



Terms of Service

as of 12. february 2025



These Terms of Service ("Terms") govern your use of the Kartarkivet website, mobile applications, and any related services provided by Konkylie Data AS ("Kartarkivet," "we," "us," or "our").

By accessing or using any of our services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our services.

What We Provide

Kartarkivet provides archive to store digital orienteering maps, version handling, Historical archive, downloads (free or payable) and Map approving handling.

Kartarkivet is best viewed via PC. Downloadable maps via the so-called Customer page may be viewed also from mobile devices (phones or tablets).

Use of Our Services

You may use our services only for lawful purposes and in accordance with these Terms. You agree not to use our services:

- In any way that violates any applicable national, local, or international law or regulation.
- To impersonate or attempt to impersonate Kartarkivet, a Konkylie Data AS employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our services, or which, as determined by us, may harm Kartarkivet or users of our services or expose them to liability.

Club Account

To access our archiving services, you will be required to create a Club account with us.

In order to access the Club account you will need at least one person to be the Superuser of the club. The user will have to log in via Vipps (in Norway only) or via code being sent to the user by email.

Personal Account

As described in the above section, each club needs at least one personal user to operate the club. A number of 3 users may be added to the club at no extra charge.

Intellectual Property Rights

Our services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, are owned by Konkylie Data AS, its licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. All rights to the maps, courses and images uploaded to Kartarkivet by the clubs are reserved by the owning clubs.

You must mention Kartarkivet as a source for materials shared on social media or web sites and applications for non-commercial uses. For other uses you shall contact us before publishing or sharing.

Disclaimer of Warranties

Kartarkivet provides our services on an “as is” and “as available” basis. We make no representations or warranties of any kind, express or implied, as to the operation of our services or the information, content, materials, or products included on our services. You expressly agree that your use of our services is at your sole risk.

Each individual club is responsible for ensuring that access information for the club’s data (files, logins and other information) does not come into the hands of unauthorized persons. The club is obliged to ensure that only those who need access to the club’s archive have this and not unnecessary users. In the event of theft of a mobile device that can allow login, the user or club’s Superuser is obliged to report it immediately to prevent accidental login.

Konkylie Data AS cannot be held liable, either financially or technically, for breach of or access to the clubs’ maps and associated data, breach of clubs’ access to the data solution, cyberattacks or other external events that are referred to as force majeure, war events, or for inconveniences in connection with server downtime as a result of the above.

Konkylie Data AS will strive to have the solution’s uptime as high as possible, and allocate time and availability to resolve any problems that may arise as quickly as technically possible.

Limitation of Liability

Konkylie Data AS and its officers, directors, employees, agents, affiliates, successors, and assigns shall not be liable for any damages whatsoever arising out of or related to the use of our services or the inability to use our services.

Indemnification

You agree to defend, indemnify, and hold harmless Kartarkivet, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, or expenses.

Subscription Payment and Fees

Some features in Kartarkivet are chargeable and are only available after purchasing a subscription. All prices are exclusive of VAT and other charges. If purchasing extra services within a subscription period, the new service/feature will be invoiced according to what is left of the annual period and then added to the next subscription renewal invoice.

Konkylie Data AS will invoice the annual fee shortly after subscription. The annual fee is valid for 12 months. No refunds or credits will be provided by Konkylie Data AS, other than as set forth in these Terms. Konkylie Data AS reserves the right to change subscription fees, any associated taxes, or to institute new fees at any time upon reasonable advance notice.

Automatic Subscription Renewal

Subscription fees will be billed automatically at the start of the 12 months period, as applicable. These fees will auto-renew until your subscription is terminated. You may cancel your subscription at any time, as described below.

Cancellation

You may cancel the automatic renewal of your club subscription by emailing Konkylie Data AS. The cancellation will go into effect at the end of your current billing cycle. When your subscription ends, all data related to your club's account will be deleted. Make sure you download any maps you wish to retain.

Permitted Use

The subscribing club is only entitled to use the subscription for club use. This means that login credentials must not be made available to other people. We reserve the right to terminate subscriptions that are violating these terms. Please contact us with questions concerning subscriptions.

Privacy Policy

as of 12 February 2025

At Konkylie Data AS, we respect and value your privacy. This Privacy Policy describes the types of personal information we collect from you when you use our website, mobile applications, and related services, and how we use and protect that information.

Information We Collect

We may collect personal information about you when you use our services, such as your name, email address, and mobile number. We use cookies and other tracking technologies to collect information about your use of our services. Cookies are small files that are placed on your device when you access our services. They allow us to remember your preferences and to personalize your experience on our services, such as preferred language. We do not share any cookies, but there may be third party cookies in use by plugins, such as map search, that we do not handle.

How We Use Your Information

Cookies we collect are solely for operational use, such as selected club, language and country.

Only the personal information required for the services Kartarkivet provides is stored, such as name, and associated club. Our management and storage of personal information is according to the General Data Protection Regulation (GDPR). Personal information will not be sold to third parties.

Data Security

We take appropriate measures to protect your personal information from unauthorized access, disclosure, or destruction. We use a variety of security technologies and procedures to help protect your information from unauthorized access, use, or disclosure.

Uploading and Displaying Data

Kartarkivet is not responsible for checking the ownership and use of uploaded maps. Any responsibility connected to the use of maps is to be appointed to the map owner or the person uploading the map to Kartarkivet.

Location data

In order to offer the best live experience for users, managers and customers, the Kartarkivet may use current location to view available maps. Kartarkivet will then ask for permission to use location in the browser. Not allowing such use may give a poorer experience.

Statistics for Authorities

One intention for the Kartarkivet is to give local authorities statistics for maps and use of maps. By using Kartarkivet you accept to be part of these statistics and that your club will be mentioned by name and localization in maps or documents.

Age Restrictions

If a minor, under 18 years of age, uses Kartarkivet, we assume that it is with the consent of a legal guardian.

Your Rights

You have the right to access, and correct your personal information.

Deleting a personal user

Each club's Superuser can delete a user from the club. If the user is also associated to another club, the user account stays live, if not, the user account will be deleted and cannot be re-established.

Changes to Our Privacy Policy

We may update this Privacy Policy from time to time. Accordingly, we reserve the right to update or modify this Privacy Policy at any time without prior notice. Please review this policy periodically, and especially before you provide any personal data. This Privacy Policy was last updated on the date indicated above. Your continued use of the services after any changes or revisions to this Privacy Policy shall indicate your agreement with the terms of such revised Privacy Policy.

Contact Us

If you have any questions about the content of this document, please contact us.

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