Agreement, You are deemed to have agreed to be bound by the updated Agreement.

#### **15. Applicable Law**

These Terms and Conditions shall be governed by the laws of England and Wales.

All disputes which could arise while using Our Platform shall be resolved by the negotiations between the User and Company via official email.

The official email of the User is the email that was indicated during the registration procedure.

If a dispute is not resolved through negotiations, all disputes arising out of or in connection with these Terms and Conditions shall be settled in accordance with the laws of England and Wales. All disputes arising out of or in connection with these Terms and

Conditions shall be finally settled by the London Court of International Arbitration in accordance with its Rules. The number of arbitrators shall be one. The seat or legal place of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

#### **16. Severability**

You may not assign these Terms and Conditions or any of Your interests, rights, or obligations under these Terms and Conditions.

The Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect.

#### **17. Contact Us**

If there are questions regarding these Terms and Conditions, please, contact Our team directly via email: [info@online-logbook.eu](mailto:info@online-logbook.eu). Your questions will be responded to within 30 (thirty) days, but we will try to respond as soon as it is practically possible.