

# Credentials Crew: Terms and Conditions

---

## Introduction

### Who we are

In this agreement when we say “Credentials”, “we”, “us”, or “our” we mean Credentials Limited a company registered in Guernsey with registered number 67547 and registered address at Victoria House, 29 - 31 High Street, St Peter Port, Guernsey GY1 2JX

Credentials has developed innovative software to allow seafarers to create an Account to store their maritime qualifications and personal information. We have also developed a portal for use by maritime businesses such as recruiters, employers and managers to assist with the onboarding of crew and ongoing data management.

Our aim is to take the complexity out of managing maritime qualifications and certificates. We have also tried really hard to keep complexity out of our terms of service but there are certain things we need you to understand and agree to. Here are the key things you need to know, which unfortunately don't replace the more detailed legal bits below...

### Key terms

- This document is the terms of our agreement with you and we may change the terms and services offered from time to time. If we do that and you don't agree to the terms, then you can cancel your Account at any time.
- You have to be 16 years of age or over to register for and use an Account.
- The data in your Account belongs to you and it is your responsibility to keep it secure. To be able to offer our services there are certain things we need to do with your data but we aim to explain this to you clearly.
- If you choose to share your data through the Credentials system, we take no responsibility for what the recipient does with it. Please read their data privacy statement...
- If we think that you are doing anything illegal (for example adding fake certificates or pretending to be someone else) or aren't complying with these terms (for example you are under the age of 16 or you are trying to copy our software) we can suspend or terminate your Account. We may also need to tell the law enforcement authorities.
- Please treat our software and hard work with respect, and only use it for the purposes we created it for.

Please read the rest of these terms, it would make us really happy.

---

## Our Agreement

### What is an Account?

Where we talk about an Account in these terms, we mean the account registered in your name, along with the platform, our services and any documentation we supply that supports the provision of that Account. This document (and the documents referred to) sets out the terms on which we will provide the Account to you and provides details of the obligations that you must comply with. By completing the Sign Up process you are agreeing to enter a contract with Credentials Limited on these terms.

You must be at least 16 years of age to accept these terms.



## Your Privacy

We collect certain personal data as data controller which we will process in accordance with our privacy statement found at [www.crewdentials.com/legal](http://www.crewdentials.com/legal). The remainder of the data that we collect is as processor and we will process in accordance with the terms of this agreement and our privacy statement. In relation to that processing there are certain terms that will apply to our processing of your data as set out in the clause titled *Data Protection* below.

We will access and use the data stored within the Platform solely to provide and maintain the Platform, the support and services. We may collect aggregate data and use it to operate, improve or support the Platform, features or services and for other lawful purposes such as identifying trends such as volume or types of certificates expiring. Aggregate Data is data from which identifying information has been removed so that no individual or commercial data can be associated without extraordinary effort.

## Changes to these Terms

These terms are dated 10 October 2022. We may need to change these terms to reflect changes in the law or best practice or to deal with additional features which we introduce. We will give you at least 30 days' notice of any material change to these terms by sending you an email or notifying you of a change when you next log in. If you do not accept the notified changes you will not be permitted to continue to use your Account and your Account will be suspended and subsequently terminated.

Please see our privacy statement for details on what happens to your data once you no longer maintain an Account.

## What Crewdentials is Giving You

Crewdentials grants you a personal, non-exclusive, non-transferable right to create and use an Account. In order to grant you this right, we require that you comply with these terms.

## Changes to the Platform

Your Account is delivered as a progressive web app (PWA) which means that we may automatically update the Platform and change our services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. The Account will however always substantially match the description of it provided to you when you signed up.

---

## Your Rights and Obligations

### Introduction

In order to use your Account, you must comply with certain obligations. If you fail to do so we may suspend or terminate your Account by giving notice to you (particularly where the breaches are serious or persistent). If the breaches are capable of being fixed, we will give you a reasonable opportunity to do so. If we terminate your Account we will give you 14 days' notice for you to download copies of your information stored in your Account before they are deleted.

We may and may also be required in certain circumstances (such as prevention of fraud or other criminal offences) to report your actions to law enforcement.

### How to Close your Account

If you wish to close your account, you may do so by emailing [hello@crewdentials.com](mailto:hello@crewdentials.com). Your data will be deleted within 30 days unless we are obliged to keep it for legal or regulatory purposes (such as an ongoing investigation). We may also be required to keep basic information about our customers for legal, regulatory or tax purposes.

### Your Responsibilities

You are responsible for anything that happens through your Account unless you report misuse. You must only use your Account in a lawful manner and for a lawful purpose.

## Your Responsibilities

Using your Account in a lawful manner and for a lawful purpose covers many encouraged behaviours and also many behaviours or actions that would be in breach of these terms. It would be impossible to list all such behaviours but we have highlighted some of the key ones below.

## Expected Behaviours



**Personal Information:** You must register in your own name and only upload your own certificates and information which is genuine and accurate. You must not upload any personal information about any other person (other than your Next of Kin, Emergency Contact or recipients of your wages) or any confidential information that you do not have the right to share. You must not attempt to impersonate any person or infringe any other person's rights. This would be a breach of our agreement with you and may also be a criminal offence.

**Account Security:** We recognise the sensitivity of the personal information that you choose to store in your Account and we are absolutely committed to keeping that information secure. However it is also your responsibility to take all reasonable steps to secure your information by ensuring that you (a) keep your password and mobile phone secure and (b) log out of your Account where you are using a shared computer. If you know or suspect that anyone has your log in details you must change your password or contact us directly.

**Security Procedures:** We currently use two factor authentication (eg email & password plus a verification code by SMS or authenticator app for initial log in and any subsequent log in from a new device). We reserve the right to change these security procedures at any time.

**Intellectual Property:** The Platform that supports your Account has been built by Crewdentals' very clever founders and contains a lot of their valuable knowledge and hard work. We are therefore rather protective of it. In return for us allowing you to use your Account, we require that you do not infringe any of Crewdentals' (or any third party's) intellectual property rights.

**Sharing Information:** You can share your documents, certificates and the data that has been extracted from them with any third party, such as a recruiter, captain, yacht manager or employer. You are in control of who to share with, and which documents to share and it is therefore your responsibility to choose who to share with and to ensure that the email address of the recipient is correct. The link sent by the Crewdentals system is revocable but once the recipient has accessed the data we have no control over and no responsibility or liability for the actions of the recipient. We suggest that you check the recipient's data privacy statement (normally found on their website) prior to sharing your data.

## Crewdentals' Obligations to You



We will use our reasonable endeavours to make your Account available to you 24 hours a day, seven days a week. However, as with any software this is subject to interruptions as a result of any planned or unplanned maintenance or update work required by us or our licensors. We will use our reasonable endeavours to undertake our planned maintenance between 23:00 and 03:00 CET. Where urgent or unplanned maintenance is required, we will do our best to give you some prior notice but this may not always be possible. Other than detailed in the clause titled *Our Responsibility for Loss and Damage* we will not be liable for any loss you may suffer as a result of your Account not being available whether for planned or unplanned maintenance, updates or repairs.

We may act on instructions that we believe, on a reasonable basis, to be given by you whether over the telephone, email or letter. We are not obliged to check the validity or veracity of any instructions that we reasonably believe to be given by you.

## Credentials' Obligations to You

Whilst Credentials would like to identify expiry dates and notify you when your certificates or documents expire, it remains your responsibility to ensure that you keep those certificates or documents up to date. To the fullest extent permitted, we exclude all liability for any losses that may occur as a result of any expiry.

We will monitor account activity such as frequency of log ins. Where a user has not accessed their Account for more than 2 years we will email you to request that you actively confirm you still want your Account. If you do not confirm, we will delete your Account and all data and information stored.

---

## Data Protection

### Framework

We take our data protection obligations seriously. Credentials is registered with the data protection office in Guernsey. We are sure you have heard about the EU General Data Protection Regulation (GDPR). Guernsey is not part of the EU but has its own comprehensive data protection laws which protect the rights of individuals in relation to their personal data, and provide for the free movement of personal data, in a manner equivalent to the GDPR. Guernsey has been deemed by the European Commission as offering an adequate level of data protection. The GDPR, the Data Protection (Bailiwick of Guernsey) Law 2007 and all other relevant data protection legislation is referred to as the Data Protection Legislation for the rest of these terms. Other terms such as data processor, data controller and data subject have the meaning given to them in the Guernsey law.

### Credentials as Controller or Processor

In relation to the information (name, email address and telephone number) required to set up an Account and the certificates you choose to upload (including the data extracted) Credentials is the data controller and will process your data in accordance with our privacy statement found on our website at [credentials.com/legal](https://credentials.com/legal)

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

### Data Processor



In relation to the other information you choose to upload or store in your Account Credentials is the data processor. EU and Guernsey law says that we can only deal with that data on written instructions from you and requires us to set out in a legally binding agreement the following matters:

(a) the subject matter of the processing, (b) the duration of the processing, (c) the nature, scope, context and purpose of the processing, (d) the category of personal data to be processed, (e) the categories of data subjects, (f) the duties and rights of the controller, and (g) certain duties imposed on us as the processor.

We and you acknowledge that:

- if we process any personal data on your behalf when performing our obligations under this agreement, we are the processor for the purposes of the Data Protection Legislation;
- Schedule 1 sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject;
- in order to carry out our services and our other obligations under this agreement the personal data may be transferred or stored outside the EEA or the country where you are located;

## Data Processor



- without limiting the above, you will ensure that you have all necessary appropriate consents to enable lawful transfer of the personal data to us for the duration and purposes of this agreement so that we may lawfully use, process and transfer the personal data in accordance with this agreement;
- without limiting the above we shall, in relation to any personal data processed in connection with the performance by us of our obligations under this agreement, process that personal data only on your written instructions (including these terms and conditions) unless we are required by relevant law to process personal data (in which case we will, unless prohibited from doing so, promptly notify you);
- we shall not transfer any personal data outside of the Bailiwick of Guernsey, a Member State of the EU or any country which has been deemed by the European Commission as offering an adequate level of data protection or other country designated by the States of Guernsey unless the following conditions are fulfilled:
  - appropriate safeguards are in place in relation to the transfer;
  - the data subject has enforceable rights and effective legal remedies;
- we shall ensure that any Crewdentals person that we authorise to process the personal data has agreed to protect personal data in accordance with these terms and our policies;
- we shall notify you without undue delay on becoming aware of a personal data breach;
- we shall at your written direction, delete in accordance with the timescales set out in these terms any personal data and copies on termination of the agreement unless required by applicable law to store the personal data (and for these purposes the term “delete” shall mean to put such data beyond use); and
- we shall maintain complete and accurate records and information to demonstrate its compliance with this clause and immediately inform you if, in our opinion, an instruction infringes the Data Protection Legislation.

Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

If any relevant data protection regulator issues any standard controller to processor clauses we may, on not less than 30 days' notice, revise our terms by replacing this clause with any standard clauses or similar terms forming part of an applicable certification scheme.

## Sub-Processors



In order to build the Platform which allows us to provide your Account to you, Crewdentals has built certain software components into the Platform to provide certain functionalities such as database management and SMS two factor authentication. In certain circumstances these components act as data processors which means that Crewdentals, as controller or processor of your data has appointed the businesses providing those components as data processor, or sub-processor respectively.

---

## Sub-Processors cont'd

You consent to us appointing those third-party processors or sub-processors as are necessary to provide the Platform to you. Without the support of these sub-processors we would not be able to provide the Platform. A list of data sub-processors is available on our website and you can subscribe to notifications to sub-processor changes by emailing us at [hello@crewcredentials.com](mailto:hello@crewcredentials.com). You have the right to object to the use of these sub-processors, but this will mean that we will not be able to continue to provide your Account to you.

We confirm that we have entered or (as the case may be) will enter into a written agreement with any third-party processor(s) incorporating terms which are substantially similar to the terms we have agreed to with you. We will ensure that any sub-processors are either in a country that the European Commission has declared to be adequate or are processing according to binding corporate rules approved by the relevant EU data protection regulator.

## Intellectual Property



The software that allows the Platform to work is a combination of software licensed to us and original code, maritime and coding expertise, and comprehensive databases created by Crewcredentials. The Crewcredentials software and architecture is therefore protected by the laws relating to intellectual property. Like any other property (maybe a nice yacht is a good example) intellectual property may only be used with the permission of the owner and the owner has the right to determine how it is used and who it is used by, commonly by way of rights granted to the user (ie you). Being granted rights to use something gives less extensive rights than buying or owning something. Any use outside of the rights granted is an infringement of our rights (or the rights of the owners of the software licensed to us) and could lead to damages being awarded or statutory fines being levied.

All intellectual property rights in the Account belong to Crewcredentials or its licensors. All rights are reserved.

The relevant rights to enable you to use the Account are not sold to you so your use of the Account must be in accordance with these terms. Other than as described in this agreement, you are not granted any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licences in respect of the Account, Platform, our services or the documentation.

To comply with the rights you have been granted you agree that you will not do anything to infringe Crewcredentials' rights and this includes not doing, or attempting to do, any of the following:

- Creating a false identity or impersonating any other person;
- Copying, modifying, duplicating, republishing or selling any of our products or services to any other person;
- De-compile, reverse engineer, reverse compile, disassemble, or otherwise reduce to human perceivable form any part of the software;
- Allow anyone to use our services or documentation;
- Transfer, assign, disclose or otherwise commercially exploit or make available your Account or any of our services or documentation to any third party;
- Access all or any part of the Account in order to build a product or service which competes with the services; or
- Introduce or permit the introduction of (or attempt to) any virus or vulnerability into Crewcredentials' system.

---

## Confidentiality



Where we have access to your confidential information in order to perform our obligations under this agreement, we will hold such confidential information in confidence and not make such information available to any third party, or use your confidential information for any purpose other than the implementation of this agreement and the delivery of our services. We will take all reasonable steps to ensure that your confidential information to which we have access is not disclosed or distributed by our employees or agents in violation of the terms of this agreement.

We may disclose confidential information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

If this happens and we are legally permitted to do so we will give you as much notice of such disclosure as soon as possible.

---

## Our Responsibility for Loss and Damage



We provide the Account on an “as-is” basis. We make no representations, warranties or guarantees, whether express or implied as to fitness or that any information provided by us is accurate, complete or up to date.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is:

- indirect, incidental, consequential, special or punitive; or
- not foreseeable. Foreseeable in this situation means where it is either obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

Crewdentals will not be liable to you in connection with this Agreement for any amount that exceeds (a) the total fees paid or payable by you to Crewdentals (if any); or (b) £100.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation. The Account is for private use. If you use your Account for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We recommend that you back up any content and data used in connection with your Account, to protect yourself in case of problems with the Account.

If our provision of the Services or support for your Account is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to terminate your Account.

---

## Third Party Platforms



Credentials may help Account holders access the features, functionality and services of third parties (such as wellbeing resources, recruitment, hours of work and rest). You acknowledge that we do not supervise, direct, control or monitor these third parties and you agree that Credentials is not responsible for offering, performance or procurement of these services.



---

## Schedule: Data Processing Terms

### Subject Matter of the Processing

The processing of personal data relates to the collection, organisation, retrieval, consultation or storage of personal data within the Account provided by Crewdentals.

### Duration of the Processing

Crewdentals will process personal data for the period that you maintain an Account and will delete your data within 30 days after the termination effective date. Any content archived on any back-up systems will be protected from any further processing except as otherwise required by applicable law.

### Nature and Purpose of the Processing (ie how and why does Crewdentals process the data?)

Crewdentals will process personal data as necessary to provide the services under these terms, including notifying you of expiring certificates. The nature of the processing includes the collection, organisation, retrieval, consultation and storage of personal data within the Account provided by Crewdentals. Any dissemination or making available of any personal data is by the data subject only. We do not sell any data and do not share any information with third parties for compensation or reward, or for those third parties' own business interests.

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

- Personal details, including any information that identifies you and other data subjects 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 your financial affairs, including income, salary, benefits, insurance details, and pension information.
- Family, lifestyle and social circumstances, including any information relating you family and your 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 your education and any professional training, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.
- Employment details, including information relating to your employment, including employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records, and security records.

### Categories of Data Subject (ie who does Crewdentals process data about?)

Crewdentals will process the personal data you choose to upload or store about yourself, and about your emergency contact, next of kin and any person who receives your wages.

### 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 your recruitment or employment or your safety or others on board);
- trade union membership;
- Criminal convictions and offences (limited to those offences required to be disclosed for the purposes of employment).