



Terms of Use (sealect.app)

Version: 1.0 · **Effective from:** 25 August 2026 · **Nature:** business-to-consumer (B2C) contract · *English translation; the Italian version prevails.*

These Terms of Use ("**Terms**") govern the use of the website `sealect.app` (the "**Site**") and of the intermediation services offered through it by anyone looking for and booking a water sports activity (the "**User**", "you"). By using the Site, booking an Activity or creating an account the User accepts the Terms.

This is a **consumer** contract. All mandatory protections afforded by the Italian Consumer Code and by European law remain unaffected, and no clause of these Terms may limit them.

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

- **Site:** `sealect.app` and the features available on it (search, School profiles, booking, payment, reviews, personal area).
- **Provider:** Fabio Carucci, as identified in §1. Also referred to as "Sealect".
- **School:** the school, sports centre or rental business that publishes its activities on the Site and delivers them.
- **Activity:** the lesson, course, outing, rental or experience offered by a School.
- **Booking:** the purchase of an Activity concluded through the Site.
- **School Terms:** the commercial and operational terms set by the School for a specific Activity, including cancellation, refund, no-show, participation requirements and included services.

3. The Service

3.1 Sealect operates an **intermediation** platform that connects the User with the Schools and makes it possible to browse Activities, check their availability and book them with online payment.

3.2 Sealect does not organise the Activities, does not employ the instructors, does not set prices and does not establish the School Terms.

3.3 The Site is provided "as is" and "as available", subject to §13.

4. Who the User contracts with

This is the most important paragraph in this document.

4.1 On Booking, the contract for the purchase of the Activity is concluded **between the User and the School**. Sealect is not a party to that contract.

4.2 The School is the seller: it delivers the Activity, issues the invoice and is responsible for the quality, conformity and safety of the service.

4.3 Sealect makes available the platform on which the Booking takes place and collects payment on the School's behalf through the payment provider named in §6, retaining a commission for the intermediation service.

4.4 For everything concerning the performance of the Activity, the User's counterparty is the School.

5. Accounts and booking as a guest

5.1 The User may book **without creating an account**, providing name, email address and a telephone number. This information is needed to send the confirmation and reminders and to allow the School to make contact.

5.2 If an account is created, the User undertakes to provide accurate information and to keep it up to date, and is responsible for safeguarding the credentials and for activity carried out through the account.

5.3 Accounts are personal and non-transferable.

5.4 The Site is intended for adults. Anyone booking for a minor does so as a person exercising parental responsibility or with their consent.

6. Bookings and payments

6.1 Before confirming, the User is shown the total price, any add-ons selected and the School Terms applicable to that specific Activity.

6.2 Payment is processed by **Stripe**. Sealect does not store the User's card details.

6.3 The Booking is concluded on receipt of the confirmation email. Until then the place is held for a limited time and may become available again.

6.4 The invoice, where requested, is issued by the School.

7. Right of withdrawal

7.1 The fourteen-day right of withdrawal for distance contracts **does not apply** to contracts for the supply of leisure services which provide for a specific date or period of performance, pursuant to Article 59(1)(n) of the Italian Consumer Code.

7.2 The School Terms under §8 remain applicable and may be more favourable to the User.

8. Cancellations, changes and no-shows

8.1 The School Terms are **set by each School** and vary from one Activity to another.

8.2 The applicable School Terms are shown to the User before payment and continue to apply to that Booking even if the School changes them afterwards: what was shown at the time of purchase prevails.

8.3 Where the School Terms provide for a fee in the event of a no-show, the amount or percentage is expressly stated before payment.

8.4 The School may cancel or reschedule an Activity, including because weather or sea conditions are unsuitable. In that case the User is notified and, where possible, offered an alternative date or a refund.

8.5 Refunds due are issued to the payment method used. The time taken to appear depends on the card issuer.

9. Complaints and disputes with the School

9.1 For any complaint relating to the Activity the User contacts the School first, as its contractual counterparty.

9.2 Failing a solution, the User may write to the support address given in §1. Sealect may contact the School, look into what happened and, where the case warrants it, act on the payment.

9.3 Sealect is not required to step into the School's place in delivering the service, nor to compensate for services it did not provide.

9.4 The User's statutory rights against the School are unaffected.

10. Reviews

10.1 The User may publish a review after actually taking part in an Activity booked through the Site. Reviews are accepted only from purchasers, so that they reflect genuine experiences.

10.2 A review must relate to the User's own direct experience. Offensive or discriminatory content, third parties' personal data, advertising, and reviews published in exchange for payment are not permitted.

10.3 The School may reply publicly.

10.4 Anyone may report a review believed to breach these rules. Reports are examined and the review may be removed.

10.5 A review is **not** removed merely because it is negative.

11. User-uploaded content

11.1 A User who uploads photographs or other content, including by entering promotional initiatives, retains the rights in it.

11.2 The User grants Sealect a free, non-exclusive and revocable licence to display that content on the Site and on Sealect's channels as part of the initiative entered.

11.3 By uploading content the User confirms being entitled to do so and that it does not infringe third-party rights. If it depicts identifiable people, the User confirms having their consent.

11.4 Removal may be requested at the support address given in §1.

11.5 Individual initiatives may have their own rules, which apply in addition to these Terms.

12. Acceptable use

12.1 The User may not:

- provide untrue information, or book on behalf of third parties without their consent;
- extract data by automated means, or reproduce the content of the Site;
- interfere with the operation of the service or attempt to access restricted areas;
- use the Site for unlawful purposes or to harass other Users or the Schools.

12.2 A breach of this paragraph entitles Sealect to take the measures set out in §15.

13. Availability and School content

13.1 Sealect endeavours to keep the Site available and working but does not guarantee uninterrupted access. The service may be suspended for maintenance or technical reasons.

13.2 Information published by the Schools, including descriptions, prices and availability, is supplied by the Schools themselves. Sealect carries out checks on the Schools admitted to the platform but does not guarantee the accuracy of every individual item of content.

13.3 Weather and sea condition information, where shown, is **indicative**, comes from third-party sources and does not replace the School's judgement or the User's own.

14. Liability

14.1 Sealect is responsible for the operation of the intermediation platform.

14.2 Sealect is not responsible for the performance of the Activities, which is the School's sole responsibility, nor for events attributable to the User, to

third parties or to force majeure.

14.3 Nothing in these Terms limits Sealect's liability where the law does not permit it, in particular for wilful misconduct, gross negligence and personal injury.

15. Suspension and closure of accounts

15.1 The User may close the account at any time from the profile settings. Bookings already confirmed remain valid and continue to be governed by the School Terms.

15.2 Sealect may suspend or close an account that breaches these Terms, giving notice unless doing so is impossible or counterproductive.

16. Personal data

16.1 The processing of Site Users' personal data is described in the **Privacy Policy** and the **Cookie Policy**, both linked from the Site.

16.2 The data controller is the Provider identified in §1.

16.3 On Booking, the data needed to deliver the service is passed to the School, which processes it as an **independent controller** for that purpose.

17. Changes to the Terms

17.1 Sealect may update these Terms. Material changes are announced through the Site or by email with reasonable notice.

17.2 Bookings already made continue to be governed by the version in force at the time of purchase.

18. Governing law and jurisdiction

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

18.2 For disputes with a consumer, jurisdiction lies with the court of the consumer's place of residence or elected domicile, where located within Italy, pursuant to Article 66-bis of the Italian Consumer Code.

18.3 The User may in any case apply to a mediation or alternative dispute resolution body competent for the matter.

19. Final provisions

The invalidity of any clause does not affect the others. Failure to exercise a right does not constitute a waiver of it. These Terms constitute the entire agreement between the User and Sealect in relation to the use of the Site, without prejudice to the contracts concluded with the Schools.