



# Credentials: Workspace Terms

v3.1: 20 February 2024

Before you begin, we just want to check that you are reading the right documents:

- these terms apply to our Customers. Broadly speaking the Customer is the entity or organisation we owe our duties to.
- if you are being invited or added to Credentials by a Customer, you will be an Authorised Person and may also be an External User (ie people who are not an employee or similar of our Customer but are someone that our Customer is working with, for example one of their clients). These terms do not apply to you and instead our Privacy Statement and Acceptable Use Policy apply.
- if you have signed up to a Workspace as an External User the person who invited you is our Customer and is responsible for the duties and obligations in this agreement. You are not currently a Customer but will become one if you create your own Workspace.
- these terms are separate to those that apply when someone uses our other products such as the Credentials Crew Profile, or our website at [credentials.com](https://credentials.com).

---

## Scope of Agreement

The Agreement between us:

- applies to the provision of the Platform and all Services;
- includes your Orders; and
- uses words and phrases that have specific meanings. They are either set out in bold in the Agreement, or defined at the end.

## Acceptance of Agreement

By creating a Workspace or executing an Order Form that references this Agreement you agree to the terms of this Agreement. If you are accepting these terms on behalf of your employer or another entity, you represent and warrant that you have the authority to bind that entity as our Customer.

## Changes to this Agreement

This Agreement is subject to change. We may modify, adapt, remove or add any sections of these terms from time to time. We will notify you via the Platform or email about such changes and will use reasonable commercial endeavours to provide you with prior notice of any material or fundamental changes.

## Term and Services

This Agreement starts on the Effective Date and continues until the end of all Subscription Terms.

## Order Form

Access to the Platform and any Services may be purchased via an Order Form which will list details such as the Subscription Plan, Subscription Term and the associated fees.

## Subscription

Access to the Platform is provided on a subscription basis for the Subscription Term specified in the Order Form, in accordance with these terms and any respective Subscription Plan.

## Fees

The Customer will pay the fees set out in the Order Form for the Subscription Term.

All amounts and fees are:

- payable in pounds sterling;
- non-cancelable and non-refundable;
- exclusive of any value added or goods and services tax, which shall be added to our invoice(s) at the appropriate rate. If you are required to withhold any amount, the invoice will be increased by the amount necessary to ensure that Crewdentals receives the correct net amount due to it; and
- subject to a charge on late payments, being 1.5% per month or the maximum amount allowed by Law, whichever is less.

## Renewals

In order to ensure that you will not experience any interruption or loss of the Platform, your Subscription includes automatic renewal by default. Unless you cancel your Subscription prior to its expiration as detailed below your Subscription will automatically renew at the end of your then current Subscription Term. The renewal will be for a period equal in time to the prior Subscription Term. If you cancel your Subscription during a Subscription Term on the notice periods listed below the Subscription will not renew for an additional period but you will not be refunded or credited for any un-used period within the Subscription Term.

## Payment and Billing

Unless agreed in an Order, payments will be charged on a pre-pay basis on the day you sign up for the applicable Subscription Term.

Unless we agree an alternative payment method, you authorise us to collect the then-applicable Fee (as well as any taxes) using any credit card or other payment mechanism we have on record for you.

In the event of failure to collect the Fees owed we may retry to collect at a later time, and/or suspend or cancel the Account, without notice.

You agree to provide updated, accurate and complete billing information, and to make any inquiries that we or third-parties acting on our behalf may consider necessary to validate your designated payment account or financial information, in order to ensure prompt payment

Payments via our merchant of record Paddle.com will be processed by them. Your relationship with Paddle is governed by the Paddle Checkout Buyer Terms and Conditions and is supplemental to your agreement with Crewdentals.

---

## Subscription Plans

Plan	Subscription Term	Payment	Payment Due Date	Termination
Lite	Monthly	n/a	n/a	By Customer: immediate, at any time  By Crewdentals: 30 days notice, at any time
Pro	Monthly	Monthly in advance	On sign up or immediately before the expiry of the Subscription Term	By Customer or Crewdentals: 30 days notice to terminate immediately before the next renewal
Pro	Annually	Annual in advance	On sign up or immediately before the expiry of the Subscription Term	By Customer or Crewdentals: 60 days notice to terminate immediately before the next renewal  The Customer may give the same notice to switch to the monthly term
Enterprise	Annually	As agreed in the Order Form	As agreed in the Order Form	As per Pro (annual plan)

## Changes to your Subscription

At any time you can upgrade your access to or functionality of the Platform by either: (i) adding Users, Workspaces or additional services, features or functionalities. You will be billed for the applicable additional Fees, at our then-current rates (unless indicated otherwise in an Order Form).

We may audit your use of the Platform and may produce a periodic manual or automated report detailing the Usage Data to ensure the Customer is on the appropriate plan and make any adjustments to the invoicing and charging arrangements as may be required. You will give reasonable assistance required.

## Invoice Disputes

If a Customer disputes an invoice in good faith, it will notify Crewdentals within within 15 days of the Payment Due Date and the parties will seek to resolve the dispute over a 15 day discussion period. Customer is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue available remedies.

## Access to and Use of Platform

The Platform constitutes an online portal that enables you to use the Features. Subject to these terms:

- Credentials shall provide access to the Platform and the Features;
- you and your Authorised Persons may access and use the Platform for your business purposes during the Term. The Customer will comply with the Documentation in using the Platform; and
- These rights are not transferable and are non-exclusive.

At any time prior to or during the Term Credentials may undertake verification of Customer and limit access to the Platform or Features pending completion. You will provide all information reasonably requested by Credentials that may be used to confirm your identity and help ensure the security of your Account and the Platform

## Changes to the Platform

Credentials is entitled at its sole discretion, and upon written notice to the Customer, to make any changes to the Features, specification, functionality and performance of the Platform provided that such changes do not impact the fundamental purpose and functionality of the Platform. Supplemental terms may apply to certain Features and these will be notified to you.

## Onboarding and Implementation

Credentials shall provide the Implementation and Onboarding Services to the Customer promptly or in accordance with any agreed additional terms or milestones. The Customer acknowledges that any delay in, or failure by, the Customer or its Authorised Persons in performing its obligations may result in a delay in or failure by Credentials in the performance of the Implementation and Onboarding Services. Credentials will not be liable in respect of any such failure or delay.

Unless agreed in writing all Implementation and Onboarding Services will be undertaken remotely, are charged at Credentials' standard fee schedule and are payable monthly in arrears (based on usage, time spent or a proportion of any fixed fee).

## Suspension

Credentials may suspend your access to the Platform, Features and/or Services due to a Suspension Event, but where practicable will give you prior notice so that you may seek to resolve the issue and avoid suspension. Credentials is not required to give prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once the Suspension Event is resolved, Credentials will promptly restore your access to the Platform, Features and the Services in accordance with this Agreement.

**Suspension Event** means (a) the verification checks are not completed to the reasonable satisfaction of Credentials; (b) your account is 30 days or more overdue; (c) we record a Chargeback; (d) you are in breach of Sections Users or Usage Rules; or (e) your use of the Platform or Features risks material harm to the Platform or others.

## Users

Administrator Accounts have important rights and controls over the use of the Platform such as creating, administering and operating User Accounts for Authorised Persons. You are responsible for whom you allow to become Administrators.

You may permit Authorised Persons to use the Platform. You are responsible for:

- managing the User Accounts;

- your Authorised Persons' actions through the Platform and for their compliance with this Agreement and the Acceptable Use Policy;
- understanding the settings and controls on the Platform that relate to User Accounts and Authorised Persons;
- ensuring each User Account is used by one individual only;
- ensuring each Authorised Person keeps their account secure;
- reviewing User Accounts regularly to ensure that this Agreement is being complied with;
- using all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any compromise of User Accounts or any unauthorised access or use, promptly notifying Crewdentals;
- disabling any User Accounts in the event any Authorised Person ceases to be entitled to be an Authorised Person or otherwise terminates their relationship with the Customer; and
- Providing and procuring that its Authorised Persons provide Crewdentals with all necessary co-operation in relation to this Agreement.

Your Affiliates (and their employees, contractors or similar) may be Authorised Persons under this Agreement. Alternatively, your Affiliates may enter into their own Order as agreed with us, which creates a separate agreement between each such Affiliate and us incorporating this Agreement. The Affiliate will then be treated as a Customer. Neither Customer nor any Customer Affiliate has any rights under each other's separate agreement with Crewdentals and breach or termination of any such separate agreement affects only that agreement.

If you use SSO for identity management such that Authorised Persons will bypass Crewdentals home page and privacy statements or Acceptable Use Policies, you are responsible for displaying those statements to Authorised Persons.

---

## AI Terms

### Use of AI Features

Customer may submit Customer Data (including in the form of prompts or queries) to the AI Features (Inputs) and receive outputs from the AI Features (Outputs).

### Training

Crewdentals may not use Inputs or Outputs to train or otherwise improve AI Features

### Intellectual Property

Except for Provider's express rights in this Agreement, as between the parties, Customer retains all intellectual property and other rights in the Customer's Inputs

Outputs are deemed to be Customer Data, subject to these terms.

### Infringements by Outputs

Due to the nature of the AI Features, Crewdentals does not represent or warrant that (a) any Output does not incorporate or reflect third party content or materials or (b) any Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Outputs are not included in Crewdentals-Covered Claims.

### Disclaimer

Outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Crewdentals. Customer should independently review and verify all Outputs as to

appropriateness for any or all Customer use cases or applications. The warranty disclaimers and limitations of liability in this agreement apply to the AI Features.

## Special Restrictions on Use of AI Features

The following restrictions are deemed to be part of the Acceptable Use Policy under Section **Usage Rules (Compliance)**. Without limiting any restrictions on the general use of the Services, Customer will not and will not permit anyone else to:

- use the AI Features or any Output to infringe any third-party rights;
  - use the AI Features or any Output to develop, train or improve any AI or ML models (separate from authorised use of the Services)
  - represent any Output as being approved or vetted by Crewdentals
  - represent any Output as being an original work or wholly human-generated work
  - use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with the Laws or
  - use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical
- 

## Data

### Customer Data

Subject to this Agreement Crewdentals:

- recognises and agrees that you possess and retain all right, title and interest in Customer Data;
- is granted a licence to access, use, process, copy and display the Customer Data; and
- will access and use Customer Data solely to provide and maintain the Platform, Support and Services under this Agreement (**Use of Customer Data**).

Use of Customer Data includes sharing Customer Data as Customer directs through the Platform and the Services, but Crewdentals will not otherwise disclose Customer Data to third parties except as permitted in this Agreement.

### Security

Crewdentals will implement and maintain the Security Measures identified on our [website](#) or the Order. If no Security Measures are identified, Crewdentals will use appropriate technical and organisational measures designed to prevent unauthorised access, use, alteration or disclosure of Customer Data.

### DPA

The parties will adhere to the Data Protection Addendum.

For the purposes of the Data Protection Legislation:

- Crewdentals acts as controller of the personal data set out in Part A of the DPA which means we are deciding the manner and purpose of the processing (in accordance with our privacy statement); and
- Crewdentals acts as processor or sub-processor of the personal data set out in Part B of the DPA. The scope, nature and purpose of processing by Crewdentals, the duration of the processing and the types of personal data and categories of data subject are detailed in the DPA.

Should this determination change then each party shall work together in good faith to make any changes which are necessary to this clause and the related schedules.

Crewdentals may, at any time on not less than 30 days' notice revise the DPA by replacing it with any applicable controller to processor or processor – sub-processor standard clauses or similar terms forming part of an applicable

certification scheme (which shall apply when notified to you)

## Aggregate Data and Usage Data

Credentials may collect Usage Data and use it to operate, improve and support the Platform and for other lawful business purposes, including benchmarking, reports and assessing Customer usage. Credentials may use a third party service provider to assist with collecting Usage Data. Subject to that, Credentials will not disclose Usage Data externally unless it is (a) de-identified so that it does not identify Customer, its Authorised Person or any other person; or (b) aggregated with data across other customers.

Credentials may (i) collect Aggregate Data and use it (during and after the term of this Agreement) to operate, improve and support the the Platform, Features and our Services; for other development, diagnostic and corrective purposes in connection with the Platform; and for other lawful business purposes; and (ii) disclose such Aggregate Data solely in connection with our business, for example, we could indicate that "[x] number of seafarers on the Platform have a certificate expiring in [y] months". This is for the mutual benefit of all our users and the maritime industry as a whole.

---

## Warranties

Each party represents and warrants that:

- it has the legal power and authority to enter into this Agreement, and
- it will use industry-standard measures to avoid introducing Viruses into the Platform.

Credentials warrants that:

- the Platform will perform materially as described in the Documentation and Credentials will not materially decrease the overall functionality of the Platform during a Subscription Term (the **Performance Warranty**); and
- any Services will be provided in a professional and workmanlike manner (the **Services Warranty**).

Credentials will use reasonable efforts to correct a verified breach of the Performance Warranty or Services Warranty reported by you. If Credentials fails to do so within 30 days after the warranty report, then either party may terminate the Order as relates to the non-conforming Platform Feature or Services. Credentials will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Professional Services (for the Services Warranty). To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Platform or 30 days after delivery of the relevant Services. These procedures are Customer's exclusive remedies and Credentials's sole liability for breach of the Performance Warranty or Services Warranty.

## Disclaimers

Except as expressly set out in this Agreement, each party disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title and non-infringement.

Credentials' warranties in this Section do not apply to issues arising from Third Party Platforms or misuse or unauthorised modifications of the Platform or Services. These disclaimers apply to the full extent permitted by Law.

Credentials does not warrant that the Customer's use of the Platform will be uninterrupted or error or Virus free or that the Platform or information or results obtained by the Customer through the Services will meet the Customer's specific requirements.

We are not responsible for any delays, delivery failure or any other loss or damage resulting from the transfer of data over communication networks and facilities, including the internet and Customer acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communication facilities.

---

## Usage Rules

### Compliance

You will comply with any Acceptable Use Policy and represent and warrant that you have all rights necessary to use Customer Data with the Platform and the Services and grant Crewdentals the rights to Customer Data specified in this Agreement, without violating third-party intellectual property, privacy or other rights. Between the parties, you are responsible for the content and accuracy of Customer Data.

### High Risk Activities and Sensitive Data

You:

- will not use the Platform for High Risk Activities;
- will not submit Sensitive Data to the Platform unless absolutely necessary for the purposes of your services to your Clients or Crew Members; and
- acknowledge that the Platform is not designed for (and Crewdentals has no liability for) use prohibited in this Section.

You will not and will not permit anyone else to:

- sell, sublicense, distribute or rent the Platform (in whole or part), grant access to the Platform to anyone other than an Authorised Person or use the Platform to provide a hosted or managed service to others;
- reverse engineer, decompile or seek to access the source code of the Platform, except to the extent these restrictions are prohibited by Laws and then only upon advance notice to Crewdentals;
- copy, modify, create derivative works of or remove proprietary notices from the Platform;
- conduct security or vulnerability tests of the Platform, interfere with its operation or circumvent its access restrictions;
- attempt to circumvent the pricing, feature or access restrictions or otherwise use the Platform in any manner to avoid or enable a third party to avoid paying applicable fees;
- use the Platform to develop a product that competes with the Platform; or
- use the Platform to access, store, distribute or transmit any material that is unlawful, harmful, offensive or is otherwise illegal or causes damage or injury to any person or property.

## Third Party Platforms

You may choose to enable integrations or exchange Customer Data with Third-Party Platforms. Your use of a Third-Party Platform is governed by the agreement with the relevant providers, not this Agreement, and Crewdentals is not responsible for Third-Party Platforms or how their providers use Customer Data

## Crewdentals Obligations

Crewdentals will ensure that all employees, agents and subcontractors assigned to the performance of Crewdentals' obligations shall possess such qualifications, skills and experience as are necessary for the proper performance of this Agreement

## Customer Acknowledgements and Obligations

The Customer acknowledges that:



- Crewdentals does not provide bespoke Features or Services;
  - the Platform is designed to be compatible only with that software and those systems specified as compatible by Crewdentals and Crewdentals does not warrant or represent that Platform will be compatible with any software or systems;
  - Crewdentals does not provide any legal, financial, accountancy or taxation advice and Crewdentals does not warrant or represent that the use of the Platform by the Customer will not give rise to any legal liability on the part of the Customer;
  - the Customer is responsible for ensuring its network and systems allow appropriate access to the Platform and for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Platform;
  - Certificate scanner: Crewdentals make no representations, warranties or guarantees, whether express or implied, that the data returned is accurate, complete or up to date;
  - Qualification verification tools: Crewdentals make no representations, warranties or guarantees, whether express or implied that the data returned from the issuer is accurate, error free or up to date. The result is a "point in time" verification with no ongoing checks. Responses may not be received from issuers in a timely manner or at all. We do not verify that the issuer was authorised to issue the qualification;
  - you are responsible for complying with all applicable laws and any contractual arrangements between you and your Clients or Crew Members; and
  - in the event that you, any Authorised Person or any person acting on their behalf breaches the terms of this Agreement or fails to observe their obligations under the Data Protection Legislation you may be liable for damages, losses, liabilities, settlements and expenses (including without limitation costs and legal fees).
- 

## IP

### Reservation of Rights

Neither party grants the other any rights or licenses not expressly set out in this Agreement.

Except for Crewdentals' express rights in this Agreement, as between the parties, Customer retains all intellectual property and other rights in the Customer Data provided to Crewdentals.

Except for the Customer's express rights in this Agreement, as between the parties, Crewdentals and its licensors retain all intellectual property and other rights in the Crewdentals IP, Platform, Services and the Documentation (including any improvements, enhancements or modifications) and any goodwill derived from the use of the Platform or Crewdentals IP.

If the Customer provides feedback or feature requests to Crewdentals regarding improvement or operation of the Platform, Support or Services, Crewdentals may use the feedback or feature requests without restriction or obligation. All IPR resulting from or related to any feedback or feature requests shall be vested in Crewdentals. All feedback is provided "as is" and Crewdentals will not publicly identify the Customer as the source of the feedback without permission.

### Grant of Rights

During the Term:

- The Customer grants to Crewdentals a non-exclusive, non-transferable licence for it and any of its service providers to use, copy, publish, edit and display Customer IP and to incorporate the same into the Platform for the sole purpose of providing the Features or Services and performing obligations under this Agreement.
- The Customer grants to Crewdentals a non-exclusive, non-transferable sub-licence for it and any of its service providers to use, copy, publish, edit and display the IP of the Customer's Client and to incorporate the same into the Platform for the sole purpose of providing the Services and performing obligations under this Agreement.
- Either party may use the other's name and or logo in accordance with any style guide on its website and in marketing materials.

## Trials and Betas

Credentials may offer optional Trials and Betas. Unless specified otherwise, use of Betas and Trials is permitted only for the Customer's internal evaluation during the period designated by Credentials (or 30 days if no period is designated). We may modify and either party may terminate the Customer's use of Trials or Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features never released. Notwithstanding anything else in this Agreement, Credentials offers no warranty, indemnity, service level schedule or support for Trials or Betas. The limit on liability shall be £100.

---

## Liability

### Insurance

Credentials shall maintain throughout the Subscription Term, a cyber-security insurance policy providing cover of at least £1,000,000.

### Exclusions

In no event shall Credentials, its directors, employees, agents and sub-contractors be liable to the Customer to the extent that any damage is caused by or based on:

- errors or omissions in any information or instructions provided to Credentials by or on behalf of the Customer in connection with the Platform, Services or any actions taken at the Customer's direction;
- a modification of the Platform, Services or Documentation by anyone other than Credentials or the Customer's use of the Platform, Services or Documentation other than as set out in this Agreement; or
- the Customer's use of the Platform, Services or Documentation after notice of the alleged or actual infringement from Credentials or any appropriate authority.

### General Cap

Each party's entire liability arising out of or related to this Agreement will not exceed the General Cap.

### Consequential Damages Waiver

Neither party will have any liability arising out of or related to this Agreement for pure economic loss, indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits or interruption of business, even if informed of their possibility in advance.

Section **General Cap** will not apply to Enhanced Claims or Uncapped Claims. For all Enhanced Claims, each party's entire liability will not exceed the Enhanced Cap

### Nature of Claims

The waivers and limitations in this Section apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

You agree to bring any claim (including negligence) in connection with any of the Services only against us, and not against any individual.

The Customer acknowledges and agrees that Credentials has based its pricing on and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties and damages and that such terms form an

essential basis of the bargain between the parties.

## Liability Definitions

The following definitions apply unless modified on the Order.

**Enhanced Cap** means three times (3x) the General Cap.

**Enhanced Claims** means Crewdentals' breach of Section **Data (Security)** or either party's breach of Section **Data (DPA)** (subject to the terms of Section Remedy for Lost or Damaged Data below).

**General Cap** means amounts paid or payable by Customer to Crewdentals under this Agreement in the 12 months immediately preceding the first incident giving rise to liability.

**Uncapped Claims** means

- (a) the indemnifying party's obligations under Section **Indemnification**;
- (b) either party's infringement or misappropriation of the other party's intellectual property rights;
- (c) any breach of Section **Confidentiality**, excluding breaches related to Customer Data;
- (d) liabilities that cannot be limited by Law;
- (e) for damages resulting from Crewdentals' or the Customer's wilful default, gross negligence, fraud or fraudulent misrepresentation.

## Remedy for Lost or Damaged Data

In the event of any loss or damage to Customer Data, whether caused by Crewdentals or a third party contracted by Crewdentals, the Customer's sole and exclusive remedy against Crewdentals shall be for Crewdentals to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Crewdentals in accordance with the archiving procedure described in its policies.

## Performance and Service Level Schedule

Crewdentals will adhere to the Service Level Schedule notified on our website or in the Order.

In the event of failure by Crewdentals to make the Services available for the periods set out in the Service Level Schedule the Customer's sole and exclusive liability and remedy will be the service credits as set out in the Service Level Schedule.

---

## Indemnity

### Indemnity by Crewdentals

Crewdentals, at its own cost, will defend Customer from and against any Crewdentals-Covered Claims and will indemnify and hold harmless Customer from and against any damages or costs awarded against Customer (including reasonable legal fees) or agreed in settlement by Crewdentals resulting from the Crewdentals-Covered Claims

### Indemnification by Customer

Customer, at its own cost, will defend Crewdentals from and against any Customer-Covered Claims and will indemnify and hold harmless Crewdentals from and against any damages or costs awarded against Crewdentals (including reasonable legal fees) or agreed in settlement by Customer resulting from the Customer-Covered Claims.

## Indemnification Definitions

The following definitions apply unless modified on the Order.

**Crewdentals-Covered Claim** means a third-party claim that the Platform, when used by Customer as authorised in this Agreement, infringes or misappropriates a third party's intellectual property rights.

**Customer-Covered Claim** means a third-party claim arising from Customer's breach or alleged breach of Section **Usage Rules (Compliance)** or **Usage Rules (High-Risk Activities & Sensitive Data)**.

## Procedures

The indemnifying party's obligations in this Section are subject to receiving from the indemnified party:

- prompt notice of the claim (but delayed notice will only reduce the indemnifying party's obligations to the extent it is prejudiced by the delay);
- the exclusive right to control the claim's investigation, defence and settlement; and
- reasonable cooperation at the indemnifying party's expense.

The indemnifying party may not settle a claim without the indemnified party's prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use of the Platform when Crewdentals is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

## Mitigation

In response to an infringement or misappropriation claim, if required by settlement or injunction or as Crewdentals determines necessary to avoid material liability, Crewdentals may:

- procure rights for Customer's continued use of the Platform;
- replace or modify the allegedly infringing portion of the Platform to avoid infringement, without reducing the Platform's overall functionality; or
- terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

## Exceptions

Crewdentals's obligations in this Section do not apply to claims resulting from:

- modification or unauthorised use of the Platform;
- use of the Platform in combination with items not provided by Crewdentals, including Third-Party Platforms.

## Exclusive Remedy

This Section sets out the indemnified party's exclusive remedy and the indemnifying party's sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section.

---

## Confidentiality

## Use and Protection

As recipient, each party will (a) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement; (b) not disclose Confidential Information to third parties without the discloser's prior approval, except as permitted in this Agreement; and (c) protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

## Permitted Disclosure

The recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Credentials, the subcontractors referenced in Section General Terms (Sub Contractors)), provided it remains responsible for their compliance with this Section and they are bound to confidentiality obligations no less protective than this Section.

## Exclusions

These confidentiality obligations do not apply to information that the recipient can document (a) is or becomes public knowledge through no fault of the recipient; (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser; (c) it rightfully received from a third party without confidentiality restrictions; or (d) it independently developed without using or referencing Confidential Information.

## Remedies

Breach of this Section may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

## Required Disclosure

The recipient may disclose Confidential Information (including Customer Data) to the extent required by Laws. If permitted by Law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information. Each party shall promptly notify the other of any misuse or misappropriation of Confidential Information that comes to their attention.

---

## Termination

Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within thirty Business Days of being notified in writing. Non material breaches of this Agreement may, in the aggregate, constitute material breach;
- the other party ceases operation without a successor; or
- seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days.

## Actions on Termination

On termination of this Agreement for any reason:

- Customer will cease using the Platform other than for the purpose of downloading the Customer Data;

- Customer is required to promptly download the Customer Data from the Platform;
- Crewdentals will cease providing access to the Platform and any Services;
- all rights granted under this Agreement shall immediately terminate.

Subject to Crewdentals' rights in any Aggregate Data, following the download of the Customer Data Crewdentals shall erase all Customer Data in accordance with its **Data and Record Destruction Policy – Platform** (available on request) and each party will delete any Confidential Information of the other in its possession or control.

Nonetheless the recipient may retain Customer Data or Confidential Information in accordance with its standard backup or record retention policies or as required by Law, subject to Section **Data (Security)**, Section **Confidentiality** and any DPA

## Effect of Termination

Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

These provisions will survive termination of this Agreement: any obligation of the Customer to pay for the Services rendered unless termination is as a result of Crewdentals being in material breach of its obligations or as a result of an Crewdentals-Covered Claim); confidentiality provisions; data protection, management and security; any indemnities; each party's limit of liability; governing law; and any other provision of this Agreement that must survive to fulfil its essential purpose.

---

## General

### Complaints

We want all of our users to have a fantastic experience when using Crewdentals. If you feel that we have not provided a service to that standard, we want to do all that we can to make things right.

For matters that can't be dealt with through our chat support or conversations with our customer support team members please email us at [ellen@crewdentals.com](mailto:ellen@crewdentals.com) or [dan@crewdentals.com](mailto:dan@crewdentals.com). You will receive an acknowledgement within 7 Business Days and a response as soon as possible.

### Operational Changes

With notice to the Customer, Crewdentals may modify the Services Level Schedule or Security Measures to reflect new features or changing practices but the modifications may not be retroactive or materially decrease Crewdentals' overall obligations during a Subscription Term.

### Force Majeure

Neither party is liable for a delay or failure to perform this Agreement due to a Force Majeure. If a Force Majeure materially adversely affects the Platform for 15 or more consecutive days, either party may terminate the affected Order(s) upon notice to the other and Crewdentals will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. However, this Section does not limit Customer's obligations to pay fees owed.

### Waivers

Waivers must be signed by the waiving party's authorised representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

## Entire Agreement

This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. Excluding Orders, terms in business forms, purchase orders or quotes used by either party will not amend or modify this Agreement; any such documents are for administrative purposes only.

## Assignment

Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement, with notice to the other party, in connection with the assigning party's merger, reorganisation, acquisition or other transfer of all or substantially all of its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

## Notices

Except as set out in this Agreement, notices, requests and approvals under this Agreement must be in writing to the addresses provided and will be deemed given: (1) upon receipt if by personal delivery (n/a for Lite and Pro), (2) upon receipt if by certified or registered mail (n/a for Lite and Pro), (3) one day after dispatch if by a commercial overnight delivery (n/a for Lite and Pro) or (4) upon delivery if by email. Either party may update its address with notice to the other. Crewdentals may also send operational notices through the Platform

## Governing Law and jurisdiction

The laws of the Bailiwick of Guernsey govern this Agreement and any action arising out of or relating to this Agreement without reference to the conflict of law rules. The parties irrevocably agree that the courts of the Bailiwick of Guernsey shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## Subcontractors

Crewdentals may use subcontractors and permit them to exercise its rights and fulfill its obligations, but Crewdentals remains responsible for their compliance with this Agreement and for its overall performance under this Agreement. This does not limit any additional terms for subprocessors under a DPA.

## Order of Preference

An Order may not modify any part of this Agreement unless it is set out in the Additional Terms (as defined in the Order).

---

## Definitions

The definitions and rules of interpretation below apply in this Agreement

**Affiliate** means an entity controlled, controlling or under common control with a party, where control means at least 50% ownership or power to direct management.

**Aggregate Data** any Customer Data from which identifying information has been removed so that individual or commercial data or information cannot be associated with the relevant subject without extraordinary effort;

**AI Features** means the large language models or other machine learning or artificial intelligence features of the Platform;

**Authorised Person** means anyone that Customer allows to access the Services or use its accounts for the Platform;

**Business Day** a day other than a Saturday, Sunday or public holiday in Guernsey when banks in Guernsey are open for business;

**Business Hours** 8.00 am to 6.00 pm local Guernsey time, each Business Day;

**Charge back** a decline, chargeback or other rejection of a charge of any due and payable Fees

**Confidential Information** means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient as “confidential” or “proprietary” or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Crewdentals' Confidential Information includes technical or performance information about the Platform, and Customer's Confidential Information includes Customer Data. Information on the Order is each party's Confidential Information.

**Crewdentals (or us, we)** means Crewdentals Limited, a company registered in Guernsey with registration number 64757 and any Affiliate;

**Crew Member** an individual whose data is being uploaded to or managed in the Platform;

**Customer (or you)** is the person to which Crewdentals owes its duties under this Agreement, and where the context requires, includes the Customer's Affiliates.

**Customer's Client (or Client)** the clients of the Customer on whose behalf the Customer acts or to whom they provide services;

**Customer Data** any data, content or materials that the Customer (or its Authorised Persons) submit to the Platform including from Third Party Platforms and other information generated through use of the Platform by or on behalf of the Customer and copies of all such information rendered onto paper or other non-electronic media. Customer Data may contain personal data (as defined below) but does not include the instance of data maintained in any Crew Profile adopted by the relevant Crew Member.

**Data Protection Legislation** all applicable data protection and privacy legislation in force from time to time in Guernsey and any other data protection and privacy legislation applying to Crewdentals or the Customer in the operation of its business relating to the use of personal data. Terms which are defined in the Data Protection Legislation, including data subject, personal data and processing shall be interpreted accordingly;

**Documentation** Crewdentals' standard usage documentation for the Platform;

**Effective Date** the date on which this Agreement becomes effective, being the date specified in the Order Form, or the date the first Workspace is created;

**External User** means an Authorised Person who is not an employee, contractor or similar of our Customer but has been granted access to the Platform by, or on the instruction of, the Customer. This includes auditors, captains, pursers and vessel managers.

**Features** means the features and functionality accessed through the Platform from time to time.

**Force Majeure** means any unforeseen event beyond a party's reasonable control such as strike, blockade, war, pandemic, act of terrorism, riot, third party internet or utility failure, refusal of government license or natural disaster where the affected party takes reasonable and customary measures to avoid or mitigate such event's effects.



**High Risk Activities** means activities where use or failure of the Platform or Services could lead to death, personal injury or environmental damage.

**Implementation and Onboarding Services** means those Services described as such in the Order;

**Intellectual Property (or IP)** means text, published material, document creation “flow”, sound, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code, including but not limited to the design, structure, selection, coordination, expression, and “look and feel” of the Platform, Documentation and any related Services.

**IP Rights (or IPR)** means all rights in the Intellectual Property;

**Laws** means all laws, regulations, rules, court orders or other binding requirements of a government authority that apply to a party;

**Order Form** means an order for Customers’ access to the Platform or Services and may be in the form of an online or pdf form, screens within the Platform or by email referencing this Agreement.

**Platform** the Crewdentals platform available at via [www.workspace.crewdentals.com](http://www.workspace.crewdentals.com) or any other website notified to the Customer by Crewdentals from time to time, through which the Platform is made available;

**Sensitive Data** means credit, debit, bank account or other financial account numbers; social security numbers, driver’s license numbers or other government ID numbers and special category data as set out in the relevant Data Protection Laws;

**Service Level Schedule** means the service level schedule applicable from time to time and available in the Platform, on [crewdentals.com](http://crewdentals.com) or from [hello@crewdentals.com](mailto:hello@crewdentals.com)

**Services** means all of the services provided by Crewdentals and includes the Implementation Services, the Onboarding Services and any additional Services that may be offered to the Customer from time to time;

**Subscription Term** means the term for Customer’s use of the Platform as described in an Order;

**Third Party Platform** means any product, add on or platform not provided by Crewdentals that Customer uses with the Platform.

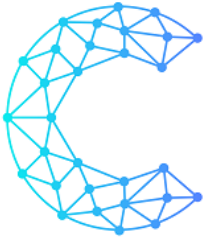
**Term** the duration of this Agreement;

**Usage Data** means Crewdentals technical logs, data and learnings about the Customer's use of the Platform but excluding Customer Data;

**User Accounts** the accounts established by the Customer for Authorised Persons which entitle Authorised Persons to access and use the Platform and Services in accordance with this Agreement;

**Virus** means viruses, malicious code or similarly harmful materials.

Adapted from the Bonterms Cloud Terms (Version 1.) by [Bonterms](#) under License CC BY4.0



# Crewdentials: DPA (Workspace)

v2.1: 20 February 2024

These terms form part of the Agreement between Crewdentials and the Customer.

These terms cover:

- Crewdentials' obligations as Data Controller (Part A)
- Crewdentials' obligations as Data Processor or Data Sub-Processor as applicable and the Customer's respective obligations as Data Controller or Data Processor (Part B). For this purpose, these terms are a Data Processing Addendum which complies with the relevant legislative framework.

This DPA does not apply to data that is in a Crew Member's adopted Crewdentials Profile as we have entered into a separate agreement with them in relation to that account.

Unless otherwise defined in these terms the standard definitions in the Agreement apply. In this schedule references to:

- the Customer means the Customer in its capacity as Data Controller (or as Data Processor with the appropriate authority from the End Controller) as the case may be.
- the End Controller is the Data Controller of the relevant Personal Data that the Customer may be acting as Data Processor in respect of.

---

## Part A: Crewdentials as Data Controller

Crewdentials and the Customer acknowledge that with regard to the processing of Customer Account data (ie personal data that relates to the Customer's relationship with Crewdentials such as names and contact information of Authorised Persons) Crewdentials is a controller. Crewdentials will process Customer Account data in order to (a) manage the relationship with the Customer; (b) carry out Crewdentials' core business operations such as accounting and filing taxes; (c) detect, prevent or investigate security incidents, fraud, and other abuse or misuse of the Platform or Services; (d) perform identity verification; (e) comply with Crewdentials' legal or regulatory obligations to keep records; and (f) as otherwise permitted under the Data Protection Laws and in accordance with the Agreement and the Privacy Statement found at this [link](#).

In order to manage authentication, Crewdentials is the controller of registration details of crew who access and/or complete a workflow created by you. We only use this data for the limited purposes of authenticating users and for troubleshooting. Details are set out in our Crew privacy statement found [here](#) which is also made available to crew on the authentication page. All other data we collect on Crew that don't have a Crew Profile is as processor on your behalf as further set out at Part B.

---

## Part B: Crewdentials as Data Processor

Customer Obligations: as Data Controller or Data Processor

Where Customer is acting as Data Controller:

- The Customer is responsible for obtaining all consents, licences and legal bases to allow Crewdentals to process the personal data.
- The Customer instructs Crewdentals to process personal data in accordance with this DPA.
- The Customer has the right and obligation to make decisions about the purposes and means of the processing of personal data.
- The Customer shall be responsible for ensuring that Crewdentals may lawfully use, process and transfer the personal data in accordance with this Agreement.

Where the Customer is acting as Data Processor, the Customer is responsible for ensuring that it is permitted to instruct Crewdentals to perform the data processing. Customer instructs Crewdentals to process Personal Data in accordance with this DPA and is responsible for sharing Controller's instructions with Crewdentals prior to the processing of Personal Data.

## Crewdentals Obligations: Data Processor or Sub-Processor

Crewdentals shall:

- only process Personal Data in accordance with the DPA and the Customer's instructions (unless legally required to do otherwise);
- not sell, retain or use any Personal Data for any purposes other than as permitted by this DPA and the Agreement;
- inform the Customer immediately if (in its opinion) any instructions given by the Customer contravenes relevant data protection laws;
- use the technical and organisational measures described here when processing Personal Data to ensure a level of security appropriate to the risk involved;
- notify the Customer of a personal data breach without undue delay after becoming aware and provide assistance to the Customer as required under the Data Protection Laws in responding to it;
- ensure that anyone authorised to process Personal Data is committed to confidentiality obligations;
- without undue delay, provide the Customer with reasonable assistance with:
  - data protection impact assessments,
  - responses to data subject requests to exercise their rights under Data Protection Laws, and
  - engagement with supervisory authorities,
- if requested, provide Customer with information necessary to demonstrate its compliance with obligations under the Data Protection Laws and this DPA;
- allow for audits at the Customer's reasonable request, provided that audits are limited to once a year and during business hours except in the event of a personal data breach; and
- return Personal Data upon the Customer's written request or delete Personal Data upon request or following termination of the Agreement within 30 days of the date of cessation (unless retention is legally required)

## Sub-processing

The Customer authorises Crewdentals to engage other processors (referred to in this section as sub-processors) when processing Personal Data. Crewdentals' existing sub-processors are listed at this [link](#). We may appoint new sub-processors provided we add the new sub-processor to the list 14 days before the processing takes place. You can subscribe to notifications to sub-processor changes by filling in [this form](#). You may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate the Agreement and the DPA and Crewdentals will refund any prepaid, unused fees for the terminated portion of the Subscription Term.

Crewdentals will:

- require its sub-processors to comply with equivalent terms as Crewdentals' obligations in this DPA, and
- be liable for any acts, errors or omissions of its sub-processors as if they were a party to this DPA.

# International Data Transfers

Crewdentials may process and transfer Personal Data globally as necessary to provide the Platform and its Services.

Where a party is located outside Guernsey, the UK, the EEA or an adequate country and receives Personal Data the relevant transfer mechanism (being the applicable standard contractual clauses) will apply.

If the Transfer Mechanism is insufficient to safeguard the transferred Personal Data, the data importer will promptly implement supplementary measures to ensure Personal Data is protected to the same standard as required under Data Protection Laws.

Subject to terms of the relevant Transfer Mechanism, if the data importer receives a request from a public authority to access Personal Data, it will (if legally allowed):

- challenge the request and promptly notify the data exporter about it, and
- only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.

## Data Processing Activities

The law requires us to set out in a contract the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data, and the categories of data subject.

### Duration of the Processing

Crewdentials' processing of personal data may be performed from the Effective Date. Processing will continue until termination of the Agreement and once all post termination obligations (such as deletion) have been fulfilled.

### The Purpose of the Processing (ie why is Crewdentials processing the data?)

The purpose of the processing is the provision of software as a service and Crewdentials' associated support services, in the carrying out of the Customer's business including:

- vessel administration;
- Crew Member recruitment, training, certification or employment administration and management;
- certificate and qualification management;
- onboarding and offboarding of Crew Members;
- managing pay, discipline and other personnel matters in relation to Crew Members;
- Administration of contracts;
- Information and databank administration including the maintenance of information or databanks as a reference tool or general resource;
- any additional functions accessible through the Crewdentials Platform.

Crewdentials' associated support services may include:

- Provision of ancillary consultancy and advisory services, including giving advice or rendering professional services, and the provision of services of an advisory, consultancy or intermediary nature;
- IT, digital, technology services including use of technology products and services, cloud and support services or software.

### The nature of the Processing (ie how does Crewdentials process the data?)

The nature of the processing is the collection, recording, organisation, structuring, storage, adaptation or alteration, making available, retrieval, erasure or destruction of data related to the provision of the Platform and the Services including:

- Receiving data, including collection, accessing, retrieval, recording and data entry;
- Holding data including storage, organisation and structuring;
- Updating data including correcting, adaptation, alternation, alignment and combination
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available;
- Erasing data, including destruction and deletion.

## The Types of Personal Data (ie what data is Crewdentials processing?)

- Personal details, including any information that identifies the data subject and their personal characteristics, including name, address, contact details, age, date of birth, sex, and physical description.
- Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers, driving licence details.
- Financial details, including bank details and information relating to the financial affairs of the data subject, including income, salary, benefits, insurance details, and pension information.
- Family, lifestyle and social circumstances, including any information relating to the family of the data subject and the data subject's lifestyle and social circumstances, including current marriage and partnerships, travel details, leisure activities, and membership of charitable or voluntary organisations.
- Education and training details, including information which relates to the education and any professional training of the data subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.
- Employment details, including information relating to the employment of the data subject, including employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records, and security records.

## What about Special Category Data?

The personal data processed concern the following special categories (or categories of data, whilst not "special category" that deserve extra protection). Personal data which is on, which reveals or concerns:

- Health (limited to medical fitness certificates and information where strictly required for the purposes of recruitment or employment of a Crew Member or their safety or others on board);
- trade union membership;
- Criminal convictions and offences (limited to those offences requested by a Customer and required to be disclosed for the purposes of their service provided to the Crew Member such as recruitment, training or employment).

## Categories of Data Subject (ie whose data will Crewdentials process?)

Each category includes current, past and prospective data subjects. Where any of the following is itself a business or organisation it includes their staff, contractors or agents:

- Crew Members
- Parties connected to Crew Members such as references, emergency contacts, next of kin (categories of data limited to contact details and relationship for next of kin)
- Related Parties as decided by the Customer such as vessel owners or operator, insurance company, family office representatives, surveyors. Categories of data intended to be contact details and ancillary data input by the Customer in relation to their own record keeping.

## The Customer's Instructions to Crewdentials

The Customer instructs Crewdentials to process the data in accordance with this Agreement and as may be agreed from time to time.

Crewdentials' processing shall be carried out by:

- Providing the Platform.
- Providing the Services.

- Performing the actions and acting on instructions input by Authorised Persons by or through their use of the Platform.
- Performing the actions and acting on instructions given by the Customer or Authorised Persons during the course of the Agreement.

## Security of Processing

The parties have taken into account the nature, scope, context and purposes of the processing activity as well as the risk for the rights and freedoms of natural persons. **Credentials' Data Security, Protection and Management (Technical and Organisational Measures)** policy applies to the processing activities. This policy can be modified to reflect changing features or practices.