

Terms of Service

Contractual partner

These terms are the contract between your company and Andreas Niemann IT Consulting Norway ENK (org. no. 929 247 124), Harevegen 31a, 7021 Trondheim, Norway. In these terms, "we" means Andreas Niemann IT Consulting Norway ENK and "you" means your company.

Scope of services / subject matter of the contract

This contract covers your use of FishReg. You use FishReg in your web browser and sign in with your SeaSpots account.

A stable internet connection is required to use the services of FishReg.net.

For technical reasons it is not possible to guarantee 100% availability. Technical faults, necessary maintenance work and faults by third parties can affect availability.

The provider tries to keep availability as high as possible.

The scope of services is limited to the offer information valid at the time of the order.

The provider is entitled to change and adapt the content of the services (e.g. for technological advances, bug fixes, new functions).

Contract conclusion

The contract is concluded exclusively in electronic business transactions via the provider's website, by telephone, in person or via electronic communication and, unless otherwise agreed, begins with immediate effect.

The offers presented represent a non-binding invitation to submit an offer through the customer order, which the provider can then accept.

Contract duration

The contract runs until you or we end it. It always follows the calendar year.

First 30 days. If you end the contract within 30 days of signing up, it ends at once and you are not invoiced.

After that. You can end the contract at the end of any calendar year. Your notice must reach us by 30 November (Norwegian time). Then the contract ends on 31 December. If your notice arrives later, the contract runs for one more calendar year. We can end the contract in the same way.

How to give notice. By e-mail to support@fishreg.net or by post to the address above.

Either side can still end the contract at once for an important reason, for example if the other side breaks its main duties under the contract again and again.

Prices

All prices are in Norwegian kroner (NOK), without VAT. We add VAT (mva) at the rate in force on the invoice date, now 25 %.

Terms of payment

Price. FishReg costs 1000 NOK a year, plus 50 NOK a year for each boat you register in FishReg. Prices are without VAT (see Prices).

What you pay for. You pay for one calendar year at a time, in advance.

When we invoice. We send the invoice for each year on 31 March of that year.

Your first year.

- If you sign up before 1 August, you pay for the whole of that calendar year. The first invoice comes 30 days after you sign up.
- If you sign up on 1 August or later, the rest of that year is free. The first invoice comes on 31 March of the next year.

How to pay. By bank transfer to the account and with the reference (KID) shown on the invoice, by the due date shown on the invoice. We do not accept other ways of paying.

If you have not paid by the due date, you are late with the payment, even if we have not sent a reminder.

You may only set off a claim you have against us if we accept it or a court has decided it.

Resale

The service is provided solely for the customers own use in connection with its business.

The customer may recover from its guests the actual cost of the subscription to the service, but may not charge end-users any amount exceeding the subscription fee paid by the customer.

Any resale of access to the service for profit is prohibited.

In the event of a violation of this provision, the provider shall be entitled to recover from the customer all revenues and profits obtained from such resale, without prejudice to the provider's right to claim additional damages. Violation of this provision constitutes a material breach of this agreement and may result in immediate suspension or termination of access to the service without refund.

Delivery terms

The service is also available before having been paid.

If the provider can no longer offer the service permanently, the provider has the right to withdraw from a contract with the customer.

The customer will be informed immediately and the payment for the respective billing period will be refunded.

Drafting of contracts

The text of the contract is saved by the provider. The customer has no way of directly accessing the stored contract text.

The customer can have errors corrected later during the ordering process by notifying the provider electronically.

Disclaimer

The provider is only liable in the event of a culpable violation of an essential contractual obligation. Liability is limited to foreseeable, contract-typical damage, at most up to the order value.

The provider assumes no liability for impairments and restrictions on the availability of the data that are beyond his control.

Maintenance work and further developments can lead to short-term restrictions on the availability of the service. If possible, the provider will carry out these activities at times when use is least likely.

Claims for damages by the customer are excluded unless otherwise stated for the following reasons.

Language, place of jurisdiction and applicable law

The contract can be drawn up in either German, English or Norwegian. The further execution of the contractual relationship takes place either in German, English or Norwegian.

Norwegian law applies exclusively. For consumers, this only applies to the extent that it does not restrict any legal provisions of the country in which the customer has his domicile or habitual abode.

The place of jurisdiction for disputes with customers who are not consumers, legal entities under public law or special funds under public law is the registered office of the provider.

Data protection

In connection with the initiation, conclusion, processing and reversal of a purchase contract based on these general terms and conditions, the provider collects, stores and processes data.

This is done within the framework of the legal provisions. The provider does not pass on any personal data of the customer to third parties, unless he is legally obliged to do so or the customer has given his prior express consent.

If a third party is used for services related to processing, the provisions of the GDPR are complied with. The data communicated by the customer in the course of the order will only be processed to establish contact within the framework of contract processing and only for the purpose for which the customer provided the data.

Insofar as the provider is subject to retention periods of a commercial or tax nature, the storage of some data can last up to ten years.

During the visit to the provider's website, anonymous data is logged, which does not allow any conclusions to be drawn about personal data and is also not intended.

At the customer's request, the personal data will be deleted, corrected or blocked within the framework of the legal provisions.

Free information about all personal data of the customer is possible. For questions and requests for deletion, correction or blocking of personal the customer can contact the following address for data as well as collection, processing and use:

Andreas Niemann IT Consulting Norway ENK, Harevegen 31a, 7021 Trondheim, Norway. Phone +47 413 83 142 or +49 157 525 10021. E-mail support@fishreg.net.

Severability clause

The invalidity of a provision of these general terms and conditions has no effect on the validity of the other provisions.

Andreas Niemann IT Consulting Norway ENK · org. no. 929247124

Document

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