



TERMS AND CONDITIONS

Introduction

Welcome to www.yachtcrewcenter.com (the “Site”). The Site is owned and operated by Yacht Crew Center LLC (“YCC,” “we,” or “us”). These Terms and Conditions (“Terms”) govern your access to and use of the Site and all related services and/or platforms offered by YCC. By using or accessing the Site, you agree to be bound by these Terms as well as our Privacy Policy (which is hereby incorporated by reference). Please read these Terms carefully before using the Site.

Acceptance of Terms

You must be at least thirteen (13) years old to use our Site and services. By accessing or using the Site, you represent that you have the legal capacity and authority to enter into these Terms (and if you are between 13 and 18 years old, that you have permission from a parent or legal guardian to use the Site). If you are using the Site on behalf of a company or other organization (for example, as a vendor or service provider), you represent that you have the authority to bind that entity to these Terms, and you agree that the entity will be bound by these Terms.

By creating an account, clicking “I Agree” (or a similar button) or otherwise using the Site, you consent to these legally binding Terms. You further agree such action constitutes your legal signature, is the legal equivalent of a handwritten signature, and is binding under the U.S. E-SIGN Act, EU eIDAS Regulation, and any analogous laws. If you do not agree with any part of these Terms, you must discontinue use of the Site immediately. Your use of the Site is conditioned on acceptance of these Terms and all applicable policies, including our Privacy Policy.

Areas of the Site or specific services may be subject to additional terms and conditions. Any such additional terms will supplement (and not replace) these Terms for the applicable services or features. For example, if you register as a vendor or service provider on the Site, you may be asked to agree to additional agreements governing your business relationship with YCC. In the event of a conflict between these Terms and any separate agreement you have with YCC, the separate agreement will govern only with respect to the subject matter of that agreement, and these Terms will govern all other aspects of your use of the Site.

Intellectual Property Rights

All content and materials on the Site, including text, graphics, logos, images, videos, and software, are the property of YCC or its licensors and are protected by copyright, trademark, and other



intellectual property laws. YCC's name, logos, and all related product and service names are our trademarks or service marks. You are not granted any right or license to use any intellectual property on the Site except as necessary for your personal use of the Site in compliance with these Terms. You may not copy, reproduce, distribute, publicly display, create derivative works of, or otherwise exploit any content on the Site without our prior written permission.

Any unauthorized use of the Site's content or intellectual property is strictly prohibited and may violate copyright, trademark, and other laws. We reserve the right, in our sole discretion, to remove any content from the Site and to take appropriate action (including legal action) to protect our intellectual property rights.

User Responsibilities

When using our Site, you agree to the following guidelines and commitments:

- **Provide Accurate Information:** If you create an account or provide information to us, you will provide truthful, accurate, and complete information. You will keep your account information updated as necessary.
- **Account Security:** You are responsible for maintaining the confidentiality of your username and password. You will not share your login credentials with any other person, and you are responsible for all activities that occur under your account.
- **No Unauthorized Access:** You will not use anyone else's account or login information without permission. You will not create false identities or fake accounts for any purpose, including impersonation, spamming, or collecting information without consent.
- **Lawful Use Only:** You will use the Site only for lawful purposes and in compliance with all applicable laws and regulations. You will not use the Site to engage in any unlawful, fraudulent, or harmful activity.
- **Respect Others' Rights:** You will not infringe the intellectual property or other rights of YCC or any third party. This means you will not post or transmit content that you do not have the right to use, and you will not violate any privacy, publicity, or other rights of others.
- **No Harmful Interference:** You will not upload, transmit, or distribute any viruses, malware, spyware, or other harmful code on or through the Site. You will not attempt to interfere



with or disrupt the security, integrity, or performance of the Site (for example, by hacking or introducing malicious code).

- No Abuse or Spam: You will not use the Site to harass, threaten, or abuse any person. You will not engage in spamming, phishing, or other unsolicited communications to users of the Site. Creating multiple accounts for disruptive or abusive purposes is prohibited.
- No Circumvention of Security: You will not circumvent or attempt to circumvent any security or access controls of the Site, or otherwise attempt to gain unauthorized access to the Site or its systems.

Additionally, certain areas of the Site may require you to submit information to access features or services. You agree that any information you provide to YCC is accurate and that you have the right to provide it. All personal information you provide to us is subject to our Privacy Policy (which is incorporated into these Terms), so please review that policy to understand how we collect and use your information.

Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL CONTENT, FEATURES, AND SERVICES PROVIDED THROUGH IT ARE OFFERED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND. YOUR USE OF THE SITE IS AT YOUR OWN RISK. YCC expressly disclaims all warranties and conditions of any kind, whether express, implied, or statutory, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no guarantees that the Site (or any content on it) is accurate, complete, up-to-date, or suitable for your needs, and we provide no warranty that the Site will be available on an uninterrupted, secure, or error-free basis.

YCC does not warrant that the Site is free of viruses, malware, or other harmful components, or that any defects or errors will be corrected. No advice or information, whether oral or written, obtained by you from YCC or through the Site, shall create any warranty not expressly stated in these Terms. Some jurisdictions provide certain implied warranties (for example, an implied warranty of satisfactory quality or fitness for purpose) or do not allow the exclusion of certain warranties; to the extent permitted by law, we exclude all such warranties. This disclaimer of warranties applies to the maximum extent allowed by applicable law and is not intended to deprive you of any protections to which you may be entitled under law.

Information on the Site is for general informational purposes only and does not constitute legal, tax, safety, or maritime compliance advice. You are solely responsible for ensuring that any



services ordered comply with the Jones Act, Longshore and Harbor Workers' Comp Act, SOLAS, or other maritime laws applicable to your vessel and crew.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YCC (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND PROVIDERS) SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE SITE. This exclusion of liability applies to all categories of damages or losses, whether direct or indirect, and whether incidental, consequential, special, exemplary, punitive, or otherwise. It includes, without limitation, any personal injury, property damage, loss of profits, loss of revenue, loss of data, loss of business or opportunities, loss of goodwill, business interruption, or other intangible losses (even if we have been advised of the possibility of such damages). You assume full responsibility for your use of the Site and for any consequences arising from that use. YCC and the related parties mentioned above will not be liable for any damages of any kind, even if any limited remedy in these Terms fails of its essential purpose.

In jurisdictions that do not allow the exclusion or limitation of certain damages, our liability will be limited to the fullest extent permitted by law. Nothing in these Terms is intended to exclude or limit any liability that cannot be excluded by law. In particular, we do not exclude or limit liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded under applicable law. If applicable law does not allow the exclusion of certain warranties or the limitation of certain damages, then those statutory warranties and remedies will apply and our liability for such damages shall be limited to the smallest amount permitted by law.

The Site may contain links to, or data from, third parties. YCC does not endorse and is not responsible for any third-party content, products, or services. Any dealings between you and a third-party vendor or service provider are solely between you and that third party.

Indemnification

To the extent permitted by law, you agree to indemnify, defend, and hold harmless YCC, its parent, subsidiaries and affiliates, and their respective directors, officers, employees, agents, partners, and licensors ("Indemnified Parties") from and against any and all claims, demands, lawsuits, proceedings, liabilities, damages, judgments, losses, costs, or expenses (including reasonable attorneys' fees and court costs) that arise out of or relate to (a) your use or misuse of the Site, (b) your violation of these Terms, or (c) your violation of any law or the rights of any third party. This



indemnification obligation includes, for example, claims resulting from your content (if the Site allows user content), your interactions with other users or third parties, or your use of third-party services or links available on the Site. YCC reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with YCC in the defense of such matter. You will not settle any claim affecting an Indemnified Party without YCC's prior written consent.

Governing Law

These Terms and any dispute or claim arising out of or in connection with the Site or these Terms shall be governed by and construed in accordance with the laws of the State of Florida, USA, without giving effect to any conflict of laws principles that would result in the application of the laws of another jurisdiction.

However, if you are a consumer residing in the European Union or the United Kingdom, you will benefit from any mandatory provisions of the law of your country of residence, and nothing in these Terms affects your rights as a consumer to rely on such provisions of local law. In other words, regardless of the choice of Florida law, you are not deprived of the protection of the laws of your country that are non-waivable under applicable consumer protection laws.

Subject to the "Dispute Resolution" section below, you and YCC agree that any legal action or proceeding arising under these Terms that is not submitted to arbitration shall be brought in the state or federal courts located in the State of Florida, USA. Each party consents to the jurisdiction of and venue in such courts for the purposes of any such legal action. This jurisdiction is agreed to be non-exclusive, which means that YCC reserves the right to seek injunctive relief or enforce judgments in other appropriate jurisdictions, and you may have rights to bring an action in the courts of your home country if mandatory law so provides.

Dispute Resolution

We value our relationship with users and want to resolve disputes quickly and fairly. You agree to first contact us (using the contact information below) to attempt to resolve any dispute, claim, or controversy arising out of or relating to the Site or these Terms informally. Most concerns can be resolved quickly through communication, and we encourage you to engage with us in good faith discussions before taking further action.

If we are unable to resolve a dispute informally, you and YCC agree that all disputes, claims, or controversies arising out of or relating to your use of the Site or these Terms shall be submitted to final and binding arbitration, unless prohibited by applicable law. This means that you are waiving the right to have such disputes decided in court by a judge or jury, and instead you agree to have



the matter decided by a neutral arbitrator. Arbitration is typically more informal than a lawsuit in court and may help resolve disputes more efficiently. The arbitration shall be conducted in the English language and, unless otherwise agreed, in the State of Florida (or via a remote dispute resolution process when appropriate). The arbitrator shall have the authority to award the same damages and relief that a court could award, and the arbitrator's award can be entered as a judgment in any court of competent jurisdiction.

YOU AGREE TO WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL in any legal proceeding arising out of or related to these Terms or the Site. YOU ALSO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING against YCC, meaning any claims must be pursued on an individual (non-class) basis only. All parties agree that no class action, collective action, or other representative claim can be pursued in arbitration or in court for any disputes under these Terms.

Notwithstanding the above, if you are a consumer residing in a jurisdiction that prohibits mandatory arbitration or class action waivers (for example, in the European Union or certain U.S. states), the above arbitration agreement and class-action waiver will not apply to you to the extent of that prohibition. For instance, EU consumers cannot be required to arbitrate disputes in advance, and this section does not deprive you of the right to bring a dispute in the courts of your home country if such right is guaranteed by law. Additionally, the above provisions do not prevent you from bringing issues to the attention of administrative agencies as permitted by law.

The dispute resolution provisions of these Terms shall survive the termination of your relationship with YCC.

Force Majeure

Neither you nor YCC will be liable for any failure or delay in performance of any obligation under these Terms (except for any payment obligations) if such failure or delay is caused by events or circumstances beyond the party's reasonable control. This includes, but is not limited to, acts of God, natural disasters, epidemics or pandemics, acts of government or regulation, war, terrorism, civil unrest, strikes or labor disputes, power or Internet outages, or other events beyond reasonable control. If a force majeure event occurs, the affected party's obligations will be suspended for the



duration of the event. The party experiencing the force majeure event should make reasonable efforts to notify the other party and to minimize the impact of the event on its performance.

Notwithstanding the foregoing, your obligation to pay any fees due and owing to YCC or to third-party providers through the Site shall not be excused by a Force-Majeure Event except to the extent prohibited by applicable law.

Termination

YCC may suspend or terminate your account or access to the Site, in whole or in part, at any time with or without notice if we believe you have violated these Terms, pose a security or legal risk, or for any other reason in our sole discretion. Upon termination, all licenses granted by YCC immediately expire, but these Terms & Conditions survive.

Content License

If you upload or post any content, you grant YCC a worldwide, royalty-free, transferable, sublicensable license to host, reproduce, distribute, and display that content in connection with the Site. If you believe any content infringes your copyright, send a notice to contact@yachtcrewcenter.com with the info required under 17 U.S.C. §512(c)(3).

Payments

All payments are processed by Stripe Connect and subject to the Stripe Services Agreement. YCC does not store full card details and is not a money-services business. Fees are non-refundable except as expressly stated or as required by law. You remain liable for chargebacks, reversal fees, and any applicable taxes.

Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, that provision shall be modified or limited to the minimum extent necessary to make it enforceable, and if it cannot be made enforceable, then that provision will be severed (removed) from these Terms. In any case, the validity and enforceability of the



remaining provisions shall not be affected, and the rest of these Terms will remain in full force and effect.

Assignment

You may not assign or transfer any of your rights or obligations under these Terms to any third party without YCC's prior written consent. Any attempt to assign these Terms by you without consent will be null and void. YCC may freely assign or transfer these Terms, in whole or in part, to another entity (for example, in the event of a merger, acquisition, corporate reorganization, or sale of assets) without your consent and without notice. YCC may also delegate its obligations to affiliated companies or third-party service providers in its discretion.

No Waiver

No failure or delay by YCC in exercising any right or enforcing any provision of these Terms shall operate as a waiver of that or any other right or provision. Similarly, YCC's waiver of any breach or default by you will not be deemed a waiver of any future breach of the same provision or any other provision. Any waiver of rights by YCC must be made explicitly in writing in order to be effective. The rights and remedies of YCC under these Terms are cumulative and not exclusive of any rights provided by law.

Entire Agreement

These Terms (together with any additional terms, policies, or agreements expressly incorporated by reference) constitute the entire agreement between you and YCC regarding your use of the Site, and supersede all prior and contemporaneous understandings, agreements, negotiations, representations, and warranties, whether written or oral, with respect to the same subject matter. You acknowledge that you have not relied on any statement or promise that is not expressly set forth in these Terms. If YCC has provided a translation of these Terms from the English language, it is for your convenience, and the English language version will control in the event of any conflict or ambiguity.

This document contains all of the terms governing your use of the Site. Any earlier promises or agreements not included here are not binding. Only written modifications or additional terms incorporated by reference have legal effect.

Survival

Certain provisions of these Terms by their nature are meant to continue even after your relationship with YCC ends or these Terms are otherwise terminated. Accordingly, any provisions that impose



continuing obligations on the parties shall survive the termination or expiration of these Terms, including but not limited to the following: Intellectual Property Rights, Disclaimer of Warranties, Limitation of Liability, Indemnification, Governing Law, Dispute Resolution, and any other provisions necessary to interpret the rights and obligations of the parties hereunder. Termination of these Terms will not relieve either party from any liability or obligation accrued prior to termination, including payment obligations (if any).

Changes to These Terms

YCC may update or modify these Terms from time to time. If we make any material changes, we will post the updated Terms on this page and update the “Effective Date” below. In addition, if there are material changes, we will provide prominent notice, such as by posting a notice on the Site’s homepage or by emailing registered users, prior to the changes taking effect. Please check this page periodically to stay informed of any updates. Your continued use of the Site after the effective date of revised Terms constitutes your acceptance of the updated Terms. If you do not agree to any updated Terms, you must stop using the Site.

Contact Us

If you have any questions, comments, or concerns about these Terms or the Site, please contact us via email at contact@yachtcrewcenter.com or by mail at: Yacht Crew Center LLC, 1211 GOLDEN LAKE LOOP, St. Augustine, Florida 32084. We will do our best to address your inquiry promptly.

Yacht Crew Center LLC is committed to providing a website and platform that are accessible to the widest possible audience, regardless of technology or ability. We follow the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, and audit the Site regularly. If you experience difficulty accessing any part of the Site, please email contact@yachtcrewcenter.com so that we can provide the information or service through an alternative method.

Effective Date: June 23, 2025