
MEMBERSHIP AGREEMENT

DEFINITIONS

WOM: WOM stands for World of Mariners platform. This platform serves in the form of a website and its subpages at <https://www.worldofmariners.com>.

Visitor: Persons or machines (BOTs etc.) who have not logged in to WOM platform using a password on a browser or other derivative applications.

Member: Real and employer legal persons who can log in using an e-mail address and password after visiting the WOM platform, who have accepted this agreement and whose membership has been approved by WOM.

Individual Member: Real persons who are registered with their personal details and whose membership has been approved by WOM.

Corporate Member: Employer legal persons who are registered with their corporate details and whose membership has been approved by WOM.

Active: The status where forms created by members such as CVs, Announcements, Price Quotations and their annexes can be viewed by other relevant members.

Passive: The status where forms created by members such as CVs, Announcements, Price Quotations and their annexes cannot be viewed by other relevant members.

Publications: All forms created by members to access other members and their annexes (CVs, Announcements, Price Quotations).

CV: The form created by individual members for the purpose of applying for a job, so that relevant members and individual members authorized to represent corporate members can view the important details about them.

Announcement: The form created by corporate members (through individual members) to be viewed by other relevant individual or corporate members in order to meet their personnel recruitment needs. Announcements vary according to the nature of the task (Job announcements, Price quotation announcements, etc.).

Price Quotation: The detailing and pricing of the items, which have been requested in the relevant announcements published, by corporate members through individual members. It is the quote given to the related announcements.

Match-up: The situation that allows the parties to see each other mutually if the CVs, announcements and price quotations created by the members serve each other's purposes.

Authority: The rights granted by corporate members to individual members to act on behalf of the corporation. Details can be found in the "Types of Authority" section.

TYPES OF AUTHORITY

Corporate members grant individual members authorization to act on behalf of the company.

These authorities are as follows:

- Creation of a replenishment announcement (by vessel operating companies): It is the process of creating a replenishment announcement on behalf of vessel operating companies for the supply of materials needed on board. Personnel who have been granted this authority can create an announcement and publish it in a way that the relevant supply companies can see.
- Creation of a job announcement (by vessel operating and supply companies): It is the authority granted to create a job announcement to employ personnel to work either on board, in the office or from outside on behalf of the company. The individual granted this authorization can create and publish personnel announcements on behalf of the member company.
- Price Quotation (by supply companies): Individual members, who have been authorized by the supply company to quote prices, can view announcements related to their branches posted by vessel operating companies, quote for these announcements and send their price quotations in response to the announcement made by the vessel operating company.
- Observer (by all companies): Individual member authorized to observe can only make observations for inspection purposes. He/she cannot create announcements or respond to announcements. He/she can only make observations.

GENERAL CONSIDERATIONS

WOM may demand an advertisement fee from the service user to highlight and advertise the name of the members.

Membership is free, however, WOM is entitled to charge a fee according to the attached price tariff for announcements, quotations and active membership.

WOM does not guarantee that the members will accommodate to each other, or that individual members are or will be appropriate to the nature of the work undertaken, or that corporate members are provided with the specifications of the work to be done. Members must do the required research themselves.

WOM has no responsibility during the quotation, tender, acceptance, agreement and payment stages between the members.

WOM has no responsibility in the contractual relationship between members created through the platform. Members agree in advance that WOM is not a party to the contractual relationship under any circumstances.

WOM does not guarantee that it will not advise on the members' qualifications. Neither it guarantees the working performance of individual members or the result or quality of the services to be provided. After the contractual relationship is terminated, the platform can rank, rate and categorize the members through algorithms, taking into account the reviews by the members, and highlight some members based on the likes they received. However, this does not mean that it is endorsed by WOM or that its services are warranted by WOM.

WOM does not give any guarantees or make any commitments on issues such as the reliability of the members, its members being suitable and competent for the relevant work and supply, execution of the work and work being safe and error-free, the quality of the work to meet expectations.

WOM bears no responsibility for the accuracy of the information provided by the members and the documents they provide.

WOM has no responsibility in any of the requirements, including permits, approvals, certificates, visas, social security premiums, required by the relevant law arising from the contractual relationship established between the members.

The members are directly responsible for all kinds of taxes, duties, fees, payments and similar obligations arising from the contractual relationship established and the relevant agreement between them.

WOM does not have the status of a seller, supplier, manufacturer, producer, dealer, agency, advertiser or media organization according to the laws and regulations of any country.

Documents and details of the members are shared by WOM for the establishment of a contractual relationship or creation of an offer. With such information sharing, it is aimed to ensure a problem-free business relationship. WOM cannot be held responsible for the use of such information by members outside the contractual relationship for advertising, marketing, personal and any other similar situations or purposes without the consent of the other member; for sharing or transferring such information to third parties; for any problems that may arise between the members or any damages that may arise from it.

LIABILITIES

WOM's Authority & Responsibilities

- Under no circumstances may WOM be given the title of an employer due to any transaction made on the platform. CVs presented on the platform are not under WOM's responsibility.
- Receiving and reviewing membership requests, requesting additional documents if deemed necessary, approving membership if deemed appropriate.
- Establishing and maintaining the authorization system and hierarchy between Corporate Members and members representing the legal person authorized by Corporate Members.
- Supervision of the platform and maintaining discipline and order within the platform.
- Recording the transactions made by the members into the event log, storing these records and allowing access upon the request of the members.
- Ensuring the match-up of the members that are compatible with each other in optimum conditions.
- Ensuring the security of the page and taking measures against possible cyber-attacks.
- Evaluating the feedback from the members and thus keeping the quality and safety of the platform at the highest level.
- Identifying the members who do not fulfil their responsibilities and suspending or closing their accounts when deemed necessary.
- Termination of transactions performed by members who do not provide accurate and up-to-date information and/or documents on WOM upon complaints from members or ex officio investigations.
- WOM accepts that it is authorized and responsible for suspending the membership of members who do not fulfil their responsibilities in order to protect other members in cases where members do not fulfil their responsibilities.
- Although it has no liability to third parties due to the wrong, incomplete and unlawful statements and documents by the members, WOM has the right of RECOURSE to the member for all judicial administrative fines and /or compensation that it will have to pay and that may occur.

Member's Responsibilities

- The member accepts that the strictest attention must be paid for password security and undertakes the responsibility for creating an unpredictable and complex password as well as protecting it.

- The member accepts that the declared information and the documents uploaded to the platform are all correct and that he/she is solely responsible for these information and documents.
- The member agrees to immediately notify WOM and will not transfer his/her membership in any way in the event of the following: Registration of membership information including expressions that are inaccurate, incomplete, misleading, incompatible with general ethics and inappropriate photographs on the site; attempts threatening the general security of the site through efforts to access and use other members' information and obstructing the operation of the site and the software used; recording of non-membership information, private or public announcements, information with an advertising and marketing purpose; deletion or changing of information announced by third parties; copying the information on the platform partially or completely and using them for purposes other than the specified ones; use of information such as username and password for purposes other than the ones specified on the platform or sharing it with third parties/organizations; learning that member accounts are being used by unauthorized persons or that their passwords have changed hands. He/she agrees not to reverse engineer in a way that would harm WOM or 3rd parties, not to take actions that would damage the security or reliability of the platform, and to assist WOM with security. WOM is obliged to have security software in order to take the necessary precautions. However, despite this, WOM does not assume any responsibility for the platform's software being free from any errors and whether there is any virus on the platform.
- The member accepts that he/she will abide by the rules of code of conduct, tolerance limits and utmost good faith in his/her statements and refrain from any immoral and illegal, racist, sexist, crime praising statements.
- Determining the Active/Passive status of the publications correctly.
- Ensuring the confidentiality of the forms and documents related to the publications of other members matched-up.
- The member declaredly accepts that the information and documents obtained through the platform will not be shared with 3rd parties and that all these information and documents are provided for the establishment of a contractual relationship.

Individual Member's Responsibilities

- All responsibility articles under the heading "Member's Responsibilities".
- Keeping personal details up to date.
- Protecting the rights and reputation of the Authorizing Corporate Member.

- Transferring authority and refraining from taking action on behalf of the corporate member in the event that the contractual relationship with the corporate member is terminated for any reason.

Individual Member's Responsibilities

- All responsibility articles under the heading "Member's Responsibilities".
- Keeping corporate information up to date.
- Transactions carried out by authorized individual members on behalf of the corporation and obligations arising from these transactions.
- Following up the authorized individual members, determining the nature of the authorities correctly and keeping them up-to-date, terminating the authorities of the dismissed members.

GENERAL PROVISIONS

World of Mariners (WOM) is an online platform where real and legal persons operating in the field of maritime come together to conduct their sectoral works. It offers its services through a website (<https://www.worldofmariners.com>) and the pages under this website.

WOM is a platform operating under a membership system. Real and legal persons sign up by completing the membership form at their own request. Membership starts following the e-mail sent to the member after the approval of WOM. Until membership is approved, all persons have visitor qualifications and are not considered as members. The authorities and responsibilities of the members come into force following the approval of the membership.

In the hierarchical order allowed by the system, the authorizing member is responsible for the transactions that the authorized member has made on his/her behalf within the framework of the authorities granted. For example, when company A authorizes person B to post personnel/job announcements, person B can post such announcements on behalf of company A. In this case, Company A, which has granted the authorization, is responsible for the liabilities that may arise from this announcement within the scope of authorities granted. WOM has no legal, criminal or administrative liability for transactions carried out by members as a result of the authorization granted by WOM. WOM is liable in proportion to its own fault for any damage that may arise due to a system error or security vulnerability. Additionally, WOM reserves all its rights regarding the determination of the person or persons (whether members/visitors or not) who try to derive an improper personal benefit by using the vulnerability in the system and who act against the security and reliability of the system or act out of good faith, and the subsequent legal process.

WOM ensures that its members are matched up as per their requests under favourable conditions. WOM is not responsible for any of the following and does not give guarantee to its members in any way other than match-up, including but not limited to: Creating the content of the agreements that the members will make among themselves, and the work and supply agreements; whether the work or supply agreement complies with the relevant legislation; individual members' productivity, working conditions and services; and payment of all rights and receivables arising from the work or supply agreement. Transactions carried out on the platform do not make WOM a "contracting party" of the agreement signed between the members.

If it deems necessary during the membership application process, WOM may request some additional documents from candidate members other than those requested by the system.

WOM has the right not to approve membership whenever it deems necessary, without any justification for the applicant. Since there is no membership relationship between WOM and the member at the approval stage, members will not be able to claim any rights as visitors. As part of the protection of personal data, WOM stores the documents during the legal process and destroys them at the end of the process. Membership information is not shared with 3rd parties without the knowledge and approval of the relevant members.

The use of the platform may be temporarily and/or permanently blocked by WOM in the following cases:

- If a CV containing false, irregular, incomplete and/or misleading information and/or inappropriate photograph has been uploaded to the site,
- If information other than CV content, special and/or general announcements, company information for advertising purposes and/or membership sales formations have been added,
- If any information, visual and/or logo announced by another person and/or corporation has been deleted, garbled and/or changed,
- If safety rules have been partially and/or completely not complied with.

And WOM reserves all legal rights about the person(s) and/or corporation(s) who intentionally or unintentionally:

- Try to access other background information of users and/or spend any direct and/or indirect effort that will threaten the general security of the site,
- Engage in any direct and/or indirect activities that may prevent the software used on the site from running,
- Prevent the site from operating through viruses,

- Send an e-mail that does not comply with the general rules of the site and/or send a large number of commercial and/or personal e-mails at the same time, causing the site to be locked up.

Publications are created by members in order to access other members. Publications must be active for other relevant members to view them.

Publication forms and documents uploaded to the system to be presented with these forms can only be viewed and downloaded by other related members if and when activated by the member. The members accept that these forms and annexes can be viewed and downloaded by other relevant members by activating their publications. In the event that forms and documents viewed and downloaded by other related members through publications are shared with 3rd parties or published by the downloading member, initiation of legal proceedings by members are allowed. WOM is not a party to these legal processes.

The accuracy of all documents declared by the members and uploaded to the system as virtual copies is under the responsibility of the member. The members accept that they can take legal actions against each other for damages that may occur due to declaration of false information. WOM is not a party to legal processes between members. At the request of the members or legal authorities, WOM can share the relevant event flow record with the parties. WOM reserves its rights to compensation for all material and moral damages incurred due to declaration of false information.

Membership of the WOM platform is free. No fees are charged during the approval process of individual and corporate memberships.

Activating the CVs created on WOM to reach other relevant members is a paid service. Current fees are published in the TARIFFS section. WOM reserves the right to make changes to its active CV fee and its pricing by CV type. The members are deemed to have accepted that the renewal will be processed using the current tariff if their membership is renewed.

All members can log in to the system using their personal e-mail addresses and passwords they have created. Members are responsible for storing passwords, creating strong and difficult-to-predict passwords, not sharing them with others, and not leaving sessions open on public devices. The relevant member will compensate for the damages that concern WOM and other members on the platform and that may arise due to this situation as soon as possible if and when requested. The member is responsible for any damages caused by the password not being kept confidential. However, in the event of a security vulnerability or a malfunction that may occur in the system and if this vulnerability and/or malfunction is due to a normal state, WOM will be liable to the extent of its fault. In extraordinary circumstances, WOM will not have any responsibility.

Additionally, WOM reserves all its rights regarding the determination of the person or persons (whether members/visitors or not) who try to derive an improper personal benefit by using the vulnerability in the system and who act against the reliability of the system or act out of good faith, and the subsequent legal process.

WOM reserves all rights regarding the suspension of membership, cancellation of membership, and the use of records in legal processes in the event that its executives identify members who do not fulfil their responsibilities, do not act in good faith and/or publish misleading/illegal/unethical/inappropriate content.

All proprietary or unregistered intellectual property rights such as title, business name, trademark, patent, logo, design, information and method on the WOM platform, belong to the WOM platform itself and its owning company or the person concerned, and are protected by national and international law. Benefiting from the services provided on the WOM platform, being a visitor or becoming a member does not grant any rights regarding the abovementioned intellectual property rights.

The information available on the WOM platform cannot be reproduced or published in any way. All or part of the site cannot be used on another website without permission.

In the event that the obligations arising from the agreement cannot be fulfilled by the parties due to reasons such as natural disasters, fires, explosions, civil wars, wars, riots, civil commotions, declaration of mobilization, strikes, lockouts and epidemics, infrastructure and internet failures, server-related delays and errors, and power outages, which are beyond parties' power; the parties will not be held responsible for this situation. During this period, the rights and obligations of the parties arising from this agreement will be suspended.

In the event that this agreement becomes partially or completely invalid, the remainder of the agreement remains valid.

The company may change the services offered on the site and the terms of this agreement at any time, in whole or in part. The changes take effect from the date they are published on the site. It is the responsibility of the members to follow the changes. The members are deemed to have accepted these changes by continuing to benefit from the services offered.

All notifications to be sent to the parties related to this agreement will be made through the company's known e-mail address and the e-mail address specified by the user in the membership application form. The user agrees that the address he/she specified while becoming a member is the valid notification address, that he/she will notify the other party in writing within 5 days if his/her address changes, and that the notifications made to this address will otherwise be deemed valid.

Books, records, documents and computer records of the parties will be accepted as evidence in any dispute that may arise during the transactions within the scope of this agreement signed between the parties. The user agrees not to object to these records.

No provision of this agreement will in any way cause members to accept WOM as a party in the agreements they have established between themselves. In this context, the members will be required to select the law and determine the competent legal authority, independent of WOM, which will be applied to during the execution and interpretation of the agreements they have made between themselves.

The provisions of law of the countries concerned will prevail in the resolution of any dispute between WOM and the members arising from the execution or interpretation of this agreement, and the business and / or commercial courts will be authorized to resolve these disputes.

