



Sealect Business - SaaS Terms and Conditions

1. Object and scope of the Agreement

1.1 These SaaS Terms and Conditions (the "Terms") govern the provision and use of the Sealect Business software-as-a-service platform for the management of bookings and related activities in the marine and water-sports sector (the "Services").

1.2 The Terms apply between Sealect Business, acting as provider of the Services (the "Provider"), and the business customer that subscribes to or otherwise uses the Services (the "Customer"). The Customer acts exclusively for professional or business purposes.

1.3 The Terms form an integral part of any order form, subscription page, checkout flow, proposal, offer, or similar document accepted by the Customer (each an "Order Form"). In case of conflict between an Order Form and these Terms, the Order Form shall prevail for the specific commercial aspects, unless otherwise expressly agreed in writing.

2. Definitions

2.1 For the purposes of the Terms:

- (a) "Account" means the administrative environment made available to the Customer for access to and configuration of the Services.
- (b) "Authorised Users" means the individuals authorised by the Customer to access the Services on its behalf, including employees, collaborators, instructors, contractors, and similar figures.
- (c) "Booking Data" means data relating to bookings, sessions, calendars, availabilities, cancellations, and attendance relating to lessons, courses, rentals, and other activities managed through the Services.
- (d) "Customer Data" means all data and information, including personal data, uploaded to or generated through the Services by or on behalf of the Customer.
- (e) "Documentation" means any technical or user documentation, whether online or in written form, relating to the Services and made available by the Provider.
- (f) "Subscription Term" means the initial subscription period indicated in the Order Form and any subsequent renewal periods.

3. Provision of the Services

3.1 Subject to timely payment of the applicable fees, the Provider shall make the Services available to the Customer during the Subscription Term, in accordance with the Terms and with the level of care reasonably expected from a professional provider of SaaS solutions.

3.2 The Services are designed to support the operational management of entities operating in the marine and water-sports sector, including surf schools, diving centres, kite and windsurf schools, SUP centres, sailing operators, and independent professionals.

3.3 The Provider may modify the technical characteristics and functionalities of the Services, including through updates, improvements, or replacements, provided that such changes do not result in a material reduction of the core functionalities agreed upon for the Subscription Term.

3.4 The Customer acknowledges that the provision of the Services may depend on the correct functioning of third-party infrastructure and services, as better specified in clause 10.

4. Customer registration and Account management

4.1 In order to use the Services, the Customer must complete the registration process and create an Account. The individual completing the registration represents and warrants to have the necessary authority to bind the Customer to the Terms.

4.2 The Customer is solely responsible for:

- (a) the accuracy and updating of the information provided during registration and throughout the contractual relationship;
- (b) the creation, management, and protection of access credentials of the Account and of Authorised Users;
- (c) any activity carried out through the Account and by Authorised Users.

4.3 The Customer shall promptly inform the Provider in the event of suspected or actual unauthorised access to the Account or to the Services.

5. Use of the Services and Customer obligations

5.1 The Customer shall use the Services exclusively within the limits of the law, the Terms, and the Documentation.

5.2 Without prejudice to the generality of clause 5.1, the Customer shall not:

- (a) copy, modify, adapt, translate, or create derivative works of the software components underlying the Services, except to the extent permitted by mandatory law;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to extract the source code of the Services, except to the extent permitted by mandatory law;
- (c) access the Services in order to develop a substantially similar or competing product or service;
- (d) use the Services in a manner that is unlawful, fraudulent, or that infringes third-party rights, including privacy, intellectual property, or personality rights;
- (e) upload to or transmit through the Services any content or code of an illicit, defamatory, discriminatory, offensive, or otherwise inappropriate nature;
- (f) introduce malware, scripts, or other elements capable of compromising the security, integrity, or availability of the Services or of third-party systems.

5.3 The Customer remains solely responsible for the organisation and execution of its own activities, including but not limited to:

- (a) the selection, training, and conduct of instructors and collaborators;
- (b) the suitability and safety of equipment and locations used for lessons and activities;
- (c) the compliance with sector-specific regulations, authorisations, and permits;
- (d) the fulfilment of information obligations and any waivers or declarations required from participants, including, where applicable, parental or guardian consent for minors.

5.4 The Provider does not perform any assessment regarding the suitability, safety, or legality of the services offered by the Customer to its own clients or participants.

6. Fees and payment terms

6.1 The Customer shall pay the fees indicated in the applicable Order Form or in the pricing page referenced therein (the "Fees").

6.2 Unless otherwise agreed, Fees are due in advance for the relevant Subscription Term and are payable by the payment methods supported by the Provider, which may include, inter alia, credit or debit cards processed through payment service providers such as Stripe.

6.3 Fees are exclusive of value added tax and other applicable indirect taxes, which shall be charged in accordance with applicable law.

6.4 In case of late payment, without prejudice to any other remedy available under the Terms or at law, the Provider may:

- (a) apply default interest to overdue amounts in accordance with applicable law; and
- (b) suspend or limit access to the Services, after prior notice to the Customer and unsuccessful expiry of a reasonable cure period.

6.5 Unless otherwise provided by mandatory law, Fees already paid are non-refundable.

7. Third-party services and infrastructure

7.1 In order to provide the Services, the Provider may rely on third-party services and infrastructure, including, by way of example:

- (a) hosting and deployment services (such as Vercel and Railway);
- (b) storage and database services (such as AWS S3 and MongoDB-related services);
- (c) payment processing services (such as Stripe);
- (d) email delivery services (such as Resend);
- (e) monitoring and diagnostics tools (such as Sentry);
- (f) mapping and geolocation services (such as Mapbox);
- (g) privacy and cookie management tools (such as iubenda).

7.2 The Provider shall use reasonable care in the selection of such third-party providers but shall not be liable for interruptions, delays, or malfunctions attributable to them, provided that the Provider has not acted with gross negligence or wilful misconduct.

7.3 The use of certain third-party services may be subject to the terms and conditions and privacy policies of the respective providers, which the Customer is invited to review.

8. Intellectual property

8.1 All intellectual property rights relating to the Services, the software, the technical solutions adopted, and the Documentation remain the exclusive property of the Provider or of its licensors.

8.2 Subject to the Terms and to timely payment of the Fees, the Provider grants the Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services during the Subscription Term for the internal needs of its organisation.

8.3 The Customer retains ownership of Customer Data. The Customer grants the Provider a non-exclusive licence to host, copy, process, transmit, and otherwise use Customer Data solely as necessary for the provision, maintenance, security, and improvement of the Services and for compliance with legal obligations.

9. Data protection

9.1 To the extent that the Provider processes personal data on behalf of the Customer in connection with the Services, the parties recognise that the Customer acts as data controller and the Provider acts as data processor within the meaning of Regulation (EU) 2016/679 ("GDPR").

9.2 Such processing is governed by a separate data processing agreement pursuant to article 28 GDPR (the "DPA"), which forms an integral part of the contractual relationship between the parties.

9.3 The Customer is responsible for:

- (a) determining the purposes and legal bases of the processing carried out through the Services;
- (b) providing appropriate information notices to data subjects;
- (c) obtaining, where necessary, consent or other appropriate legal bases, including in relation to minors and special categories of data, if processed.

10. Confidentiality

10.1 Each party undertakes to treat as confidential all commercial, technical, and organisational information of the other party which is disclosed in connection with the performance of the Services and which is not in the public domain.

10.2 Confidential information shall not be disclosed to third parties nor used for purposes other than the performance of the contractual relationship, except where the disclosure is required by law or by order of a competent authority.

10.3 The obligations of confidentiality shall survive the termination of the contractual relationship for a period of three years, without prejudice to longer periods provided for by law in relation to trade secrets.

11. Availability, maintenance, and support

11.1 The Provider shall use reasonable commercial efforts to ensure that the Services are available and functioning correctly.

11.2 The Provider may plan maintenance interventions, updates, or modifications that may temporarily affect the availability of the Services. Where reasonably possible, the Provider will give prior notice through the Services or by email.

11.3 The Provider is not responsible for unavailability caused by:

- (a) events of force majeure as defined in clause 15;
- (b) malfunctions or limitations of the Customer's infrastructure, connectivity, or devices;
- (c) third-party services or infrastructure over which the Provider has no direct control.

12. Suspension of the Services

12.1 Without prejudice to other rights under the Terms or at law, the Provider may suspend or limit access to the Services, in whole or in part, where:

- (a) the Customer is in material breach of the Terms, including for non-payment of Fees;
- (b) the use of the Services by the Customer or by Authorised Users creates a security risk or exposes the Provider or third parties to potential liability;
- (c) the suspension is required by law or by order of a competent authority.

12.2 Except in cases of particular urgency, the Provider shall notify the Customer of the suspension and, where the breach is remediable, shall grant a reasonable period to remedy it.

13. Term, renewal, and termination

13.1 The contractual relationship enters into force on the date of acceptance of the Order Form or of the Terms by the Customer and continues for the Subscription Term.

13.2 Unless otherwise indicated in the Order Form, the Subscription Term renews automatically for periods of equal duration, unless the Customer disables renewal or gives notice of termination before the end of the current Subscription Term, in accordance with the procedures made available in the Account or communicated by the Provider.

13.3 Either party may terminate the contractual relationship with immediate effect by written notice where the other party:

(a) commits a material breach of the Terms and fails to remedy such breach within a reasonable period after written notice; or

(b) is subject to insolvency proceedings, liquidation, or similar events affecting its ability to perform its obligations.

14. Effects of termination

14.1 Upon termination for any reason:

(a) the Customer shall cease any use of the Services;

(b) the Provider may deactivate the Account;

(c) any Fees accrued and unpaid shall become immediately due.

14.2 The Provider shall grant the Customer, where technically feasible and within the limits indicated in the Documentation, a reasonable period to export Customer Data in commonly used formats.

14.3 Provisions which by their nature are intended to survive termination, including those relating to confidentiality, intellectual property, limitation of liability, and applicable law and jurisdiction, shall remain in force.

15. Liability and limitation of liability

15.1 Nothing in the Terms excludes or limits liability which cannot be excluded or limited under applicable mandatory law.

15.2 Subject to clause 15.1, and to the maximum extent permitted by law, the Provider shall not be liable for:

(a) indirect, consequential, incidental, or punitive damages;

(b) loss of profit, revenue, contracts, goodwill, or anticipated savings;

(c) loss or corruption of data, where the Customer has not implemented reasonable backup or export procedures compatible with the Services.

15.3 Subject to clauses 15.1 and 15.2, the total aggregate liability of the Provider arising out of or in connection with the provision of the Services shall not exceed the total amount of Fees effectively paid by the Customer in the twelve months prior to the event giving rise to the claim.

16. Force majeure

16.1 Neither party shall be liable for any delay or failure in the performance of its obligations to the extent caused by events beyond its reasonable control, such as natural disasters, wars, acts of terrorism, riots, strikes not limited to its own personnel, interruptions of electricity or telecommunications of exceptional nature, or measures imposed by public authorities.

16.2 The party affected by an event of force majeure shall inform the other party as soon as reasonably practicable and shall use reasonable efforts to mitigate the effects of such event.

17. Assignment

17.1 The Customer may not assign, transfer, or otherwise dispose of the contractual relationship or of any of its rights or obligations under the Terms without the prior written consent of the Provider.

17.2 The Provider may assign or transfer the contractual relationship, in whole or in part, in the context of intra-group reorganisations, business transfers, or similar operations, provided that such assignment does not prejudice the rights of the Customer under the Terms.

18. Entire agreement and amendments

18.1 The Terms, together with any applicable Order Form and the DPA, constitute the entire agreement between the parties in relation to the subject matter and supersede any previous understandings, communications, or proposals, whether oral or written.

18.2 The Provider may propose amendments to the Terms. In the event of material amendments, the Provider will give reasonable notice to the Customer, for example by email or through the Services. Continued use of the Services after the effective date of the amendments constitutes acceptance of the amended Terms, without prejudice to any specific rights granted by mandatory law.

19. Applicable law and jurisdiction

19.1 The contractual relationship between the Provider and the Customer shall be governed by the law of the country in which the Provider has its registered office, without prejudice to the application of mandatory provisions of other legal systems where required.

19.2 Any dispute arising out of or in connection with the Terms shall be submitted to the exclusive jurisdiction of the courts of the city where the Provider has its registered office, without prejudice to different mandatory fora provided for by applicable law.

20. Form of communications and electronic acceptance

20.1 Communications relating to the contractual relationship may be made in writing by email or through the functionalities of the Account.

20.2 The parties recognise and agree that acceptance of the Terms and of the Order Form by means of electronic procedures, including the selection of checkboxes (clickwrap) and the confirmation of the subscription flow, constitutes valid and binding consent for all legal purposes.