



## TERMS OF USE.

By accessing, using or signing up for this website, our newsletters or any other services, you are concluding a legally binding agreement based on these terms with ScubaBookings

- **Introduction**

Welcome to the [www.scubabookings.com](http://www.scubabookings.com) website ("Website", "website", "Site" or "site"). This website, its pages, the content, services and infrastructure are owned, operated and provided by ScubaBookings ("ScubaBookings", "Us", "us", "We" or "we") or other parties. The website and its content is provided for your personal, non-commercial use only, subject to the terms of use as set out below. These terms of use (this "Agreement") set forth the terms and conditions governing your use of this website.

- **Modifications to this Agreement**

We may make changes to this Agreement from time to time at our sole discretion. As soon as this page is updated the changes become effective. Please review this Agreement periodically. Your continued use of our website following the change of this Agreement will constitute your acceptance of any such changes.

- **Privacy**

We describe our current practices related to personally identifiable and other information collected through our website in our Privacy Policy and that we may update our policies and practices from time to time at our sole discretion. You acknowledge to have read and agree to this privacy policy.

- **Your use of content and information (disclaimer)**

A variety of information, advice, recommendations, letters, messages, comments, posts, text, graphics, software, music, sound, photographs, videos, data and other materials ("Content" or "content") is available on the website. Some of the content is provided by us or our suppliers and other content is provided by persons who use our website ("User", "user", "Users" or "users"), such as user opinions and views provided via reviews, posts to chat rooms, blogs or message boards. While we strive to keep the content on our website accurate, complete and up to date- we cannot guarantee, and are not responsible for the accuracy, completeness, or timeliness of any content, whether provided by us, our suppliers, or by our users. Any opinions, advice, statements or other information expressed or made available by users or other third parties are those of the respective user or third party and not of us.

We don't have any obligation to prescreen, edit or remove any content provided by users that is posted on or available through our website.

Notwithstanding the foregoing, we will have the right (but not the obligation), at our sole discretion and for any reason, to prescreen, edit, refuse to accept, remove or move any such content.

- **User generated content**

User generated content ("User Content" or "user content") is information provided by our users with an intent to be published on our website (e.g. writing a review or post in our boards). You, as our user, are responsible for all user content that you submit, post or otherwise make available to or through our website.

We don't claim ownership of user content, but by submitting, posting or otherwise making available to or through our website, you automatically grant us the right to use your user content in any way we desire. This includes the non-exclusive, perpetual, transferable, irrevocable right, with the right of sublicensing and without any royalty or compensation in return, to use, reproduce, adjust, translate, distribute, publish, create derivative works, to disclose and duplicate the content in all now known media and future media. You agree we can decide if and how your user content is credited and you also agree the user content provided may be indexed by search engines such as Google. You also grant us, and any third party appointed by us, the right to take (legal) actions as it deems necessary for the protection of the (copy) rights of your user content, including, but not by way of limitation, to take (legal) action in the name and on behalf of you.

You agree not to submit, post or otherwise make available to or through our website any personally identifiable information about other people and/or abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-orientated user content or any other material. You represent and warrant to us that such user content is not confidential and that you have all necessary permission to submit, post and otherwise make available such user content. You agree not to submit, post or otherwise make available to or through our website any commercial, advertising, promotional or spam-like user content or any other material. You also agree not to submit, post or otherwise make available to or through our website any user content that may violate any laws be it of your country or any other country or international law. Violating any of these conditions may lead to you being immediately and permanently banned- with notification to your Internet Service Provider if deemed required by us, and we could decide to take other legal action. You agree that we have the right to remove, edit, move or close your account and/or any user content at any time should we see fit.

- **Ownership and Intellectual property rights**

This website is owned by ScubaBookings. All rights and interest in the content available via the website, the website's look and feel, the designs, trademarks, service marks and trade names displayed on the website and the website URL are the property of ScubaBookings or its licensors, and are protected by copyrights, trademarks, patents or other proprietary rights and laws. You may not use any content available via the website in any manner or for any purpose without the prior written permission of us or, if applicable, our licensors. All rights not expressly granted in this Agreement are expressly reserved to ScubaBookings and its licensors.

- **Your contact with advertisers or other third parties**

Your dealings with advertisers or other third parties found on or accessible through our website are solely between you and the third party. These dealings include, but are not limited to, your participation in promotions, the payment for and delivery of items such as scuba/dive tours and services if any, and any terms, conditions, warranties, or representations associated with such dealings. Your access and use of such sites, including the content, items, or services on those sites, is solely at your own risk. We do not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services

that may be obtained from such third parties, and you agree that we will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on our website.

- **Children under the age of 13**

Our website is directed to adults and is not intended for children under the age of 13. Creating an account on our website, including but not limited to an account for our message boards, submitting a user review, other user content or enquiring about a safari tour is not allowed for children under the age of 13. If we learn that such actions were taken by a child under the age of 13, we will delete that account, any user content posted on our website as quickly as possible. If you believe an account was created by a child under the age of 13, please contact us by sending an email to [info@scubabookings.com](mailto:info@scubabookings.com).

- **Disclaimer of warranties**

The website is provided on an "as is" and "as available" basis. Scubabookings expressly disclaims all warranties of any kind, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, and noninfringement. Scubabookings does not make any warranty that the website will meet your requirements, or that access to the website will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected. Scubabookings makes no warranties as to the results that may be obtained from the use of the website or as to the accuracy, quality, or reliability of any information obtained through the website.

- **Limitations of liability**

Scubabookings and its affiliates assume no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the content available via the website. You must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. You specifically acknowledge that scubabookings is not liable for the defamatory, offensive or illegal conduct of users or third parties.

Additionally, in no event will scubabookings or its affiliates be liable for any special, indirect, incidental, punitive, or consequential damages, including, without limitation, any loss of use, loss of profits, loss of data, cost of procurement of substitute products or services, or any other such damages, howsoever caused, and on any theory of liability, whether for breach of contract, tort (including negligence and strict liability), or otherwise resulting from (1) the use of, or the inability to use the website; (2) the cost of procurement of substitute services, items, or websites; (3) unauthorized access to or alteration of your transmissions or data; (4) the statements or conduct of any third party on the website; or (5) any other matter relating to the website. These limitations will apply whether or not scubabookings has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.

- **Indemnification**

You agree to indemnify and hold harmless ScubaBookings, its directors, officers, employees, owners, agents, and affiliates, from and against any and all liability, damages, losses, claims, expenses of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to (1) your breach of the Agreement; or (2) the user content you submit, post, or transmit through the website.

- **Your account**

You are responsible for maintaining the confidentiality of any passwords associated with your account on our website, monitor all activity under the account, and assume full responsibility for all activities that occur under your account.

- **Modification or suspension of our website**

We may at any time modify, discontinue, or suspend the operation of our website, or any part thereof, temporarily or permanently, without notice to you.

- **Change of ownership**

If we are in the process of selling our company, our website, or substantial parts of our business, you agree we may disclose and/or transfer your personally identifiable information as well as other information to the (potential) new owner so they can better value our business and, if sold, continue to operate the service this website provides. This will also be the case if the new owner is a non-EU company, organization or individual.

You also agree that in the case the ownership of our company or website changes the rights, obligations and restrictions, as set forth in this agreement, you have towards us will be transferred to the new owner without notice to you and you accept the new owner as your new counter-party in this Agreement.

- **Termination of this Agreement**

Either party may terminate the Agreement for any or no cause, at any time, by notice, which shall be effective immediately or as specified in the notice. After termination, you shall no longer access our website. The provisions of this Agreement which by their intent or meaning intended to survive such termination shall continue to apply indefinitely.

- **Severability of Agreement**

If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Agreement shall continue in full force and effect.

- **Applicable law**

This Agreement and the resolution of any dispute related to this Agreement or the website shall be governed by and construed in accordance with the laws of South Africa without giving effect to any principles of conflicts of law. Any legal action or proceeding between ScubaBookings and you related to the Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Cape Town South Africa and you agree to submit to the personal and exclusive jurisdiction of such courts.

- **Complaints regarding content**

For making complaints regarding copyright infringement of our content or regarding our content in general, please send an email to [info@scubabookings.com](mailto:info@scubabookings.com).

- **Contact**

ScubaBookings is a private limited liability company, incorporated under the laws of South Africa and has its offices at Cape Town South Africa and International bases in Asia. If you have any suggestions or remarks about this Agreement, please send an email to: [info@scubabookings.com](mailto:info@scubabookings.com).

## **Privacy Policy**

We highly value your trust in us and will duly and diligently safeguard and protect the privacy and confidentiality of your personal information.

This privacy policy applies to all of our services, whether accessed or made available online or through any other platform or device (hereafter collectively referred to as the "Site", "site", "Website" or "website").

We don't spam. Period. **(When we do and don't send emails)**

We won't email you unless you've expressively indicated you want us to. Nor will we sell, share or rent your email address to/with third parties. We will only email you in one of the following cases:

You use the password recovery option, where we will email you instructions on how to reset your password.

You activated the optional feature to receive a periodical newsletter by email. Please note: You can always de-activate this feature by unsubscribing. Each newsletter contains an unsubscribe link at the bottom.

You used one of our contact forms because you have a question or want to provide feedback to us: In those cases we can email you in reply to your request.

You used one of our contact forms to contact a tour operator or accommodation to enquire for a booking or a general question: In those cases the Liveboard, Dive resort, tour operator, service provider or accommodation can email you in reply to your request.

If we believe it is very vital to contact you and share certain information, we may decide to email you. We will only do so in extraordinary cases like, for example, when the site or the company holding your personal information is sold and a new owner will govern and safeguard your personal information. Commercial messages or advertising are not considered vital, so we will never use this as an excuse to send spam.

### **What information we collect and for what purpose.**

#### **Personal information:**

We keep the amount of personal information we collect to an absolute minimum and only collect it if strictly necessary. We collect the following information:

#### **Submitting user reviews.**

Upon submitting a user review, we will ask you to provide a screen name (which can be your real or fictional name) and the option to provide more info about yourself such as your gender, age, scuba/dive experience level, country of residence, photos of your dive and an email address in case you are open to other website users emailing you should they have a question about your review. All this info will be publicly visible, except for your email address. When other users want to email you, they get a contact form that doesn't reveal your email address. In addition, every email that is sent to you using this contact form contains an unsubscribe option in case

you no longer want other users to be able to email you.

### **Email forms to contact tour/dive/scuba/liveboard operators and/or accommodations.**

You could decide to use an email form on ScubaBookings.com to contact a tour operator or accommodation should you wish to enquire about a booking or have a general question. These emails, including your email address, will be sent directly to the tour operator or accommodation with a copy to us, which will be stored in our email inboxes and database.

### **Email forms to contact us, ScubaBookings.**

You could decide to contact us using one of our email forms. These emails will be stored in our email inboxes and databases. We can use the email address or other contact information to get back to you in response to your request.

### **Message boards (Registration, Profile and Messages).**

You may decide to become part of our site's community by creating an account for our message boards. In that case, you will most likely submit personal information with the intent to share it with the community.

#### **Registration.**

If you use an email address and password for registering, they will be stored by us to enable you to sign in and gain access to the features of the message boards that are only available to registered members (e.g. start a topic, write a reply). Your email address is stored as plain text and your password is stored encrypted in a way nobody, including us, can access it.

#### **Profile and messages.**

Any information you add to your profile and/or messages (e.g. topics, posts, replies) will be publicly visible and/or shared with the other members of the community. We recommend you don't share personally identifiable information about yourself, such as: your full name, address, personal photo/s or email address; but if you do decide to do so anyway, it's your own responsibility.

#### **Computer information.**

If you use one of the email forms to contact us, ScubaBookings, we will collect non-personally identifiable computer information, such as: the type of browser you are using (e.g. Firefox, Internet Explorer, Google Chrome), the type of operating system you are using (e.g. Windows, Mac OS), the screen or window resolution of your monitor and device type (e.g. PC, iPhone, iPad). We collect this information since these email forms are frequently used to report a technical problem with the site and this information helps us greatly to reproduce the problem and find a solution.

#### **User Generated content.**

User generated content ("user content") is information provided by our users with an intent to be used on our website (e.g. a user review or post in our boards). You, as our user, are responsible for all user content that you submit, post, or otherwise make available to or through our website. We don't claim ownership of user content, but by submitting, posting or otherwise making available to or through our website, you automatically grant us the right to use your user content in any way Scuba Bookings desire. This includes the non-exclusive, perpetual, transferable, irrevocable right, with the right of sublicensing and without any royalty or compensation in return, to use, reproduce, adjust, translate, distribute, publish, create derivative works, to disclose and duplicate the content in all now known media and future media. You agree we can decide if and how your user content is credited and you also agree the user content provided may be indexed by search engines such as Google. You also grant us, and any third

party appointed by us, the right to take (legal) actions as it deems necessary for the protection of the (copy) rights of your user content, including, but not by way of limitation, to take (legal) action in the name and on behalf of you.

### **About children under the age of 13.**

Our website is not intended for children under the age of 13. We don't knowingly collect personally identifiable information from visitors in this age group. If we learn that we have collected personal information from a child under the age of 13, we will delete that information as quickly as possible. If you believe that we might have any information from a child under age 13, please contact us by sending an email to [info@scubabookings.com](mailto:info@scubabookings.com).

### **Log file data.**

As with the majority of web sites you visit, our site and servers employ log files. These log files record non-personally identifiable data, with the exception of IP addresses which could be considered personally identifiable in some cases, but is anonymous in most. The log file data is used to provide insight in the way our site is being used and, if errors occur, log files provide extra insight in what caused the errors and how to fix them.

### **Cookies and web beacons (that our site employs)**

Cookies are text files stored at your computer for authenticating, session tracking (state maintenance) and maintaining specific information about the use and users of our website (such as site preferences or whether a user already wrote a review about a certain subject). Cookie files may also be placed at your computer by our trusted third party companies. For more detailed information please read the third party section further in this document. For more information about (the use and decline of) cookies, please visit: [www.allaboutcookies.org](http://www.allaboutcookies.org)

Web beacon consists of a small string of software code that represents a graphic image request on a web page or email. There may or may not be a visible graphic image associated with the web beacon and often the image is designed to blend into the background of a web page or email. Web beacons can be used for many purposes, including: site traffic reporting, unique visitor counts, advertising auditing and reporting and personalization.

### **Our site uses the following cookies and/or web beacons:**

We use a cookie to store your preferences for the currency in which you want to display the rates shown.

We use a cookie when you write a review to check if you have previously written reviews.

We use a cookie to store your preference for how you want to sort site content such as lists of Liveboards, Dive Resorts/Centers, tours, operators, accommodations and reviews.

### **Third parties (Cookies and web beacons)**

Certain companies, such as web analytics partners, advertisers, ad networks and third party applications, may use cookies, web beacons, and similar tracking technologies as outlined below.

### **Analytics Partners.**

We allow certain partners to include cookies and/or web beacons within our pages or share portions of our log file data- including IP address- with these partners for analytics purposes. These partners aggregate information and then provide reports on how our website is being used.



On our site, we work with [Google Analytics](#) as an analytics partner. We do not have access to cookies and/or web beacons set by Google, so, for further details on how they handle privacy, refer to their [privacy policy](#).

#### **Video player.**

We use JW Player to show videos on our website. This player uses a cookie to store your preferences for playing videos such as the volume of the audio or the quality in which to display the video.

#### **Ad Networks, other Advertisers and other Third Parties.**

Some advertisements you see on our site are served by individual advertisers or other third parties, but most are served by ad networks. Most commonly, these are third party ad servers, ad agencies, technology vendors, providers of sponsored content, and research firms.

These companies may use cookies, web beacons, and similar tracking technologies to provide auditing, research and reporting for advertisers. These companies may also use cookies or web beacons to customize ads and for behavioural advertising on our or other websites. Most of these companies are a member of the Network Advertising Initiative ("NAI"). The NAI members participate fully in the NAI Principles and offer a general opt-out function of the behavioural advertising. Please visit [www.networkadvertising.org](http://www.networkadvertising.org) for more information.

#### **On our site we work with the following ad networks:**

[Google](#) ([their privacy policy](#))

[Facebook](#) ([their privacy policy](#))

#### **Third Party Websites**

In some cases Scuba Bookings integrated third party websites in our website- for example, sharing components of social media websites. These websites and sharing components may use cookies, web beacons, and similar tracking technologies. We have no control over and do not have access to cookies and/or web beacons set by these third party websites, so for further details on how they handle privacy, refer to their privacy policies.

We have integrated components or functionality of the following third party websites:

[Facebook](#) ([their privacy policy](#))

[Google+](#) ([their privacy policy](#))

[Twitter](#) ([their privacy policy](#))

[Pinterest](#) ([their privacy policy](#))

#### **Disclosure of data.**

We keep your personally identifiable information confidential and we generally do not disclose it. But, please note the following clarifications and exceptions:

When you use an email form on ScubaBookings to contact a tour operator or accommodation, we share your message and email address with them since that is the reason why you used the email form in the first place. These tour operators and accommodations can be located in countries outside of the European Union and their governments could have less strict privacy laws.

Our employees, directors, officers, owners, affiliated companies and independent contractors have access to some of your personally identifiable information for the purpose of helping us run our business (and not for their own purposes). They access and use such data subject to our instructions and on a "need to know" basis.



If we are in the process of selling our company, our site, or substantial parts of our business, you agree we may disclose and/or transfer your personally identifiable information as well as other information to the (potential) new owner so they can better value our business and, if sold, continue to operate the service this website provides. This will also be the case if the new owner is a non-EU or South African company, organization or individual.

We may also share your personally identifiable information to respond to law enforcement requests, court orders or any other legal process or if we believe that such disclosure is necessary to investigate, prevent or respond to illegal activities, fraud, and physical threats to you or others or as otherwise required by any applicable law or regulation.

#### **Data storage.**

Since the majority of our site users are from the United States, our web and database servers are hosted and located in the United States. And, since we develop and operate the site from the Russia, South Africa and China, our local development servers are located in South Africa. All data, including personally identifiable information, will be stored on both locations and you agree we may transfer your data between these locations as we deem necessary and in our sole discretion. Our servers in the United States are hosted by Amazon Web Services ("AWS"). The European and South African privacy laws allow us to transfer personal data between these locations because the AWS comply with the International Safe Harbor Privacy Principles.

#### **Security measures.**

We take strict security measures to protect personally identifiable information from loss, misuse, unauthorized access, disclosure, alteration or destruction. These measures include limiting the number of people who have physical access to our database servers as well as electronic security systems, data encryption and password protections, which guard against unauthorized access.

#### **Control over your data.**

You always have the right to review the personal information you have stored with us. You can request your personal information by emailing us at: [info@scubabookings.com](mailto:info@scubabookings.com).

Please state 'request personal information' in the subject line of your email.

If your personal information is incorrect, we will change it upon your request. You can also ask us to remove your personal information from our database by sending us an email to the same email address.

#### **Changes to this privacy policy.**

We are at all times entitled to change the way we collect, transmit and process the personal information and such other information as we may deem necessary and in our sole discretion. We reserve the right to change this privacy policy at any time in order to reflect the latest amendments. As soon as this page is updated the changes become effective. Please review this privacy policy periodically. Your continued use of our website following the change of this privacy policy will constitute your acceptance of the new privacy policy.

Contact

ScubaBookings is the responsible party for the processing of the personal information. ScubaBookings is a private limited liability company, incorporated under the laws of South Africa.

If you have any suggestions or remarks about this privacy statement, please send an email to: [info@scubabookings.com](mailto:info@scubabookings.com).