

# Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR MAKING A RESERVATION.**

These terms and conditions (the “Terms” or “Terms of Use” or “Agreement”) apply to all our services made available online, through any mobile device, by email or telephone. By accessing, browsing, or using our website or any of our applications through whatever platform (herein collectively known as the “Site” or “Website”) and/or by completing a reservation, you (“you” or the “End User”) acknowledge and agree to have read, understood and agreed to the terms and conditions set out below. If you do not wish to agree to the Terms of Use, please refrain from using the Site. ScubaHive reserves the right to amend these terms and conditions at any time by posting the updated terms on our Website. Such amendments will immediately become effective upon posting.

## **1. Scope of our Service**

ScubaHive provides an online platform that connects scuba diving service providers (“Service Provider”) who have scuba diving-related experiences and/or products and/or services with guests seeking to engage (collectively, the “Services”), which Services are accessible at <http://www.scubahive.com> and any other websites and/or platforms through which ScubaHive makes the Services available (collectively, the “Site”). By using the Site, you agree to comply with and be legally bound by the terms and conditions of these Terms of Use, whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site and all collective content and constitute a binding legal agreement between you and ScubaHive. Please also read carefully our Privacy Policy. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties.

Our services are made available for personal and non-commercial use only. Therefore you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our Site for any commercial or competitive activity or purpose.

The Parties agree as follows:

ScubaHive acts solely as an intermediary between you and the Service Provider through the Site enables you to make a booking and/or reservation with the Service provider, and;

Bookings and/or reservations will constitute a direct contract between you and the Service Provider in accordance with the terms and conditions set out in Section 9 below, including but not limited to fees, costs, charges and taxes, and any cancellation or no-show charges. You are solely responsible for reading and understanding the Service Provider Terms (where applicable) prior to making a booking.

No joint venture, partnership, employment, or agency relationship exists between you and ScubaHive as a result of this Agreement or your use of these websites.

ScubaHive does not charge you for the use of the Site.

Information displayed on the Site is based on information provided to ScubaHive by the Service Provider. The Service Provider represents that the service provider

information is accurate, up to date, and not in any way misleading. ScubaHive does not guarantee that the information is reliable, accurate, complete, or free from errors. ScubaHive does not endorse any of the Service Providers and makes no representations with respect to the affordability, quality, safety, or suitability of the Service Providers, or their ability to deliver the Services.

The order in which information is displayed on the Website does not constitute an endorsement of any Service Provider. ScubaHive might use an automatic ranking process, which will be based on objective and fair ranking criteria.

ScubaHive will ask customers to comment on all aspects of the Services and may post such reviews on the Site.

## **2. Prices, Additional Charges, and ScubaHive Price Guarantee**

The prices as offered by the Service Providers on ScubaHive are highly competitive, and we strive to give you the best deals for your next diving adventure.

Please note that all prices shown on the Site are for your trip package only, and for the number of people indicated, unless indicated otherwise. ScubaHive will typically display the rate exclusive of tax and service charges on the site, and display these tax and service charge (where applicable) during the booking path prior to confirming your booking. You may also be charged directly by the Service Providers other ancillary fees such as tourism tax, dive equipment rental, etc... which are outside ScubaHive's control. During certain high or peak season periods, certain Service Providers will add on a seasonal surcharge. While these may not always be displayed on the Site, it will be made known to you during the booking process to ensure full transparency so you are sure to get the best deals. When in doubt whether something is included or not, you can contact our dive concierge team for assistance.

Should you find your trip package of choice with the same booking conditions, at a lower rate after you have made a booking with us, we will match the difference between our rate and the lower rate under the terms of our ScubaHive Price Guarantee.

## **3. Representation and Warranties**

You represent and warrant that:

- You are of sufficient legal age to use the Website in accordance with all the Terms and Conditions herein and to create binding legal obligations for any liability you may incur as a result of the use of the Site.
- All information supplied by you in using this Site is true and accurate.
- You will not post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any laws.
- You will not use this Website to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand.

## **4. Equipment**

The user shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of this Site and all charges related thereto. We shall not be liable for any damages to the user's equipment resulting from the use of this Site.

## **5. Personal Use Only**

You agree that you will not use the Site for any purpose other than personal, non-commercial use. You will not use the information for a competitive use and will not copy, post, display, download, reproduce, re-sell, scrape, or hotlink any information, content, services, products, images or software on the Site without written consent from ScubaHive. You will not make any speculative, false, or fraudulent booking, or attempt to advertise any services through posting comments or reviews.

## **6. Limitation of Liability**

ScubaHive shall not be liable for any direct, indirect, special, incidental or consequential damages arising out of or in any way connected with the use of or inability to use this website, or the information, products and services obtained through this website, the submission of any personal information, including but not limited to, bank and credit card details, the performance or non-performance by ScubaHive, or any unauthorized access or breach of security into these websites through the internet or otherwise arising, whether based on contract, strict liability, tort (including negligence), product liability or otherwise even if ScubaHive has been advised of the possibility of such damages.

Notwithstanding anything to the contrary in this Agreement, the liability of ScubaHive shall in no event exceed the amounts paid for such services or products, and total aggregate liability arising out of or related to this agreement shall not exceed the amounts paid by the end user.

## **7. Disclaimer**

Your use of this Website is at your sole risk. [www.scubahive.com](http://www.scubahive.com) (including our products and services) is provided on an “as is” basis and you assume total risk and responsibility for your use of this Website. In no event will ScubaHive or its affiliated company(ies), directors, employees, agents, or contractors be liable for any cost, loss, damage, or injury whatsoever (including but not limited to personal injury or death, punitive damages, direct or indirect damages, and consequential damages).

To the maximum extent permitted by law, ScubaHive specifically disclaims all warranties, express or implied, in respect to its purpose, non-infringement of intellectual property or other proprietary rights or compatibility between this Website and any software or hardware.

The information contained in these websites is subject to change without notice.

ScubaHive neither warrants nor makes any representations regarding the accuracy or completeness of these websites or of any data or information contained in these websites or that the use of this website will be uninterrupted or error free or that any information, data, content, software, or other material accessible through these websites will be free of bugs, viruses, worms, Trojan horses or other harmful components.

## **8. Acknowledgement**

The disclaimer and limited liability of ScubaHive as set out in this agreement are fundamental elements of the basis of the bargain you and ScubaHive, and you agree that ScubaHive would not otherwise be able to offer the products and services on its present basis without such limitations. This clause shall survive any termination of this agreement.

## 9. Terms and Conditions of Bookings/Reservations

Please note that the booking and/or reservation of our products and Services are subject to the following terms and conditions AND other terms imposed by the Service Provider(s) from time to time. By effecting a booking and/or reservation through ScubaHive, you agree to be bound by ScubaHive's conditions and the Service Provider(s)'s terms.

### Currency and Exchange Rates

You may make payment in any one of the currencies supported by the website. The applicable exchange rates of the supported currencies shall be determined at the sole discretion of the payment merchant from time to time. The exchange rates so notified shall be final and non-negotiable. The rates quoted in respect to the products or Service are subject to change without notice.

The foreign currency exchange rate on ScubaHive's platform is for informative purposes only. You understand that foreign currency payments are processed via a third-party payment processor, and/or bank transfers. The foreign currency exchange rate, additional transaction fees (if any), will be determined by the third-party payment processor bank or your payment company (e.g. bank, credit card) on the date of payment, which is not controlled by or known to ScubaHive. If you have any questions about these fees or any exchange rate applied to your booking, please contact your payment company. Please note that exchange rates fluctuate daily.

### Travel Vouchers

It is the responsibility of the End User to ensure that the details on your travel voucher are in order. You are liable for any additional charges arising from correction of any inaccuracies in the voucher

Vouchers are non-transferable; it is the responsibility of the End User to ensure the lead user's name exactly matches their travel documents.

Vouchers may have additional terms or instructions from the Service Provider. Under no circumstances will ScubaHive be liable for any loss or damage caused by an End User's reliance on information obtained through ScubaHive. It is the responsibility of the End User to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc., or other content available through ScubaHive and the vouchers.

It is the responsibility of the End User to purchase their own travel insurance when traveling outside their own respective country.

### Responsibility

ScubaHive provides an online platform that connects Service Provider(s) with guests seeking to engage in such Services. We endeavor to assist you in your arrangements, however, we will not be responsible for any loss, inconveniences or liabilities arising from non-fulfillment or negligence of Services provided by Service Provider(s).

By booking through ScubaHive, you agree that you reviewed the standards and requirements of the Service Provider, including but not limited to minimum diving certification requirements, diving insurance requirements, personal information that the Service Provider requires you to provide, and forms that the Service Provider requires you to sign, such as Medical Statement, Liability of Release or Assumption of Risk Agreement forms. You are responsible for understanding and complying with the requirements and we encourage you to inquire about requirements prior to making a reservation. Failure to comply with the requirements may result in your inability to use the Services.

## **10. Further Correspondence**

By completing a booking, you agree to receive (i) an email which we may send you shortly prior to your arrival date, giving you information on your destination and providing you with certain information and offers (including third-party offers to the extent that you have actively opted in for this information) relevant to your reservation and destination, and (ii) an email which we may send to you promptly after your stay inviting you to complete our guest review form.

## **11. No Liability**

ScubaHive merely acts as a platform for products and Services of the Service Providers and shall not be responsible nor liable for:

- Overbooking, misinformation or mishandling of any reservation of booking by the Service Provider; or
- Any other dissatisfaction or complaint of the User in relation to the quality of the products or Services or otherwise;
- Any loss or damage to your personal property or personal injury howsoever sustained or caused.

In the event of mishandling, misinformation or overbooking by a Service Provider, or any other dissatisfaction or complaint, the member should take up the matter directly with the Service Provider who is under obligation to deal with such matters in accordance with their policies.

## **12. Force Majure**

ScubaHive shall not be liable for damages of any kind arising out of any failure or delay by ScubaHive in performing any or all of our obligations contained herein or in respect of any products or Service if the failure or delay is due to circumstances or cause beyond our reasonable control. We encourage End Users to purchase travel insurance to cover these events.

## **13. Visa and Travel Requirements**

It is your sole responsibility to obtain a visa (where required). Please ensure that you have a valid passport and travel and/or diving documents for the duration of your trip. It is also your responsibility to consult any medical practitioner's advise regarding recommended vaccinations prior to any international travel to ensure you meet all health entry requirements; adhering to medical guidance related to your trip. Travel and dive insurance is also recommended for your added protection.

## **14. Non-Availability**

All products and Services offered on this website is subject to availability and acceptance, at the discretion of the Service Provider of such product or Service.

In the event a product or Service booked by you is not available, ScubaHive shall use its reasonable endeavors to suggest an alternative product or Service. Where the product of Service is either not available or our suggested alternative (where applicable) is not acceptable to you but is fully paid, we shall make a refund in accordance with our refund policy.

If you fail to accept our suggested alternative by the specified deadline, we reserve our right to cancel the booking.

## **15. Cancellation of Service**

ScubaHive may at any time and at its sole discretion and without cause or notice, terminate or restrict your access to these websites or refuse to give effect to any booking or reservation requested by you without being required to give any reasons or advance notice to you.

## **16. Cancellation, Changes and Refund Policy**

By making a booking/reservation with a Service Provider, you accept and agree to the relevant cancellation and no-show policy, and to any additional Service Provider's terms that may apply to your booking/reservation or during your stay, including for services rendered and/or products offered by the Service Provider.

Some bookings cannot be refunded. This will be clearly stated before payment.

Should you cancel a booking on the Site, ScubaHive will charge the applicable cancellation fee for the booking, and refund the balance of the payments to you as follows:

- A 70% refund of full payment of trip received (less cancellation fee, if applicable) made within 30 days of written notification if canceled more than 30 days before commencement of booking.
- A 50% refund of full payment of trip (less cancellation fee, if applicable) received made within 30 days of written notification if canceled more than 14 and less than 30, days before commencement of booking.
- No refund will be made if canceled less than 14 days before commencement of booking or failure to show up on scheduled arrival date ("No Show").
- No refund will be made for failure to show up on scheduled arrival date ("No Show").
- No refund will be made for cancellation request received on/after arrival date.

ScubaHive will confirm the cancellation within 3 business days of a verified request, upon which ScubaHive will issue a refund of the paid Service. Any fees charged by the customer's bank or credit card will not be refunded. It may take up to 45 days to receive the fund.

Changes and amendments made to the paid booking may incur additional charges and is handled on a case-by-case basis.

Refunds may be made by ScubaHive if the product or Service fully paid is not available and our suggested alternative is not acceptable to you.

In certain circumstances, ScubaHive may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed booking made via the Site. This may be for reasons such as natural disasters and/or political unrests at destination country or for any other reason. ScubaHive may also determine, in its sole discretion, to refund to the User part or all of the amounts charged to the User in a manner ScubaHive sees fit. You agree that ScubaHive and the Service Provider(s) will not have any liability for such cancellations or refunds, and is not to be held responsible for costs such as airfare, or any other costs that are not directly related to providing the Services.

All notices of cancellation or changes to paid bookings should be submitted in writing. All refunds and charges are calculated from the date that notification was received. We

may ask for additional information to verify the request before proceeding with the cancellation or change request.

Users acknowledge that the cancellation, change and refund policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the User, and the User has not paid any premium in respect of this policy. The benefits provided under this policy are not assignable or transferable by you.

## **17. Guest Reviews**

Guest review may be uploaded onto the relevant property's information page on our Site for the sole purposes of informing (future) customers of your opinion of the service (level) and quality of the Service Providers. We reserve the right to adjust, amend, reproduce, refuse, or remove reviews at our sole discretion, such as in the event that we deem your reviews or comments to be offensive. The guest review form should be regarded as a survey and does not include any (further commercial) offers, invitations or incentives whatsoever.

## **18. Indemnity**

You shall indemnify and keep ScubaHive indemnified against all claims, demands, actions, proceedings made or brought against ScubaHive arising from your use of this website and/or any breach of any terms and conditions by you.

## **19. Links to Third Parties**

These websites may contain hyperlinks to websites operated by parties other than ScubaHive. The inclusion of hyperlinks to such websites does not imply ScubaHive's endorsement of such websites nor any association with their operators. ScubaHive is not responsible for the contents of other websites.

## **20. Images**

All images used on this website were obtained in good faith by ScubaHive and in the belief that all necessary consents and clearances were obtained for their use. However, if you believe that unauthorized use has been made of an image belonging to you please contact us. Where attribution is required, a link to the original website or image is given. ScubaHive holds no claim to the authenticity nor guarantees the accuracy of any photos featured on the website.

## **21. Intellectual Property**

Unless stated otherwise, the software required for our services or available on or used by our Site and the intellectual property rights (including the copyrights) of the contents and information of, and material on our Site are owned by ScubaHive.

ScubaHive exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) (the look and feel (including infrastructure) of) the Site on which the service is made available (including guest reviews and translated content) and you are not entitled to copy, scrape, (hyper-/deep) link to, publish, promote, market, integrate, utilize, combine or otherwise use the content (including any translations thereof and the guest reviews) or our brand without our express written permission. To the extent that you would (wholly or partly) use or combine our (translated) content (including guest reviews) or would otherwise own any intellectual property rights in



the website or any (translated) content or guest reviews, you hereby assign, transfer and set over all such intellectual property rights to ScubaHive. Any unlawful use or any of the aforementioned actions or behavior will constitute a material infringement of our intellectual property rights (including copyright and database right).

## **22. Severability**

Any provision in this agreement which is invalid, prohibited or unenforceable in any jurisdiction shall:

- Be ineffective in that jurisdiction to the extent of the invalidity, prohibition or unenforceability
- Not invalidate the remaining provisions of this agreement
- Not affect the validity of that provision in any other jurisdiction

## **23. Additional Terms and Conditions**

Additional terms and conditions will apply to your booking and/or reservation and purchase of our products and Services. You agree to abide by ScubaHive's booking conditions and/or the terms and conditions of any Service Provider.

## **24. Entire Agreement**

This Agreement (including ScubaHive's booking conditions) is the entire agreement between parties in respect of its subject matter and supersedes all prior understandings or agreements (whether oral or written) regarding the subject matter.

## **25. Assignment**

You may not assign or transfer these Terms in whole or in part, by operation of law or otherwise, without ScubaHive's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. ScubaHive may assign or transfer these Terms in whole or in part, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. No joint venture, partnership, employment or agency relationship exists between you, ScubaHive or any Third Party Provider as a result of the contract between you and ScubaHive or use of the Services.

## **26. Notices**

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by ScubaHive (i) via email (in each case to the address that you provide) or (ii) by posting to the Site or via the Application. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

## **27. Controlling Law and Jurisdiction**

These Terms and your use of the Services will be interpreted in accordance with the laws of Malaysia and English law, without regard to its conflict-of-law provisions.

## **28. Dispute Resolution**

You and ScubaHive agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site or Application (collectively,



“Disputes”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and ScubaHive are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and ScubaHive otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

## **29. General**

The failure of ScubaHive to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of ScubaHive. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

## **30. Third Party Beneficiary**

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the payment card networks are third party beneficiaries of these Terms for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to these Terms.

## **31. Contacting ScubaHive**

If you have any questions about these Terms, please contact ScubaHive at [hello@scubahive.com](mailto:hello@scubahive.com).