

General Terms and Conditions for SeaSpots Calendar — version 2026-10-17

This is an English translation of the Norwegian original, version 2026-10-17 (vilkaar-seaspots-calendar-v2026-10-17.md).

1. Scope

These terms govern the contractual relationship between

SeaSpots AS Hestvikveien 257 7247 Hestvika Norway

(hereinafter "SeaSpots") and the business that has registered for **SeaSpots Calendar** (hereinafter "the Customer").

2. Role of the service

SeaSpots Calendar is an availability calendar: the Customer keeps its occupancy in one place, shows availability on its own website through an embeddable widget, and can subscribe to its own calendar via ICS. The service does not accept payments, does not broker any bookings and never stands between the Customer and the Customer's customers. SeaSpots does not become a party to any agreement between the Customer and the Customer's customers.

3. Registration and account

- (1) Use requires registration with a SeaSpots account (one login per customer).
- (2) The Customer is obliged to provide complete and truthful information.
- (3) The person who registers the business confirms that they are authorised to bind it; the confirmation is recorded with the time and the terms version.
- (4) Access credentials and the secret address of the calendar subscription shall be treated confidentially. The address can be changed or switched off at any time in the console.
- (5) SeaSpots may block the account in the event of material breach (including non-payment). While the account is blocked, the widget shows a neutral message stating that the calendar is suspended. **Export of the Customer's data is available in every account state**, including while blocked.

4. Responsibility for content

- (1) The Customer is solely responsible for the content the Customer enters — calendar entries, titles, notes, customer register and the display name that is shown publicly.

(2) The Customer warrants that the content is correct, not misleading and does not infringe third-party rights.

(3) SeaSpots does not review content in advance.

5. Rights

The Customer grants SeaSpots a simple, non-exclusive right to store, reproduce and display the entered content to the extent necessary to operate the service (console, widget on the Customer's website and the Customer's own calendar subscription).

6. Agreements with the Customer's customers

Agreements on rental, accommodation or other services are concluded exclusively between the Customer and the Customer's customers. The Customer is responsible for complying with all legal requirements that apply to its own business (consumer protection, price information, tax, etc.).

7. Fees

(1) SeaSpots Calendar costs **NOK 1000/year excl. VAT (NOK 1 250/year incl. VAT)**, invoiced annually in advance.

(2) For businesses outside Norway the price is **EUR 100/year**. The invoice is issued without Norwegian VAT (reverse charge), where applicable.

(3) Invoicing takes place outside the product. There is no automatic renewal mechanism with card charges or the like. Continued use is invoiced openly per year, and non-payment is handled through dialogue and, if necessary, blocking under §3(5).

8. Liability and indemnification

(1) The Customer indemnifies SeaSpots against third-party claims arising from the Customer's content or the Customer's services.

(2) SeaSpots' liability is limited to direct loss and capped at the last year's fees, to the extent the law permits. Liability for indirect loss is excluded to the extent the law permits.

9. Technical availability and support

SeaSpots strives for high availability but does not guarantee uninterrupted operation. Calendar apps (Google, Apple and others) update ICS subscriptions at their own intervals. The widget on the Customer's website always fetches data directly from SeaSpots.

Support is offered by e-mail at support@seaspots.net. Enquiries are normally answered within one business day.

10. Term, termination and deletion

(1) The agreement runs until it is terminated. The Customer may terminate with effect from the end of the paid period by notice to support@seaspots.net.

(2) On termination, the calendar subscription stops working immediately, and the widget shows a neutral card. The Customer should remove the code snippet from its website.

(3) Active personal data belonging to the Customer is deleted without undue delay after the customer relationship has ended, unless the Customer first requests that it be handed over or the law requires longer retention. Backups form part of SeaSpots' ordinary backup and restore routines and are overwritten on a rolling basis. Any personal data in backups is deleted no later than 12 months after the customer relationship has ended. Export of the Customer's data is available until deletion.

11. Data protection

For personal data the Customer keeps about its customers, **the Customer is the controller and SeaSpots the processor**. The data processing agreement (GDPR Art. 28, **version 2026-10-17**) forms part of the contractual relationship and is available on SeaSpots' website. In the event of a new version of the data processing agreement, §12 applies accordingly.

For the Customer's own account data, SeaSpots is the controller. SeaSpots' privacy notice applies.

12. Changes to the terms

SeaSpots may update the terms. Versions are identified by date. Material changes are notified to the Customer in advance. The version the Customer has accepted is shown in the account's registration confirmation.

13. Final provisions

Norwegian law applies.

Disputes that are not resolved amicably are decided by **Trøndelag District Court (Trøndelag tingrett)**, to the extent the law permits.

Should individual provisions be invalid or unenforceable, this does not affect the validity of the remaining provisions.

SeaSpots AS · org. no. 837349222

Document

Terms of Service

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