

TERMS OF USE

Please read carefully the following terms of use ("Terms") for the website whose URL is www.ypicrew.com ("Site"). You can print these Terms, or store them in your computer for future reference. By using this web site, you are indicating your acceptance to be bound by these Terms of use. The terms "You" and "User" as used herein refer to all individuals accessing this web site.

1. About Us

The site is provided by YPI CREW ("we/us"), a company registered in France as a SARL under R.C.S. ANTIBES 444 342 877, whose registered address is

7 rue Honore Ferrare, 06600 ANTIBES, France.

2. Privacy Policy

Any personal data which you may provide us through the Site is subject to our Privacy Policy.

3. Use of the Site

(a) You may access the Site solely for the lawful purposes of seeking employment and career information. You may not use any content of the Site for any commercial or illegal purpose.

(b) You must not submit any material ("Material") which is defamatory, offensive, menacing, hateful or obscene to the Site or which in our judgment may cause nuisance, annoyance, damage or offense, inconvenience to us or any other person or which is illegal. We may remove or edit such Material from the Site at any time without notice to, or consent by you.

(c) You must agree to not submit false or inaccurate biographical information or information which is not your own accurate CV.

(d) By submitting any Material to us you acknowledge that we may copy, modify, distribute or create a derivative work from the Material in any manner that we shall determine. You also waive any moral rights to the Material for the purpose of its publication on the Site. You will indemnify us if any third party takes action against us in relation to the Material.

(e) In completing the registration process you must provide us with current and accurate information as prompted by the registration form. You will be required to choose a password. You are solely responsible for maintaining the confidentiality of the password or account and for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's account at any time, without the permission of the account holder.

(f) You are prohibited from using any device or software to interfere or attempt to interfere with the proper working of this Site or any activity conducted on this site. You are responsible for ensuring that all information, data and files are free of viruses or engines that may damage or interfere with any system or data prior to being submitted to the Site.

(f) We reserve the right to suspend the Site at any time for operational, regulatory, legal or other reasons. We may terminate your use of the Site with immediate effect if you breach any of these Terms.

4. Users

(a) By registering and using this Site you consent to YPI CREW collecting and processing sensitive personal data and disclosing this information to prospective employers and clients in connection with the recruitment process.

(b) You are solely responsible for any information submitted to you to the Site. You are responsible for ensuring that all information supplied by you is true, accurate, up to date and not misleading or likely to mislead

(c) You authorize YPI Crew to contact your referees listed on your CV or on the registration form.

(d) You understand that there are no guarantees of employment.

(e) You understand that YPI Crew is not responsible for any travel expenses that might occur prior, during or after your interviews and job acceptance.

(f) You understand that YPI Crew is not responsible for your employer's actions i.e. crew cut back, change of yacht ownership, change of cruising areas, shipyard period or any other changes.

(g) You will inform YPI CREW immediately of any interviews obtained as a result of YPI CREW submitting your CV to one of their clients and I will inform YPI CREW immediately of any job offers received and accepted as a result of their submitting your CV to one of their clients.

5. Dealing with Third Parties

(a) The site may provide, or third parties may provide, links to other web sites or resources, promotions of advertisers and merchants. As we have no control over such sites or third party resources, you acknowledge that we are not responsible for the availability of such external sites or third party resources, do not endorse and are not liable for any content, advertising, products, services or other materials on or available from such sites or third party resources.

(b) Any dealings by you with any third party on or through this Site shall be solely between you and that third party and we shall not be responsible for any loss or damage that may arise from any such dealings, nor shall we be deemed to be acting against as an agent for you in any such dealings.

(c) It is sometimes possible to access this Site through a link located on another website or within a third party email communication. We do not make any representations, or endorse any products, materials, companies or individuals that provide a link to this Site or make any warranties with respect to any information contained in or at these other sites or third party email communication.

6. Intellectual Property Right

(a) The Site and its content (including but not limited to, animations, character design, text, software, music, lyrics, sounds, photographs, graphics, video, page layouts and designs) are protected by intellectual

property rights, including copyright and trade marks, as detailed in our Copyright and Trade mark Notice.

(b) Except as expressly authorized in writing either separately or pursuant to the terms of this Agreement by us or relevant third parties, you agree not to copy, download, adapt, alter, modify, rent, lease, loan, sell, distribute or create derivative works of any content of the Site, or of any Site property received by you as part of an order, in whole or part. All rights not granted or licensed pursuant to the terms of this Agreement and hereby expressly reserved to us.

7. Disclaimers

(a) Our trading name and the Site are owned by us and are descriptive of our products and services.

(b) Your use of the Site is at your sole risk. The Site is provided on an "as is" and "as available" basis and we do not guarantee that the Site will be suitable for your purposes or requirements. If your PC does not support relevant technology, including encryption, you may not be able to use certain services or access certain information on the Site. We will not be responsible for any failure of electronic messages or images (whether via the internet or SMS) sent through the service to reach your intended recipient or to reach your intended recipient on the date specified by you.

(c) The Site is accessed via the World Wide Web which is independent of us. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. We shall have no responsibility for any information or service obtained by you on the World Wide web.

(d) The content of the Site has been compiled from a variety of sources and is subject to change without notice. We use reasonable care in compiling and presenting the content of the Site, but we give no guarantee that the content is complete, accurate, error or virus free or up to date.

(e) We give no guarantee that the web Site and its server are free of computer viruses or other harmful mechanism, If your use of the website results in the need for servicing or replacing the equipment or data, we are not responsible for those costs.

(f) We do not assume any liability or responsibility for any content uploaded or otherwise transmitted by you or any third party to the Site.

(g) So far as permitted by law, we disclaim all warranties, conditions and other terms of any kind, whether express or implied, whether in contract, tort (including liability for negligence) or otherwise, including, but not limited to any implied term of satisfactory quality, fitness for a particular purpose, and any standard of reasonable care and skill.

8. Limitation of Liability.

(a) www.ypicrew.com is the web presence of YPI CREW and acts as a venue for candidates to post CV's. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any CV or Material contained therein placed by you on the Site.

(b) So far as permitted by law, and except in respect of death or personal injury arising from negligence, we exclude any liability for loss or damage of any kind resulting from the use of the Site (including the reliance upon any information contained on it).

(c) We shall not under any circumstances be liable for any special or consequential damages that result from the use of, or the liability to use, the Materials in this Site, even if we or a representative of ours has been advised of the possibility of such damages.

9. Indemnity

You agree to indemnify and hold us and our shareholders, directors, officers, employers, assignees and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising from the breach of any of your obligations hereunder.

10. General Information

(a) These Terms constitute the entire agreement between you and us. If any of them are held by a court of law to be illegal or otherwise unenforceable by the laws of any state or country, then to the extent that such term(s) is/are illegal or unenforceable, they shall be deleted from these Terms and the remaining Terms shall survive and remain in full force and effect.

(b) Any failure by us to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

(c) These Terms and the relationship between you and us shall be governed by the French laws and the French courts shall have exclusive jurisdiction over any dispute, however we reserve the right to take legal action in any competent court of jurisdiction.

(d) We reserve the right to vary the Terms from time to time, such variations becoming effective immediately upon posting to the Site and by continuing to use it, you will be deemed to accept such variations.

11. The collection of data on this site is exclusively for the processing of your request by YPI CREW.

In compliance with the French 'Information and Civil Liberties' law, with article 39 and following ones of the law N 78-17 dated 6 January 1978, you shall be able to access and modify said data entry and change or delete its content. Should you wish to exercise this right and receive all your personal information, kindly contact the company known as SARL YPI CREW, 7 rue Honore Ferrare 06600 Antibes, France. Email info@ypicrew.com.

12. These Terms are also available in the French language and you acknowledge the fact that the opportunity has been given to you to read them in French.

27th February 2009