General Terms of Service

SupaSailing Platform — Version 1.1 — effective 1 November 2026

These General Terms of Service (the "**Terms**") govern the subscription to and use of the SupaSailing software platform. They form part of every Order Form that refers to them.

Part A applies to every Customer. **Part B** applies in addition, and prevails over Part A, only where the Customer is a Consumer.

PART A — TERMS FOR ALL CUSTOMERS

1. Who we are

1.1 The Service is provided by **SUPASAILING, S.L.** ("**SupaSailing**", "**we**", "**us**"), a Spanish limited company with registered office at Calle Blanquerna 53, 1- C, 07003 Palma de Mallorca, Illes Balears, Spain, tax identification number (NIF) **B24999450**, registered with the Registro Mercantil de Palma de Mallorca, sheet (hoja) PM-105658.

1.2 Contact: legal@supasailing.com (legal and data protection), info@supasailing.com (support and billing), telephone +34 617 731 448.

2. Definitions

In these Terms:

- "**Agreement**" means the Order Form, these Terms, the Data Processing Agreement and any other schedule the Order Form incorporates.
- "**Authorised User**" means an individual the Customer allows to access the Service under its account (employees, crew, contractors, members or other persons acting for the Customer).
- "**Consumer**" means an individual acting for purposes outside their trade, business, craft or profession.
- "**Customer**" means the person or entity identified as the customer in the Order Form.
- "**Customer Data**" means all data, files and content that the Customer or its Authorised Users submit to the Service, or that the Service generates exclusively from them, including personal data.
- "**Data Processing Agreement**" or "**DPA**" means the SupaSailing Data Processing Agreement incorporated by the Order Form.
- "**Effective Date**" means the date and time at which the last party signs the Order Form, as recorded by the electronic signature system.
- "**Fees**" means the amounts payable under the Order Form.
- "**Module**" means each SupaSailing product line the Customer subscribes to (for example Fleet Management, Charter, Dock, Broker, Guild, Ferry, Merchant or Agent), as described in the Order Form.
- "**Order Form**" means the ordering document signed by both parties that lists the Modules, quantities, Fees and Subscription Term, or, where the Customer subscribes online, the plan, quantities and Fees the Customer selects and accepts in the sign-up or checkout process of the Service (including free plans).
- "**Service**" means the subscribed Modules, provided online as software-as-a-service, including their mobile and messaging interfaces, updates and documentation.
- "**Subscription Term**" means the initial term stated in the Order Form and each renewal term.

3. Structure of the Agreement and order of precedence

3.1 The Agreement consists of the Order Form, these Terms and the DPA. The Customer confirms it received a complete copy of each before signing and that it could store and reproduce them.

3.2 In case of conflict: (a) the particular conditions individually negotiated and written in the Order Form prevail; then (b) the DPA prevails on matters of personal data protection; then (c) these Terms apply.

3.3 Standard terms of the Customer (purchase orders, supplier portals, general purchase conditions) do not apply, even if referenced or accepted by clicking, unless SupaSailing expressly accepts them in writing in the Order Form.

4. How the Agreement is concluded

4.1 **Steps.** SupaSailing sends the Customer the Order Form together with these Terms and the DPA through its electronic signature system. The Customer reviews the documents, may ask for corrections before signing, and signs electronically. SupaSailing then countersigns. The Agreement is concluded at the Effective Date.

4.2 **Correcting errors.** Before signing, the Customer can correct any data entry error by declining the signature request and asking SupaSailing for a corrected Order Form. SupaSailing will issue a new version; the previous one lapses.

4.3 **Electronic signature.** The parties agree to conclude the Agreement by electronic signature. An electronic signature may not be denied legal effect or admissibility solely because it is in electronic form. SupaSailing keeps the signature audit trail (identity of signatories, email verification, timestamps, IP addresses and a cryptographic fingerprint of the signed documents), which the parties accept as evidence of the signature and of the content signed.

4.4 **Archiving and access.** SupaSailing archives the signed Agreement and its audit certificate, sends a copy of both to the Customer by email promptly after the Effective Date (and in any event within 24 hours), and makes it available again on request for the duration of the Agreement and the applicable limitation periods.

4.5 **Language.** The Agreement is concluded in English. Where a translation is provided, the English version prevails, except where mandatory law requires otherwise.

4.6 **Online sign-up.** Where the Customer creates an account or selects a plan in the Service, the Agreement is concluded when the person signing up ticks the box accepting these Terms and the DPA on behalf of the Customer and submits the form. That person confirms they are authorised to bind the Customer. SupaSailing records the acceptance (identity, organisation, date and time, IP address and the versions accepted). The accepted versions remain permanently available, with their PDF copies, at https:// supasailing.com/ legal/ terms- of- service and https:// supasailing.com/ legal/ dpa, and SupaSailing provides a copy of the acceptance record on request. Online sign-up is available only for use in the course of a trade, business or profession; Consumers subscribe through SupaSailing's sales team, so that Part B can be applied.

4.7 **Business customers.** Where the Customer is not a Consumer, the parties agree, as permitted by Article 27.2(a) and Article 28.3(a) of Spanish Law 34/2002 (LSSI), that the information duties of those articles are satisfied by this clause 4, without prejudice to the delivery of a copy of the Agreement.

5. The Service

5.1 **Provision.** SupaSailing will make the subscribed Modules available to the Customer and its Authorised Users during the Subscription Term, in accordance with the Agreement and the product documentation.

5.2 **Updates.** SupaSailing continuously develops the Service and may add, change or retire features. SupaSailing will not materially reduce the core functionality of a subscribed Module during a paid Subscription Term. If a change is materially detrimental to the Customer, SupaSailing will give at least thirty (30) days' notice and the Customer may terminate the affected Module before the change takes effect and receive a pro-rata refund of prepaid Fees for the unused period. Security fixes and changes required by law may be applied immediately.

5.3 **Availability.** SupaSailing targets a monthly availability of 99.5% for the production Service, excluding planned maintenance announced at least 48 hours in advance (normally outside 08:00–20:00 Central European Time), emergency security maintenance and events outside SupaSailing's reasonable control. Availability is a target, not a guarantee, unless the Order Form provides service credits.

5.4 **Support.** SupaSailing provides support by email (info@supasailing.com) and through the in-app channels on Spanish business days, 09:00–18:00 Central European Time, and aims to respond within one (1) business day. Critical incidents affecting the whole Service are handled with priority.

5.5 **Onboarding.** If the Order Form includes onboarding, configuration, data migration or training services, SupaSailing will perform them with reasonable skill and care on the dates agreed with the Customer.

5.6 **Trials and test versions.** A free trial, pilot or test version offered for evaluation for a limited period is provided "as is".

Under Article 31(2) of Regulation (EU) 2023/2854 (Data Act), Chapter VI of that Regulation does not apply to it. Customer Data entered during a trial is kept for thirty (30) days after the trial ends and then deleted unless the Customer subscribes.

6. Accounts and Authorised Users

6.1 The Customer is responsible for the Authorised Users it invites and for their compliance with the Agreement, and for keeping its account credentials confidential. Where available, the Customer should enable multi-factor authentication for all Authorised Users.

6.2 Subscriptions are sold per unit (for example per vessel, per berth, per user or per organisation) as stated in the Order Form. The Customer will not exceed the purchased quantities; additional units are charged at the prices in the Order Form or, failing that, at the current list price, pro rata for the remaining billing period.

6.3 The Customer must notify SupaSailing without undue delay of any unauthorised use of its accounts or any security incident it becomes aware of.

7. Acceptable use

7.1 The Customer will not, and will ensure its Authorised Users do not:

- (a) use the Service in breach of applicable law, including data protection, maritime, export control and sanctions law;
- (b) upload content that infringes third-party rights or is unlawful, or malware;
- (c) attempt to gain unauthorised access to the Service or other customers' data, or probe, scan or test its vulnerabilities without SupaSailing's written consent;
- (d) interfere with or disrupt the Service, or impose an unreasonable load on it;
- (e) copy, modify, reverse engineer or create derivative works of the Service, except to the extent permitted by mandatory law;
- (f) resell, sublicense or make the Service available to third parties other than Authorised Users;
- (g) use the Service to build a competing product or to benchmark it for publication without consent;
- (h) rely on the Service as the sole means of meeting safety-critical, navigational or regulatory obligations.

7.2 **Operational decisions.** The Service is a management tool. It does not replace professional judgement, the master's authority, flag-state or class requirements, or regulatory verification. The Customer remains responsible for the accuracy of the data it enters and for the decisions it takes on the basis of the Service.

8. Customer Data

8.1 **Ownership.** As between the parties, the Customer owns the Customer Data. The Customer grants SupaSailing a non-exclusive, worldwide licence to host, process, transmit and display Customer Data only as necessary to provide, secure and support the Service and as otherwise instructed by the Customer.

8.2 **No other use.** SupaSailing will not sell Customer Data, will not use it for its own purposes, and will not use it to train or improve artificial intelligence models, whether its own or third parties'.

8.3 **Aggregated statistics.** SupaSailing may compile statistics about the use and performance of the Service that are fully anonymised and aggregated, so that neither the Customer nor any individual can be identified, and use them to operate and improve the Service.

8.4 **Personal data.** To the extent Customer Data includes personal data, SupaSailing processes it as a processor on behalf of the Customer under the DPA, which forms part of the Agreement.

8.5 **Customer's responsibility.** The Customer is responsible for the lawfulness of the Customer Data, including having a lawful basis to process personal data of its crew, guests, clients, members and other data subjects through the Service, and for any special categories of personal data (such as health data in medical fitness certificates) it chooses to store.

8.6 **Backups.** SupaSailing maintains backups of the Service for disaster recovery as described in the DPA. Backups are not a substitute for the Customer's own export of data it needs to retain.

9. Artificial intelligence features

9.1 Some Modules include features that use artificial intelligence systems (for example assistants, document reading, voice transcription or text suggestions). SupaSailing is the provider of these features and integrates general-purpose AI models supplied by third parties listed in the DPA.

9.2 Where a feature interacts with people or generates content, SupaSailing informs the user that AI is being used, in the interface and at the latest at the first interaction, in line with Article 50 of Regulation (EU) 2024/1689 (AI Act).

9.3 AI outputs may be incomplete or inaccurate. The Customer must ensure that a competent person reviews AI outputs before relying on them for operational, safety, legal, financial or employment decisions. AI features must not be used for purposes that are prohibited by, or classified as high-risk under, the AI Act (including ranking or selecting candidates for employment) without SupaSailing's prior written agreement.

9.4 The Customer owns the outputs generated from its Customer Data, to the extent permitted by law. Customer Data submitted to AI features is processed only to produce the requested output and is not used to train models (clause 8.2). The Customer may disable optional AI features where the Module allows it.

10. Third-party services

The Service can connect to third-party services chosen by the Customer (for example payment providers, messaging apps, email accounts, calendars, banking or AIS data). Those services are governed by the third party's own terms. SupaSailing is not responsible for their availability or for data once transferred to them at the Customer's request, but remains responsible for the sub-processors it engages under the DPA.

11. Fees, invoicing and payment

11.1 **Fees.** The Customer pays the Fees in the Order Form. Unless stated otherwise, Fees are in euros and **exclusive of VAT** and other indirect taxes, which are added where applicable according to Spanish and EU tax law.

11.2 **Billing.** Recurring Fees are invoiced in advance for each billing period (monthly or annual) stated in the Order Form. One-off Fees are invoiced on signature unless the Order Form states otherwise.

11.3 **Electronic invoices.** The Customer consents to receive invoices in electronic form, by email to the billing address in the Order Form, in accordance with Article 9.2 of Spanish Royal Decree 1619/2012. The Customer may withdraw this consent in writing, subject to any mandatory electronic invoicing rules that apply.

11.4 **Payment.** Where payment is by card or direct debit through SupaSailing's payment provider, the Customer authorises SupaSailing to charge the Fees at the start of each billing period. Where payment is by bank transfer, invoices are payable within **fifteen (15) days** of the invoice date. Payment terms never exceed sixty (60) days.

11.5 **Activation.** Unless the Order Form states otherwise, the Service is activated once the first payment is received; where the agreed payment method is bank transfer, the Service is activated on the Effective Date and the first invoice follows the terms of clause 11.4.

11.6 **Late payment (business customers).** If a business Customer pays late, it owes, without the need for a reminder, statutory late-payment interest under Spanish Law 3/2004 (the European Central Bank reference rate plus eight percentage points) and a fixed compensation of forty euros (EUR 40) per invoice, plus any further reasonable recovery costs.

11.7 **Suspension for non-payment.** If an amount remains unpaid fifteen (15) days after SupaSailing has sent a written reminder, SupaSailing may suspend access to the Service until payment. Customer Data is not deleted because of a suspension, and export remains available on request.

11.8 **Price changes.** SupaSailing may change its prices with effect from the next renewal of the Subscription Term by giving at least sixty (60) days' written notice. If the Customer does not accept the new prices, it may terminate at the end of the current Subscription Term by giving notice before the renewal.

11.9 **Refunds.** Fees are non-refundable except where these Terms or mandatory law provide otherwise (clauses 5.2, 13.3, 16.6 and Part B).

12. Term and renewal

12.1 The Agreement starts on the Effective Date and continues for the Subscription Term stated in the Order Form.

12.2 Unless the Order Form states otherwise, each Subscription Term renews automatically for a period equal to the billing period (one month for monthly plans, twelve months for annual plans), unless either party gives written notice of non-renewal at least **thirty (30) days** before the end of the current term for annual plans, or before the next billing date for monthly plans.

12.3 SupaSailing sends a reminder of the upcoming renewal and of the deadline for non-renewal at least fifteen (15) days before that deadline.

12.4 Notice of non-renewal may be given by email to info@supasailing.com, or through the account settings where available.

13. Termination

13.1 Either party may terminate the Agreement, or the affected Module, by written notice if the other party materially breaches the Agreement and does not cure the breach within thirty (30) days of receiving notice describing it.

13.2 Either party may terminate the Agreement with immediate effect by written notice if the other party becomes insolvent, enters into liquidation, or ceases its business, to the extent permitted by law.

13.3 If the Customer terminates under clause 13.1 or 13.2, SupaSailing refunds prepaid Fees for the period after termination. If SupaSailing terminates under clause 13.1 for non-payment or 13.2, Fees for the remainder of the committed Subscription Term become payable as an early termination fee, unless the Order Form states otherwise.

13.4 On termination or expiry, the rights of access end, and clause 14 (switching and exit) governs the return and deletion of Customer Data. Clauses that by their nature should survive (including 8, 11 for amounts due, 14, 15, 16, 17 and 21) survive termination.

14. Switching, data export and exit (Data Act)

14.1 **Scope.** This clause implements Chapter VI of Regulation (EU) 2023/2854 (Data Act) for the Service. It applies to all Customers and prevails over any other provision of the Agreement that would hinder switching.

14.2 **Switching notice.** The Customer may at any time notify SupaSailing, by email to legal@supasailing.com, that it wishes to: (a) switch to another provider of data processing services; (b) move its data to its own infrastructure; or (c) have its exportable data erased. The maximum notice period to start the switching process is **one (1) month** (never more than two (2) months).

14.3 **Transitional period.** After the notice period, SupaSailing completes the switching process without undue delay and within a transitional period of **thirty (30) calendar days**, during which it continues to provide the Service, keeps full security, gives reasonable assistance, and informs the Customer of any known risk to continuity. If thirty days are technically unfeasible, SupaSailing will inform the Customer within fourteen (14) working days of the switching request, with reasons and an alternative period of no more than seven (7) months. The Customer may extend the transitional period once, for a period it considers more appropriate.

14.4 **Exportable data.** The data and digital assets that can be exported are listed in **Schedule A** (Exportable Data and Formats). They include, at a minimum, all input and output data the Customer or its Authorised Users generated or co-generated through the Service. Data that is exclusively related to the internal functioning of the Service and whose export would disclose SupaSailing's trade secrets (for example source code, internal logs, security configurations and fraud-prevention signals) is excluded, as listed in Schedule A.

14.5 **Formats and interfaces.** Exportable data is provided in structured, commonly used and machine-readable formats (such as CSV, JSON or XLSX for structured data, and files in their original format), through self-service export or on request. Up-to-date information on data structures, formats and known limitations is published at https://supasailing.com/legal/data-portability.

14.6 **Retrieval period.** The Customer may retrieve its exportable data for at least **thirty (30) calendar days** after the end of the transitional period, or after termination where no switching was requested.

14.7 **Erasure.** After the retrieval period, SupaSailing erases all exportable data and digital assets of the Customer, including copies, except where law requires retention (in which case the data is blocked and kept only for that purpose). Residual copies in encrypted backups are overwritten within the normal backup cycle, of no more than ninety (90) days, and are used only for disaster recovery in the meantime.

14.8 **Termination on switching.** The Agreement terminates automatically on the successful completion of the switching process, or at the end of the notice period where the Customer requested erasure only. The Customer will be informed of the termination.

14.9 **No switching charges.** SupaSailing does not charge any fee for switching or data export. Standard service Fees for the period until termination, and any early termination fee disclosed in the Order Form for a committed Subscription Term, are not switching charges.

14.10 **International access.** Information on the jurisdiction of the infrastructure used for the Service, and on the measures to prevent unlawful access by non-EU governments to non-personal data, is published at https://supasailing.com/legal/data-portability and forms part of this Agreement by reference.

15. Confidentiality

15.1 Each party will keep confidential all non-public information disclosed by the other party in connection with the Agreement that is marked or would reasonably be understood as confidential, use it only to perform the Agreement, and protect it with at least reasonable care.

15.2 This obligation does not apply to information that is or becomes public without breach, was lawfully known to the recipient beforehand, is independently developed, or must be disclosed by law or order of an authority (in which case the recipient will, where lawful, notify the other party).

15.3 The obligation lasts for the term of the Agreement and five (5) years after it ends; trade secrets remain protected for as long as they qualify as such.

16. Intellectual property

16.1 SupaSailing and its licensors own all rights in the Service, including software, designs, documentation and trademarks. The Customer receives a non-exclusive, non-transferable right to use the Service for its internal business purposes during the Subscription Term, within the purchased quantities.

16.2 If the Customer gives feedback or suggestions, SupaSailing may use them freely without obligation.

16.3 SupaSailing will defend the Customer against any third-party claim that the Service, as provided by SupaSailing and used in accordance with the Agreement, infringes that third party's intellectual property rights in the European Union, and will pay the damages finally awarded or agreed in settlement, provided the Customer promptly notifies SupaSailing, lets SupaSailing control the defence and cooperates reasonably.

16.4 If such a claim arises or is likely, SupaSailing may procure the right for the Customer to keep using the Service, modify it to be non-infringing, or, if neither is reasonably possible, terminate the affected Module and refund prepaid Fees for the unused period.

16.5 Clause 16.3 does not apply to claims arising from Customer Data, third-party services chosen by the Customer, or use of the Service in breach of the Agreement or combined with items not supplied by SupaSailing.

16.6 The Customer will defend and indemnify SupaSailing against third-party claims arising from Customer Data or from use of the Service in breach of clause 7 or of applicable law.

17. Warranties and liability

17.1 SupaSailing warrants that it will provide the Service with reasonable skill and care and substantially in accordance with its documentation. If it does not, the Customer's remedy is that SupaSailing re-performs or corrects the Service within a reasonable time, or, if it cannot, that the Customer may terminate the affected Module and receive a refund of prepaid Fees for the non-conforming period. Except as expressly stated in the Agreement, the Service is provided without further warranties, to the extent permitted by law.

17.2 **Limitation.** Subject to clause 17.4, each party's total liability arising out of or in connection with the Agreement, in any calendar year, is limited to the Fees paid and payable by the Customer under the Agreement in the twelve (12) months before the event giving rise to the liability or, if greater, one hundred euros (EUR 100), which also applies to free plans.

17.3 **Excluded losses.** Subject to clause 17.4, neither party is liable for loss of profit, revenue, business or goodwill, or for indirect or consequential loss.

17.4 **Unlimited liability.** Nothing in the Agreement limits or excludes liability for wilful misconduct (dolo) or gross negligence, for death or personal injury caused by negligence, for the Customer's obligation to pay Fees, for the indemnities in clauses 16.3 and 16.6, or for any other liability that cannot be limited or excluded under applicable law.

17.5 This clause 17 does not apply to Consumers, whose rights are governed by Part B and mandatory law.

18. Suspension

SupaSailing may suspend access of the Customer or specific Authorised Users, to the minimum extent and for the minimum time necessary, if their use poses an imminent risk to the security or integrity of the Service or of other customers, or is manifestly unlawful. SupaSailing will notify the Customer promptly, explain the reason and restore access once the cause is resolved.

19. Force majeure

Neither party is liable for failure or delay in performing its obligations (other than payment obligations) caused by events beyond its reasonable control, including natural disasters, war, terrorism, pandemics, general failure of the internet or energy supply, or acts of authorities. The affected party will notify the other and use reasonable efforts to mitigate. If the event lasts more than sixty (60) days, either party may terminate the affected Module with a pro-rata refund of prepaid Fees.

20. Changes to these Terms

20.1 SupaSailing may amend these Terms or the DPA for objective reasons, such as changes in the law, security requirements, or the introduction of new features, by giving at least thirty (30) days' written notice with the amended text.

20.2 Amendments apply from the next renewal of the Subscription Term, except those required by law or security, which apply from the date stated in the notice. If an amendment is materially detrimental to the Customer, the Customer may terminate the Agreement before it takes effect, with a pro-rata refund of prepaid Fees.

20.3 Changes to Fees are governed by clause 11.8. Nothing in this clause allows SupaSailing to change the Order Form without the Customer's agreement.

21. Governing law and disputes

21.1 The Agreement is governed by **Spanish law**, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

21.2 **Negotiation first.** Before bringing any claim, the party raising a dispute will notify the other in writing describing it, and both parties will negotiate in good faith for at least thirty (30) days, which constitutes the prior attempt at resolution required by Spanish Organic Law 1/2025 where applicable.

21.3 **Courts.**

- (a) If the Customer is a business domiciled **outside Spain**, the courts of **Palma de Mallorca** (Spain) have exclusive jurisdiction.
- (b) If the Customer is a business domiciled **in Spain**, disputes are resolved by the courts competent under the applicable rules of civil procedure.
- (c) If the Customer is a **Consumer**, the courts of the Consumer's domicile are competent, and the Consumer may also bring proceedings before the courts of Palma de Mallorca.

22. General

22.1 **Notices.** Notices under the Agreement are given in writing by email to the addresses in the Order Form (for SupaSailing: legal@supasailing.com) and are effective on receipt. Each party will keep its contact details up to date.

22.2 **Assignment and subcontracting.** Neither party may assign the Agreement without the other's consent, which will not be unreasonably withheld, except that SupaSailing may assign it to a successor of its business with notice to the Customer. SupaSailing may use subcontractors and remains responsible for them; sub-processors of personal data are governed by the DPA.

22.3 **Entire agreement.** The Agreement is the entire agreement between the parties on its subject and replaces any prior proposals or understandings. Nothing in this clause limits liability for fraud.

22.4 **Severability.** If any provision is held invalid or unenforceable, the rest of the Agreement remains in force and the provision is replaced by a valid one that comes closest to its purpose.

22.5 **No waiver.** A failure or delay in exercising a right is not a waiver of it.

22.6 **Independent parties.** The parties are independent contractors. Nothing in the Agreement creates a partnership, agency or employment relationship.

22.7 **Publicity.** SupaSailing may name the Customer as a customer (name and logo) on its website and in sales materials, unless the Customer objects in writing at any time.

PART B — ADDITIONAL TERMS FOR CONSUMERS

This Part B applies only where the Customer is a Consumer. It adds to and, where inconsistent, prevails over Part A. Nothing in the Agreement deprives a Consumer of the protection of mandatory provisions of the law of their habitual residence.

B1. Pre-contractual information

Before signing, SupaSailing provides the Consumer with the information required by consumer law, including the total price per billing period with taxes included, the duration and renewal of the subscription, the conditions for termination, the right of withdrawal and the model withdrawal form (Consumer Annex). Consumers resident in Spain also receive this information in Spanish.

B2. Right of withdrawal

B2.1 The Consumer may withdraw from the Agreement within **fourteen (14) calendar days** from the Effective Date, without giving any reason and without any cost other than clause B2.3.

B2.2 To withdraw, the Consumer informs SupaSailing of the decision by an unequivocal statement: by using the "**withdraw from contract here**" function linked in the confirmation email and in the account, by email to legal@supasailing.com, or by post to the address in clause 1.1. The Consumer may use the model withdrawal form in the Consumer Annex, but it is not mandatory. SupaSailing acknowledges receipt of the withdrawal without delay on a durable medium.

B2.3 If the Consumer expressly requested that the Service start during the withdrawal period, and then withdraws, the Consumer pays an amount proportionate to the Service provided until the withdrawal, calculated on the basis of the total price. SupaSailing refunds all other payments received from the Consumer, using the same means of payment, within fourteen (14) days of receiving the withdrawal.

B3. Conformity and updates

SupaSailing supplies the Service in conformity with the Agreement throughout the Subscription Term and provides the updates, including security updates, necessary to keep it in conformity. If the Service is not in conformity, the Consumer is entitled to have it brought into conformity, to a proportionate price reduction or to terminate the Agreement, under the applicable consumer law.

B4. Changes to the Service

SupaSailing may change the Service only for a valid reason (such as adapting it to new technology, security or legal requirements), at no additional cost to the Consumer, and with clear information. If a change has more than a minor negative impact on the Consumer's access to or use of the Service, the Consumer may terminate the Agreement free of charge within thirty (30) days of the notice of the change or of the change, whichever is later, and receive a pro-rata refund.

B5. Term, renewal and cancellation

B5.1 A Consumer may cancel the subscription at any time, with effect at the end of the current billing period, in the same way in which the Agreement was concluded, by email, or through the account settings. No penalty applies.

B5.2 SupaSailing informs the Consumer at least fifteen (15) days before the deadline to give notice of non-renewal.

B5.3 Clauses 11.6 (late-payment interest and compensation), 13.3 (early termination fee), 16.6 (indemnity) and 17.2–17.4 (limitation of liability) do not apply to Consumers.

B6. Complaints

Consumers may submit complaints by post (Calle Blanquerna 53, 1-C, 07003 Palma de Mallorca, Spain), by telephone (+34 617 731 448) or by email (legal@supasailing.com). SupaSailing acknowledges each complaint and replies within **fifteen (15) days**. SupaSailing is not currently adhered to a consumer arbitration system; Consumers may contact the consumer authorities of their place of residence.

SCHEDULE A — EXPORTABLE DATA AND FORMATS

For every Module: account, users, roles and settings; all records created by the Customer or its Authorised Users; uploaded files in their original format; audit and activity logs relating to the Customer.

Fleet Management: vessels, equipment, maintenance tasks and history, inventory; crew records, certificates, schedules, rest hours and timesheets; trips, guests, menus and provisioning lists; checklists, logbook entries and ISM forms; uploaded documents and photos (original files).
Ferry: vessels, equipment, maintenance tasks and history, inventory; crew records, certificates, schedules, rest hours and timesheets; trips, guests, menus and provisioning lists; checklists, logbook entries and ISM forms; uploaded documents and photos (original files).
Merchant: vessels, equipment, maintenance tasks and history, inventory; crew records, certificates, schedules, rest hours and timesheets; trips, guests, menus and provisioning lists; checklists, logbook entries and ISM forms; uploaded documents and photos (original files).
Dock: sites, docks, berths and maps; clients, family members, vessels, ownership history and authorisations; stays, bookings, contracts and signed documents; invoices, payments, direct debit mandates and batches; meter readings and their photos; work orders, estimates, purchases, timesheets and absences; surveys, inspections and uploaded documents and photos (original files).
Guild: members, applications, references and memberships; qualifications and dossiers; events, attendees and check-ins; governance ballots and results; invoices and payments; uploaded documents (original files).
Broker: leads, contacts and activities; vessel listings, private dossiers and photos; email tracking history; landing pages and form submissions.
Charter: yachts, availability and rates; reservations, guests and preference sheets; proposals, agreements and signatures; payments, invoices and refunds; itineraries, brochures and crew schedules.
Agent (port agency): port calls, disbursement accounts and expenses; crew changes, members, travel and documents; principals, vendors and contacts; invoices, payments and email archive.

Formats: CSV, XLSX or JSON for structured data; original formats for files (PDF, images, documents); PDF for signed documents with their audit certificate.

Excluded (internal functioning / trade secrets): source code and binaries of the Service; internal system logs and metrics

not specific to the Customer; security configurations, keys and fraud-prevention signals; SupaSailing's own templates, pricing models and product documentation (the latter remain publicly available).