

## **GENERAL BUSINESS TERMS**

### **C.O.S. - CREW MANAGEMENT s.r.o.**

These General Business Terms (the “**Business Terms**”) apply to the provision of services purchased via website available from the URL address: [www.stcw.cz](http://www.stcw.cz). The Business Terms specify and define the rights and obligations of the parties in negotiation and provision of the Training Courses organized and offered by the Provider through the said website.

The website and electronic mall operator and the service provider is the company C.O.S. - CREW MANAGEMENT s.r.o., Id.No.: 63666219, with its registered office at Praha 10 - Vinohrady, Říčanská 1984/5, Postal Code 10100, registered in the Commercial Register administered by the Municipal Court in Prague, Section C, File No. 37333 (hereinafter referred to as the “**Provider**”).

Any and all contractual relations shall be entered into in accordance with the Czech Law. The relations not regulated by the Business Terms shall be governed by the Civil Code (Act No. 89/2012 Coll., as amended), and provided that the other party is a consumer, also by the Act on Consumer Protection (Act No. 634/1992 Coll., as amended).

Before ordering the Training Course, the Customer shall acquaint itself with the Business Terms.

**1. For the purposes of these Business Terms, the terms below shall have the following meanings:**

- 1.1. “**Customer**” shall mean a natural person or a legal entity who has registered on the Website and takes services from the Provider, or takes services from the Provider without a registration on the Website, if no registration is required. The Customer may be a consumer or an entrepreneur.
- 1.2. “**Consumer**” is a natural person which, in concluding and performing the Training Course agreement with the Provider, does not act within the scope of its business or another entrepreneurial activity or its independent profession.
- 1.3. “**Entrepreneur**” shall mean a natural person or a legal entity which, in concluding and performing the agreement, acts within the scope of its business or another entrepreneurial activity or its independent profession.
- 1.4. “**Website**” shall mean the internet portal operated by the Provider at the internet address [www.stcw.cz](http://www.stcw.cz).
- 1.5. “**Training Course**” shall mean a training course on the Provider’s offer ordered by the Customer which is a subject of the Training Course agreement entered into by the Training Course Provider and the Customer through the Website. The Training Courses are listed by the Provider depending on its capacities, within the scope as shown on the Website.
- 1.6. “**Price**” shall mean a price for the individual Training Course ordered by the Customer under one Order. It is possible to participate in the Training Course only subject to payment of the Price.
- 1.7. “**Order**” shall mean an order form duly filled in by the Customer, available on the website, which is at the same time a proposal for conclusion of agreement.
- 1.8. “**Confirmation**” shall mean Order approval/ acceptance by the Provider.
- 1.9. “**Payment Confirmation**” shall mean a document proving that the Participant made a payment and may participate in the Training Course, unless this right is proved otherwise upon agreement.
- 1.10. “**Training Course Participant**” shall mean a person who personally takes part in the Training Course. The Training Course Participant may be a person different from the Customer.

**2. The Training Course agreement is concluded in the following manner:**

- 2.1. The subject-matter of the Training Course agreement is the Provider's obligation to provide the Training Course to the Customer and to enable to the Customer or another Participant to participate in such Training Course and the Customer's obligation to pay the Price for the Training Course provision to the Provider.
- 2.2. By placing the Training Course offer on the Website, the Provider invites the Customers to place Orders for the purpose of concluding the Training Course agreement.
- 2.3. The Customer manifests its will to conclude the Training Course agreement by filling-in and sending the Order through the Website.
- 2.4. The Provider manifests its will to conclude the Training Course agreement by confirmation of the Customer's Order sent at the Customer's e-mail address specified by the Customer in the Order.
- 2.5. The Training Course agreement is formed upon delivery of the Confirmation of the Customer's Order by the Provider to the Customer. As of that moment, mutual rights and obligations are established between the Customer and Provider as provided in the Training Course agreement and the Business Terms being an integral part of the said agreement.
- 2.6. By sending the Order, the Customer acknowledges and agrees it made itself acquainted with these Business Terms. These Business Terms are an integral part of the concluded Training Course agreement. Upon conclusion of the Training Course agreement, the Customer will be sent the Order Confirmation via e-mail. An attachment to such Confirmation is a current version of the Business Terms in pdf format.
- 2.7. The Training Course agreements are concluded namely through the Website. In exceptional cases when substantiated by particular circumstances, the Order can be made and the Training Course agreement can be concluded also in another manner, however, these Business Terms shall still apply to such conclusion of the agreement.
- 2.8. The Training Course agreement can be also made in person, at the Provider's registered office. In such case, the provisions on withdrawal option in Article 6.1 of these Business Terms shall not apply. The remaining provisions of the Business Terms shall be applied reasonably.
- 2.9. The Training Course agreement is concluded in Czech or in English, at the Customer's choice when filling in the Order.
- 2.10. A concluded agreement may be amended or cancelled only by the Parties' agreement or in accordance with the applicable laws. Provisions in variation to these Business Terms may be expressly agreed in the Agreement. The variant provisions in the agreement shall prevail.
- 2.11. Concluded agreements are archived by the Provider only for the purpose of their successful performance, in accordance with Act No. 101/2000 Coll., on Personal Data Protection, as amended, and are not available to any third parties. Information on individual technical steps leading to the agreement conclusion is demonstrated by the order process on the Website and the Customer has a possibility to check and/or correct the Order before sending. These Business Terms are displayed on the Website and may be archived and reproduced by the Customer.
- 2.12. The costs of using means of remote communication (telephone, internet etc.) to effect the Order are at usual rates, depending on the telecommunications service tariff as used by the Customer.

**3. Payment Terms to participate at the Training Course are determined in the following manner:**

- 3.1. Before participation at the Training Course, the Customer or the Participant is obliged to show its valid Payment Confirmation.
- 3.2. The Price is effective as of the date on which the Order is made by the Customer. All Prices are final and including VAT, or any other fees that the Customer is bound to pay. Any variations of the Prices published on the Website are reserved.
- 3.3. The Training Course Price is excluding fees for qualification certificate issued by the Ministry of Transport of the Czech Republic.
- 3.4. Together with the Order Confirmation, the Customer shall be always delivered the payment terms specifying the instructions for the Price payment including but not limited to the account number, the variable symbol which is the number of the respective Order and the due term for the Price payment.
- 3.5. Together with the Order Confirmation, the Customer will be sent an advance invoice. The Customer will receive a tax document via e-mail after the Training Course accomplishment.
- 3.6. The Price shall be deemed paid up upon crediting the Provider's bank account with the Price, or upon payment of the Price in cash.
- 3.7. Modes of payments for the Training Courses are:
  - a) Cash payment – only at arrival at the Training Course, or upon prior agreement on cash payment at the Provider's registered office.
  - b) Payment by wire transfer on the Provider's account – account no.: 200182603/0300; the Customer shall indicate the number of its confirmed Order as the variable symbol for the payment.
  - c) On-line payment by payment card – via GoPay secured system.

**4. Training Course process:**

- 4.1. At the Training Course roll call, the Training Course Participant shall submit one passport-size photograph, confirmation of the Training Course payment and valid identity card.
- 4.2. Each Training Course consists of three parts:
  - a) Theoretical preparation** – under instructor's management based on orientation of individual Training Courses, by means of lectures, video presentations, photographs.
  - b) Practical part** – under instructor's management in Prague, or other cities based on demand. The Customer will be informed of the specific address of holding the practical part via e-mail latest together with the Order Confirmation. Mariners, firemen or doctors are recruited as the instructors.
  - c) Final examination** – each Training Course ends with the final examination organized by the Provider under the auspices of the Ministry of Transport of the Czech Republic, in the form of a written test. If the Customer fails in the test, the Participant may undergo the final examination again at the Training Course of its choice for free, without the need to undergo the Training Course again. If it successfully accomplishes the final examination, the Participant shall receive a qualification certificate issued by the Ministry of Transport of the Czech Republic.

**5. Parties' rights and obligations in participation in the Training Course:**

- 5.1. The Customer or the Customer-designated Participant may participate in the Training Course. Any references to the Participant in this clause shall mean also the Customer personally participating in the Training Course.

- 5.2. The Customer undertakes to, latest 24 hours before the beginning of the Training Course, designate the Training Course Participants (indicate their names, surnames, places of residence, contact telephones, contact e-mail addresses) who will participate in the Training Course in accordance with these Business Terms. The Customer undertakes to oblige the Training Course Participants participating in the Training Course to respect the rights and obligations hereunder, under the Training Course agreement concluded by the Customer and in accordance with these Business Terms.
- 5.3. The Training Course Participants are obliged to follow the instructions of the Training Course Instructor or his associate. The Training Course Participants are obliged to keep the rules of working safety and health protection in accordance with the applicable laws. The Training Course participants are obliged to take special care of safety and health protection not only for themselves but also for other Training Course Participants.
- 5.4. The Training Course Participants are obliged to inform the instructor of any diseases they might have and which must be respected during the Training Course, at the beginning of the Training Course.
- 5.5. The Provider or the instructor may disqualify from the Training Course such Training Participants who repeatedly or grossly violated the rules of safety and health protection, instructor's instructions, good manners, or restrain other Training Course Participants from their participation in the Training Course. In such case, the Customer may not claim refund or discount of the Price for the Training Course provision.
- 5.6. The Customer shall be liable for damages caused by the Training Course Participants to the Provider, or to other Training Course Participants.
- 5.7. The Provider shall not be liable for an impossibility to complete the Training Course from the reasons attributable to the Customer, or for failing in the final examination.
- 5.8. In the case that the Consumer has a complaint, it may apply such complaint out of court at the Provider at the e-mail address [stcw@stcw.cz](mailto:stcw@stcw.cz). The Provider shall send information about the complaint settlement at the Customer's e-mail address. The Provider is licensed to provide the Training Courses in accordance with Section 44 (3) of Act No. 61/200 on Sea Shipping, as amended by the Decree No. 112/2015 Coll. The Training Course Syllables were approved by the Maritime Office MD ČR 14.05.2012 ref. no. 67/2012-230-NPL and 24.05.2016 ref. no. 555/2016-130-NPL. The competent trade licensing office performs trading inspections. Supervision over the personal data protection is performed by the Data Protection Office and the Czech Business Inspection ([www.coi.cz](http://www.coi.cz)) performs, in a defined extent, supervision over compliance with Act No. 634/1992 Coll., on Consumer Protection.

## **6. Cancellation and change of the Training Course, cancellation terms:**

- 6.1. The Provider provides an option to the purchasing Consumer to withdraw from the agreement by filling in and sending the form placed on the Provider's website. The Consumer has the right to withdraw from the agreement within 15 business days from the conclusion of the agreement for convenience. If the Customer withdraws from the agreement on the provision of services and the Provider already started with provision of services upon the Consumer's express request for withdrawal from the Agreement, the Customer shall pay to the Provider a proportionate part of the agreed price for the performance provided until the withdrawal from the agreement. The Customer may not withdraw from the Training Course agreement in accordance with Section 1837 (j) of the Civil Code.
- 6.2. The Provider reserves the right to cancel the Training Course in the following cases:
  - a) Latest 3 days before the beginning of the Training Course, provided that the Training Course is not attended by a minimum number of Participants, means by at least 5 people;

- b) The instructor will not be able to provide for the Training Course management from the reason of work incapacitation or another serious obstacle at work;
  - c) Another serious and hard-to-overcome obstacle (such as that the rented pool required for the practical part of the Training Course is out of operation etc.) prevents from holding of the Training Course.
- 6.3. In the case that the Provider cancels holding of the Training Course, the Provider agrees to notify the Customer without undue delay, in the same manner in which the Order has been confirmed and at the same time by telephone or e-mail in order to notify the Customer and/or the Participant as soon as possible. In the event of the Training Course cancellation, the Provider shall offer a participation in the Training Course to the Customer on an alternative date. If the Customer fails to confirm its participation in the Training Course on such alternative date within 7 business days from delivery of the Provider's offer, in the manner in which the offer by the Provider was delivered, the Customer is deemed to have rejected the participation on the alternative date. If the Customer refused the participation in the Training Course, or if holding of the Training Course on an alternative date is not possible, the Provider undertakes to return to the Customer, within 14 business days from the Training Course cancellation, the Price paid for the Training Course. Changes of the Training Course under this Article hereof do not present a reason to lay a complaint.
- 6.4. In the event that the Customer or other Training Course Participants may not accomplish the Training Course, the Customer agrees to notify the Provider as soon as possible.
- 6.5. In the case of termination of the Training Course agreement by agreement, the Provider shall refund the Price for the Training Course to the Customer within 30 days from the date of such agreement, by means of transfer on the Customer's bank account, which number will be indicated by the Customer, or in another agreed manner, unless provided otherwise by the agreement. From such amount, the Provider may reduce cancellation fees in the following amounts, unless provided otherwise by the agreement:
- a) The Customer withdraws from the agreement 15 days or earlier before the beginning of the Training Course – without any sanctions against the Customer
  - b) The Customer withdraws from the agreement latest 10 business days before the beginning of the Training Course – 50% from the Price of the Training Course, event or individual service;
  - c) The Customer withdraws from the agreement less than 5 business days before the beginning of the Training Course or on the date of the Training Course – 100% from the Training Course Price.
- 6.6. In the case that the Participant fails to attend at the Training course without a proper and substantiated excuse (such as by submission of a doctor's confirmation), it is not entitled for any refund of money or exchange of unattended Training Course for another one.

## **7. Training Course complaint:**

- 7.1. In the case that the Training Course does not progress as provided by the Training Course agreement and these Business Terms, the Customer may lay a complaint of the Training Course defects. If the Provider accepts the Customer's complaint as reasonable, the Provider shall provide for remedy at its own costs. The Provider may provide for the remedy namely by granting a discount from the Training Course Price or by returning of the Training Course Price or by providing a free participation at another Training Course. The Provider shall decide on the complaint immediately, or within 3 business days in complicated cases. Such period is excluding the reasonable time depending on the type of service, required for a professional evaluation of the defect.
- 7.2. The complaint will be settled without undue delay, latest within 30 calendar days from the date of laying the complaint, unless the Provider and the Consumer agree otherwise

in writing. After the expiry of such period, the Consumer shall have the same rights as in case of material breach of the agreement.

- 7.3. The Provider shall issue a written confirmation to the Consumer on when the Consumer laid the complaint, what is the contents of the complaint and which way of settlement is required by the Customer. The Provider shall also issue a confirmation to the Consumer on the date and method of the complaint settlement, including a confirmation of making the repair and the period it took.
- 7.4. In the event of rejecting the complaint, the Provider shall issue a written statement of reasons for such rejection.
- 7.5. The Consumer may lay the complaint at the Provider's registered office.
- 7.6. The Consumer has the right for compensation of the required costs incurred in connection with the application of rights under the liability for damages.
- 7.7. In the case of an obviously unreasonable complaint, the Consumer may not claim the compensation of costs related to the complaint settlement and at the same time, Provider may not claim the compensation of costs incurred by the Provider (unless in the case of repeated obviously unreasonable complaint by the Customer that indicates the Consumer misuses its rights).

## **8. Personal data protection:**

- 8.1. By placing the order in accordance with these Business Terms, the Customer grants its approval, in accordance with the provisions of Section 5(2) et seq. of Act No. 101/2000 Coll., on Personal Data Protection, as amended, that the Provider processes and collects the Customer's personal data in the following extent: name, surname, place of residence, e-mail address, telephone contact, correspondence address, invoicing and merchandise delivery address, business firm, identification number, tax identification number.
- 8.2. The Provider may process and collect the Customer's personal data provided for the purpose of offering trade and services provided or mediated by the Provider. The Provider may further process and collect details of the e-mail address also for the needs of distribution of business notifications pursuant to Act No. 480/2004 Coll., on some services of an information company, as amended.
- 8.3. The Customer may withdraw its consent with processing of its personal data under this article of the Business Terms in writing any time, at the e-mail address [stcw@stcw.cz](mailto:stcw@stcw.cz).
- 8.4. In the case that the Customer provides to the Provider personal data of the Training Course Participants in accordance with these Business Terms, the Customer agrees to provide for the previous consent of such persons with the provision of their personal data in the extent as provided by the Customer and represents it shall obtain such consent before the first hand-over of such Participants' personal data to the Provider.
- 8.5. Should the Customer believe that the Provider processes the personal data in conflict with the protection of the Customer's private and personal life, or in conflict with the applicable laws, namely if the personal data are inaccurate in respect of the purpose of their processing, the Customer may ask the Provider for an explanation, or request that the Provider remedies such occurring situation. If the Customer requests information concerning personal data processing from the Provider, the seller shall provide such information to the Customer without undue delay, including the personal data specification and information about their source and purpose of the personal data processing and the personal data recipient.
- 8.6. The Customer expressly represents it agrees with video recording of the Training Courses. The Provider may further use such video records for the purposes of inspection by the Ministry of Transport of the Czech Republic. In the event that the Training Course Participant is a person other than the Customer, based on the agreement concluded by the Customer, the Customer agrees to obtain the Participant's prior consent in the sense of this paragraph and expressly represents it shall obtain such prior consent before the

Participant's participation at the Training Course. Should this representation prove untrue, the Customer shall be liable for any damages thus caused to the Provider.

**9. Final provisions:**

- 9.1. Should any parts of these Business Terms be ineffective or unenforceable, the effect and enforceability of other terms shall not be thereby concerned. The term which is closest to the economic sense of such ineffective or unenforceable provision shall be then considered as agreed by the Parties.
- 9.2. Relations and disputes arising between the Parties shall be settled exclusively under the Czech Law and before the competent courts of the Czech Republic.
- 9.3. Should any parts of these Business Terms be ineffective or unenforceable, the effect and enforceability of other terms shall not be thereby concerned. The term which is closest to the economic sense of such ineffective or unenforceable provision shall be then considered as agreed by the Parties.
- 9.4. These Business Terms enter into force and effect as of 01 June 2016. These Business terms are available at the Provider's registered office, or as a document on the Website.