

Terms of service

Version 1.0, effective 2026-08-31

1. The agreement

These terms govern the use of Kystdata.io, an oceanographic data platform provided by Nordic USV AS, organisation number 930 919 365, Thormøhlens gate 51, 5006 Bergen, Norway ("Nordic USV", "we").

The agreement is between Nordic USV and the organization that has been given access to the platform (the "customer"). You use the platform on behalf of your organization. In these terms, "you" means the person using the platform, and "the customer" means the organization.

If the customer has a signed agreement with Nordic USV, the signed agreement prevails over these terms where the two differ. Organization administrators find the signed agreement under Settings, Legal, in the platform.

The data processing agreement forms part of these terms. It governs how we process personal data on the customer's behalf.

2. The service

In Kystdata.io the customer can order, receive, analyze and export oceanographic data. The data comes from uncrewed surface vessels, data buoys and laboratory analyses performed by our laboratory partners. Which surveys, deliveries and analyses are included follows from the quote and agreement for each project.

Some features fetch data from public sources such as Kartverket, the Norwegian Environment Agency and Vann-Nett. Those sources' own licence terms apply to data taken from them.

3. Accounts and access

Your user account is personal. Keep your password and other credentials to yourself, and do not share your account with others. If you suspect that someone has gained access to an account without being entitled to it, notify us as soon as possible at info@nordicusv.com.

The customer's organization administrators decide who in the organization has access and which role they have. They are also responsible for removing access for people who leave.

4. Customer data

The customer owns the data we collect for it and the data it uploads itself. Nordic USV processes the data to deliver, operate, secure and improve the platform, and otherwise as agreed with the customer. We do not use customer data to train AI models.

Content the AI features produce from the customer's data is part of the customer's data.

The customer must have the right to use the data it uploads, and is responsible for its users following these terms.

How we process personal data is described in the privacy policy and the data processing agreement.

5. What the platform must not be used for

You must not use the platform to

- break the law
- try to access data or systems you are not entitled to
- probe or circumvent security measures
- do anything that puts the operation of the service or other customers' data at risk

If we have good reason to believe that a user is breaking this section, we may close access temporarily. We notify the customer when we do.

6. AI features

The AI features are off until an organization administrator at the customer turns them on in the organization settings. Turning them on is the customer's instruction to us to send project content to the AI providers in the sub-processor list. The privacy policy describes what is sent. The activation is recorded in the organization's activity log, with who turned the features on and when.

The AI features are built on general-purpose AI models from third parties. The content they produce is generated automatically and can be wrong, incomplete or biased. The AI is an aid, not an adviser. The customer is responsible for checking figures, texts and answers the AI has produced before using them as a basis for decisions or passing them on, for example in reports to authorities. Where the law requires AI-generated content to be disclosed when it is published, that is the customer's responsibility.

Do not type personal data about other people, or confidential information you are not entitled to share, into the AI assistant.

Nordic USV also uses AI tools internally, for example to read laboratory documents and to draft quotes. They run on EU-hosted services, do not train on the content, and are not affected by the customer's AI setting.

7. Beta features

We release features marked "beta" before they are finished, so customers can start using them early. Beta features can be changed or removed without notice, and they can fail. We give no other warranties for them than the general commitments in these terms.

8. Availability and help

We do what we can to keep the platform available at all times, but we do not guarantee operation without interruptions. We schedule planned maintenance outside normal Norwegian working hours where practical. If you need help, email info@nordicusv.com. If the customer has its own agreement, it may contain uptime and response-time requirements (service levels) beyond this.

9. Fees and payment

Prices, invoicing and payment terms follow from the quote and agreement for each project or subscription. Unless otherwise agreed, invoices are due 14 days from the invoice date. Late payment accrues interest under the Norwegian Act relating to Interest on Overdue Payments. If an invoice is more than 30 days overdue, we may close access after written notice until it is paid.

10. Ownership of the platform (intellectual property)

Nordic USV owns the platform, including its software, design and documentation. The customer gets the right to use the platform in its own business for as long as the customer relationship lasts. The right is non-exclusive (other customers get the same right) and cannot be transferred to others. Nordic USV may use feedback about the service freely and without compensation.

11. Confidentiality

Each party keeps the information it receives from the other, and which is not publicly available, confidential. That includes customer data, prices and technical details about the platform. The parties may still share information when the law requires it, and with advisers who are themselves bound by confidentiality. The duty lasts for five years after the customer relationship ends.

12. Liability

Neither party is liable for indirect losses. That includes

- lost profit
- data that is lost beyond what we can restore from our backups
- losses from decisions based on data or AI-generated content that the customer has not checked

Nordic USV's total liability under these terms is limited to what the customer has paid for the service in the 12 months before the event the claim concerns. The limitations do not apply to losses caused by gross negligence or wilful misconduct, meaning that a party has been highly careless or has acted deliberately.

13. Term and termination

Access lasts as long as the project agreement or subscription lasts. When the agreement ends, the customer can export its data from the platform. If the customer asks, we help with the export for up to 30 days after the agreement ended. After that we delete the customer's data within 90 days, unless the law requires us to keep it. Backups are deleted on their normal rotation, at the latest 12 months later.

If the customer breaches these terms in a material way, we may close access immediately, temporarily or permanently.

14. Force majeure

Neither party is responsible for failing to perform the agreement while prevented by circumstances outside its control that it could not reasonably have foreseen or avoided, such as natural events, war, strikes or failures in public infrastructure. The obligations apply again when the obstacle is gone.

15. Assignment

Nordic USV may transfer the agreement to a company in the same group or to whoever takes over the service. Otherwise, neither party may transfer the agreement without the other's written consent.

16. Changes

We may change these terms with at least 30 days' notice in the platform or by email to the organization administrators. Changes that are to the customer's detriment give the customer the right to terminate the agreement from the day the change takes effect. Changes required by law, or that are solely to the

customer's benefit, may take effect without notice. The version that applies, and from when, is shown at the top of this page.

17. Governing law and disputes

Norwegian law applies to these terms and the agreements built on them. If the parties cannot reach agreement, Norwegian courts decide the case. The parties agree that Hordaland District Court (Hordaland tingrett) is the venue, meaning the court where a case is to be brought.

These terms are available in Norwegian and English. In case of conflict, the Norwegian version prevails.