

## **ACCEPTABLE USE POLICIES**

### **The "Abridged" Version**

If you want to use idicharleston.edu, you promise to treat other people on the site fairly, not infringe on anybody's rights, not steal or violate our copyrights on any of the site's materials, use our site as it was intended.

### **The fine print:**

Together with our affiliates, International Diving Institute, LLC (the "Company") offers services subject to the following conditions. If you visit our site, available under the domain name idicharleston.edu ("the Site"), you must accept these conditions. Please read them carefully. If you don't agree with them, you may not and should visit, or use the services offered on, the Site.

The Company may also amend this agreement at any time by posting the pertinent changes on this Site. Such changes shall be effective immediately. The Company shall notify you electronically of any material amendments. Your continued use constitutes agreement with any amendments.

### **Agree to Our Legal Notices**

By using this site, you agree to any and all legal notices and terms provided concerning our Terms and Conditions of Use and Privacy Policy. These terms are included by reference, and are an integral part of this agreement.

### **Ethics**

We expect all users to be honest and to respect the views of others. Treat others the way you would like to be treated.

Information and activities on the Site shall not: be false, inaccurate or misleading; be fraudulent or involve the sale of counterfeit or stolen items; infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); be defamatory, libelous, unlawfully threatening or unlawfully harassing; be obscene or contain child pornography; contain any viruses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; link to any other site that contains illegal material, or for which you do not have a right to link to or include.

## **Company Communications**

The Company communicates through email or posted notices on our site. As a Company user, you agree that all agreements, disclosures, notices, and other communications you receive electronically satisfy the legal requirements of letters and other traditional paper-based written communications.

## **Minors and Use of Our Site**

If you are under 13, you may use the Site only with involvement of a parent or guardian.

## **Eligibility to Use the Site**

This is open to anyone. We reserve the right to refuse service to anyone who violates the terms and conditions of use for this site.

## **Privacy**

Unless we have your consent, we do not disclose your personal information to third parties for their marketing purposes. We use your information only as described in our Privacy Statement.

## **Warranty & Limit of Liability**

The Company, our subsidiaries, officers, directors, employees and suppliers provide the Site and services "as is" and without any warranty expressed, implied, or statutory and specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. Your specific legal rights may vary from state to state. Our liabilities are limited to the amount of fees you paid in the year prior to the action, giving rise to liability. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **Indemnification**

You agree to indemnify and hold us and our parent company, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or because of, your performance or breach of this Agreement or your violation of any law or the rights of a third party.

## **Legal Compliance**

You agree to comply with all applicable domestic and international laws and regulations regarding the use of our services.

## **Information Control**

We do not control the information provided by users. Some of it may strike you as offensive, inaccurate, or misleading. So, be careful. Apply common sense when using our site. And please be aware of the risks involved when dealing with underage users or those who have falsely represented themselves. By using our site, you agree to accept these risks, and the Company is not responsible for the deeds of users of our Site.

## **Copyright and Trademarks**

All content and software on this site, including—but not limited to—text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations are the exclusive property of The Company or its content and/or software suppliers, and are protected by United States and International copyright laws. You may not copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except your information) without the prior express written permission of the Company and the appropriate third-party. All trademarks not owned by the Company are the property of their respective owners. Trademarks may not be used in connection with any product or service that is not the Company's, in any way that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company. You may not use framing techniques to enclose any trademark, logo, or other proprietary information of the Company without our written consent.

## **Access**

The Company grants you a limited license to access and make personal use of our site and not to download or modify it, in part or whole, without our express written consent. No portion of this site may be reproduced, sold, I-Framed, embedded, or otherwise exploited for any commercial purpose without the express written consent of the Company. Unauthorized use terminates your access.

## **Account Information**

You are responsible for all actions taken with your User ID and password. For your protection, we recommend that you do not disclose your password to anyone. If you still choose to share your User ID and password, you are responsible for all actions taken with your account.

## **Breach**

If we cannot verify information you provide to us or if you breach this Agreement, we can warn users of your actions, or suspend or terminate your use of the site.

## **Notice and Procedure for Making Claims of Copyright Infringement**

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Company's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying the Company and its affiliates that your copyrighted material has been infringed.

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed upon;

A description of where the material that you claim is infringing is located on the site;

Your address, telephone number, and e-mail address;

A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The Company's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Copyright Agent: Matt Suchodolski

e-mail: [info@idicharleston.edu](mailto:info@idicharleston.edu).

### **Other Business**

We provide links to the sites of unaffiliated companies and certain other businesses. We are not responsible for and do not warrant the offerings of, or information provided by, any of such sites.

### **Governing Law and Disputes**

You agree that this agreement is governed by the laws of the State of Ohio. If you have a dispute, please first contact our Customer Service Department. If a customer service representative is unable to resolve your dispute, you may contact our corporate office at (843)740-1124.

## **Contact Us**

If you have any issues or concerns about any part of this Agreement, please contact us at:

[info@idicharleston.edu](mailto:info@idicharleston.edu).