

**COLUMBIA SHIPMANAGEMENT LIMITED, COLUMBIA SHIPMANAGEMENT (DEUTSCHLAND) GMBH, COLUMBIA SHIPMANAGEMENT (SINGAPORE) PTE. LTD. COLUMBIA CRUISE SERVICES GMBH & CO. KG, COLUMBIA SHIPMANAGEMENT (SHANGHAI) CO., LTD. (COLLECTIVELY “CSM”) TERMS & CONDITIONS**

**A. INTRODUCTION**

1. Welcome to the CSM web Crew Portal. These are the terms & conditions of the CSM Crew Portal website, <https://client-nt.connect-csm.com/Csm.CrewPortal.Web> (“Website”), as amended from time to time without any prior notification, upon which your access, either as registered user, to the Website of CSM, therefore, to the information of CSM (the “Terms & Conditions”) will be regulated. The information contained in the Website is provided for general information purposes only. The content of the Website is the copyright of CSM.
2. By using the Website of CSM you automatically acknowledge and agree the Terms & Conditions and undertake to comply with them. In case you do not agree with the Terms & Conditions, you should refrain from using the Website of CSM.
3. CSM Website should be used only for lawful purposes and in a way that does not infringe or restrict the rights of CSM and/or third parties.
4. CSM’s Website uses links and resources of other sites for information purposes only. CSM is not responsible for the content or privacy practices employed by other sites, neither accepts any liability relied on them or of any loss and/or damage arises by using such links.
5. Nothing within the CSM Website constitutes advice, nor does the transmission, downloading or sending of any information create any contractual relationship.

**B. AMENDMENTS**

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6. The amended Terms & Conditions will be available to the Website of CSM, where you should check the Terms & Conditions regularly. Upon using the Website of CSM you will automatically be bound by the revised Terms & Conditions.
7. Any and all information contained in the Website of CSM may be withdrawn, varied or suspended from time to time without prior notification.

### **C. ACCESS**

8. You, either as registered user or guest accessing the Website of CSM should arrange for the access to the Website of CSM.
9. Access to the Website of CSM depends on your computer and/or portable device, which should comply with the Website of CSM minimum standard technical specifications. The registered users should check the compatibility of their computers and/or portable devices with the Website of CSM and CSM services and products and ensure that the method of access to CSM's Website does not expose them to the risk of viruses, malicious computer code or other forms of interference which endanger their computers and/or portable devices. CSM will not be liable, whatsoever, for any failure to obtain access to the Website of CSM due to compatibility reasons.
10. Registered Users should not introduce virus, trojans, worms or logic bombs, whatsoever, which are malicious and harmful or attack the Website of CSM via a denial-of-service attack or a distributed denial-of-service attack, in contrast with the provisions of 22(III)/2004 Law Ratifying the Cybercrime Convention of 2001.

### **D. UPLOAD INFORMATION/AVAILABILITY**

11. The Terms & Conditions of CSM's Website and any other information uploaded can be viewed, printed out and used for personal reasons only and not for commercial reasons, except with prior notification to CSM and provided that (a) the copyright and other proprietary notices contained to the Website of CSM won't be removed, (b) the copyrights, intellectual property or proprietary rights of CSM or third parties won't be infringed and (c) the Terms and Conditions won't be copied, distributed, reproduced,

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uploaded, posted, modified, displayed, performed, republished, communicated them to the public or circulated to third parties for commercial use without the prior written consent of CSM.

12. All the intellectual property rights, remarks, suggestions, ideas, graphics or information in and to the Website of CSM are property of CSM.

### **E. PERSONAL INFORMATION**

13. Personal information of registered users is regulated by CSM' Privacy & Cookie Policy. Please read CSM' Privacy & Cookie Policy.

### **F. DISCLAIMER**

14. CSM does not accept any liability, whatsoever, for any loss, damage or cost incurred by using the Website of CSM, the impact of the use of the Website of CSM or any websites linked with it, whether direct, indirect or consequential, whether caused by tort or breach of contract, whatsoever, except the liability for fraudulent misrepresentation.

15. Whilst CSM makes every effort to ensure that the information on CSM's Website is accurate and complete, CSM does not guarantee or warrant, either expressed or implied as to the accuracy, completeness or suitability of the information uploaded to the Website of CSM and that it is registered user's own responsibility to expand or verify such information through his/her own analysis. CSM does not accept any liability for any inaccuracies or omissions.

16. CSM does not accept any liability for any loss and damage to the data of the registered user's computers and/or portable devices, which may occur from the Website of CSM and does not guarantee that the functions of the Website of CSM is free of viruses or other harmful components.

### **G. GOVERNING LAW**

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17. These Terms & Conditions agreement shall be governed by, and construed in accordance with law of the Republic of Cyprus. The courts of Cyprus shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with these Terms & Conditions.

### **H. SEVERANCE**

18. If any of these Terms & Conditions found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

### **I. WAIVER**

19. No failure or delay by CSM to exercise any right provided under these Terms & Conditions or by law shall constitute a waiver of that, shall not prevent or restrict the further exercise by CSM of that or any other right or remedy.