

Sailingregister.com Terms of Usage

1. General

Sailingregister.com is a service produced and maintained by Fioni Ltd (hereafter "Fioni") at www.sailingregister.com. Service is an electric information system, which can be used to organize sailing events, sign-up for sailing events and similar purposes (hereafter "Service"). These terms of usage are applied to the use of Service and the user hereby accepts these terms of usage.

The following definitions apply:

Official's Service means chargeable functions of the Service, meant for organizers of sailing events.

Official means a juridical person who has registered to the Service and uses Official Services.

User means all Service users including Officials.

Usage data means recorded information from use of the Service.

Service contains both non-chargeable and chargeable sections. Valid price list for chargeable sections is located in address: www.sailingregister.com/offering.html.

Service usage requires registration as a Service user and acceptance of these terms of usage prior to registration. Officials must conduct a separate agreement with Fioni for Service usage.

2. User Name, Password and User Details

While registering to the Service, User accepts to enter valid user details according to the Your Privacy Rights document. Your Privacy Rights for the Service is located in address: www.sailingregister.com/pdf/yourprivacyrights.pdf.

Service usage is carried out with personal user name protected with password. User name is personal and it may not be assigned to a third party. User is responsible for Service usage with the own user name and accepts to store user name and password with care.

3. Usage of Personal Data

In processing and registration of personal data, Fioni conforms to rules and regulations of the Data Protection Act. Service Users are registered in a

Fioni's customer registry, which data can be utilized to maintaining and managing of customer relationship and to any other purpose related to the Service. Fioni has a right to send messages and notifications related to the Service usage to User. User data can be transferred to direct marketing purposes in accordance with the Data Protection Act.

Contacts related to inspection rights under the Data Protection Act must be sent in written form signed to the address specified in "Your Privacy Rights".

Fioni has the right to utilize and transfer data recorded from User to third parties for statistical research, market research and to any other similar purposes provided that information related to individual Users are not identifiable. Fioni also has a right to transfer user data to third parties, if the User is suspected of illegal activity or infringement of the agreement.

4. Service Usage Right and Rights to the Service

Fioni grants User the permission to use the Service according to these terms of usage. Fioni has the right to refuse granting the usage right for an individual user, who has not given all necessary user details of section 2 or details are entered inadequately or inappropriately.

Fioni has right to remove and change data saved by the User and right to utilize data recorded by User in marketing. User has all Intellectual Property Rights and other immaterial rights to content created by User, but Fioni is permitted to have free and unlimited right to utilize all data.

Service contents are protected according to the copyright law and all rights to the Service excluding User created content, belong to Fioni. Service can not be used as a part of a new service nor can it be utilized as part of a service to create new service for commercial purposes.

Fioni does not accept responsibility of correct preservation of User recorded data. User is obliged to save backup of data or ensure its preservation. Fioni does not accept responsibility for any content or rightfulness of content of the links in the Service or advertisements in the Service.

Service details can not be used in seafaring or navigation.

Fioni may restrict access to the Service without prior warning and Fioni does not guarantee Service to remain unchanged. Service might have interruptions required by maintenance. Fioni shall use commercially reasonable efforts to inform Users of any interruptions in the Service.

In case of interruptions of Service, Fioni is not responsible for any possible damages or expenses to the User.

5. Resigning from the Service

If User wishes to resign from the Service, User is required to issue request via email to the address: customerservice@sailingregister.com. User details of resigned User are removed from the Service, but Usage data are kept. If User has bought chargeable section of the Service with fixed-term contract, remaining payments are not refundable.

6. Chargeable Services

Chargeable Services are valid for fixed-term period from 1 month to 12 months according to the price list located in address: www.sailingregister.com/offering.html. Prices include value added tax according to the valid tax rate. Service charges do not include data transfer costs, which are payable by the User.

Right to use Service begins immediately after payment has been received and prior to the cancel period defined by the Consumer Protection Act and therefore User does not have right to cancel issued order.

Fioni has the right to change price list and service charges according to the **paragraph 8**.

When fixed-term agreement terminates, User's service packet is transferred to a non-chargeable service level. Fixed-term service packet can not be cancelled and paid service charges are not refunded, even though User would cease to use the Service.

Service payment is carried out during registration with credit card payment system. Service charges do not include potential credit card charges issued by the User's credit card provider.

7. Liability for Damages

Fioni is not under any circumstance liable for User for any direct or in-direct damages, which are related in any way to the Service or Service usage,

information or notifications which are available from the Service. Fioni is not responsible for damages due Service usage or potential malfunctions, technical errors, malicious programs, links or interruptions in the Service to User or thirds parties.

8. Changes to Usage Terms and Price List

Fioni reserves the right to change Service contents, price list and usage terms by notifying changes in Service or by email to User. Changes to Service contents, usage terms and price list come into effect on date notified by Fioni, however not earlier than 14 days after notice.

Changes to price list do not affect agreements made prior to notice.

9. Translations of Usage Terms

Finnish translation of the usage terms is the official version. Unofficial translations of usage rights can be provided.

10. Applicable Law and Resolutions of Disputes

The Service and its use are governed by the Finnish laws. Disputes between Fioni and User are resolved in conciliatory spirit by negotiations. If conciliation solutions can not be found, then disputes are resolved in Helsinki district court