



Terms of Service (B2B SaaS)

Version: 1.0 · **Effective from:** 17 July 2026 · **Nature:** business-to-business (B2B) contract · *English translation; the Italian version prevails.*

These Terms of Service ("**Terms**") govern access to and use of the Sealect Business software platform (the "**Platform**" or "**Service**") by the professional customer ("**Customer**"). By accepting the Terms (see §16) the Customer enters into a binding contract with the Provider.

This is a **business-to-business** contract. The Customer declares that it acts in the course of its business or profession. Consumer protections do not apply.

1. Provider identity

Provider / Data Controller

Name	Fabio Carucci — sole proprietorship (individual business)
Trade name / brand	Sealect — "Sealect" and "Sealect Business" are trade names under which Fabio Carucci operates. They do not identify a separate company.
Legal form	Natural person holding an Italian VAT number (sole proprietorship). A limited company has not yet been incorporated.
VAT number (P.IVA)	04133450041
Tax code (Codice Fiscale)	CRCFBA00H09G942D
Registered office / tax domicile	Via IV Novembre 45/b, 12050 Magliano Alfieri (CN), Italy
General contact email	contact@fabio-carucci.com
Privacy contact email	info@sealect.it

Certified email (PEC)	fabiocarucci@postecertifica.it
Data Protection Officer (DPO)	Not appointed. A DPO is not mandatory under Art. 37 GDPR for this activity (not a public authority; the processing does not consist of regular and systematic large-scale monitoring, nor of large-scale processing of special categories as a core activity). For any data-protection matter, write to the privacy email above.

2. Definitions

- **Platform / Service:** the Sealect Business SaaS tool and related features (bookings, calendar, team, online payments, public profile, communications, analytics), according to the subscribed plan.
- **Customer:** the school/business that subscribes to the Service.
- **Customer Users:** owners and collaborators authorized by the Customer to access the Platform.
- **Participants / End customers:** the natural persons who book or use the activities organized by the Customer.
- **Customer Data:** the data and content uploaded or generated by the Customer and its Users through the Platform.

3. The Service

3.1 The Provider grants the Customer a non-exclusive, non-transferable, revocable license to access and use the Platform for the term of the contract and according to the chosen plan.

3.2 The Provider may update, improve or modify the Platform's features. Changes that substantially reduce essential features of the active plan will be communicated with reasonable notice.

3.3 The Service is provided "as is" and "as available", subject to §10.

4. Accounts and access

4.1 The Customer is responsible for creating and managing its Users' accounts, for the confidentiality of credentials, and for all activity carried out through its

account.

4.2 The Customer must provide truthful, up-to-date information and promptly report any unauthorized access.

4.3 Use of the Platform is subject to the **Acceptable Use Policy**, an integral part of the Terms.

5. Plans, fees and free trial

5.1 **Plans.** The Service is offered under the published plans (e.g. Base and Pro), with the features and limits stated therein. Current prices are those published on the site or agreed in writing.

5.2 **Free trial.** A free trial is provided (currently **30 days**, no card required). At the end, absent activation of a paid plan, access to paid features may be suspended.

5.3 **Commission on online bookings.** For plans that include online payments, in addition to the subscription fee a **commission** applies to online bookings, at the rate stated by the plan (currently Pro: 2.5%). Commissions are withheld via the payment provider.

5.4 **Billing and late payment.** Fees are due according to the plan's periodicity (monthly/annual). In case of non-payment, after a grace period the Service may be suspended or restricted. Amounts are net of applicable taxes, which remain the Customer's responsibility where due.

5.5 **Payments via Stripe.** Payments are processed by Stripe; a Customer enabling online payments accepts the applicable Stripe Connect terms.

6. Customer obligations

6.1 The Customer uses the Platform in compliance with the law, these Terms and the Acceptable Use Policy.

6.2 **Relationship with Participants.** The Customer is solely responsible for the relationship with its Participants, including: physical fitness and safety requirements for the activities, pre-activity information, any **waivers/liability**

releases and insurance. Sealect is **not** a party to the relationship between Customer and Participant and assumes no responsibility for the conduct of the sports/water activities organized by the Customer.

6.3 **Participants' data.** With respect to Participants' personal data the Customer is the **Controller** and Sealect is the **Processor**: the **Data Processing Agreement** applies. The Customer warrants that it has a valid legal basis and appropriate notices.

7. Customer Content and Data

7.1 Customer Data remains owned by the Customer. The Customer grants the Provider a limited license to process it solely to deliver and improve the Service, and within the limits of the DPA for personal data.

7.2 The Customer is responsible for the lawfulness of the content and data entered and warrants that it holds the necessary rights.

8. Third-party providers

The Service relies on third-party providers (hosting, database, payments, email, maps, monitoring). The up-to-date list of sub-processors is available in **List of Sub-processors**. The Provider is not liable for malfunctions attributable solely to such third parties beyond its reasonable control.

9. Intellectual property

The Platform, the software, the "Sealect" trademark and related content are owned by the Provider or its licensors. Nothing in these Terms transfers to the Customer any rights other than the license of use under §3.

10. Warranties and limitations

10.1 The Provider undertakes to deliver the Service with reasonable professional diligence. Except as mandatory by law, the Service is provided "as is", without

implied warranties of fitness for a particular purpose or of uninterrupted or error-free operation.

10.2 The Provider does not warrant that the Service will be uninterrupted, particularly for causes attributable to third parties, maintenance or force majeure.

11. Limitation of liability

11.1 To the maximum extent permitted by law, the Provider is not liable for indirect or consequential damages, loss of profits, goodwill or data.

11.2 In any event, the Provider's total liability to the Customer on any ground is limited to the amount of fees actually paid by the Customer to the Provider in the **12 months** preceding the event giving rise to liability.

11.3 The above limitations do not apply where the law does not allow the exclusion or limitation of liability (e.g. willful misconduct or gross negligence).

12. Suspension

The Provider may suspend or restrict access in case of non-payment (§5), breach of the Acceptable Use Policy, or security risks, proportionately and — where possible — with prior notice.

13. Term, withdrawal and termination

13.1 The contract lasts for the term of the subscribed plan and renews according to the chosen periodicity, unless cancelled.

13.2 The Customer may cease use and not renew per the methods indicated in the panel. The Provider may terminate the contract for the Customer's uncured breach.

13.3 On termination, access to the Service ends; Customer Data is handled per §14 and the DPA.

14. Data return and deletion

On termination, the Customer may export Customer Data within a reasonable period; thereafter the Provider deletes or anonymizes it per the DPA, subject to statutory retention obligations.

15. Changes to the Terms

The Provider may update the Terms; substantial changes will be communicated and, where provided, will require renewed acceptance. Continued use of the Service after the changes take effect constitutes acceptance.

16. Acceptance (clickwrap)

Acceptance of these Terms occurs electronically, by ticking the relevant box or clicking the acceptance button at registration or on first access following the publication of a new version. Such acceptance has the value of a signature under applicable law and is recorded (date, time, accepted version).

17. Governing law and jurisdiction

17.1 These Terms are governed by **Italian law**.

17.2 Any dispute is subject to the exclusive jurisdiction of the **court of the place where the Provider has its registered office** (Magliano Alfieri, CN), save for any mandatory rule.

18. Final clauses

The invalidity of any clause does not affect the others. Failure to exercise a right does not constitute a waiver. These Terms, together with the Acceptable Use Policy and the DPA, constitute the entire agreement between the parties regarding the Service.