

TERMS AND CONDITIONS OF USE

ACCEPTANCE OF TERMS. The services that International Diving Institute, LLC (the "Company") provides to you are subject to the following Terms of Use ("TOU"). The Company reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

DESCRIPTION OF SERVICES. Through its network of Web properties, The Company provides you with access to a variety of resources, including developer tools, download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

PERSONAL AND NON-COMMERCIAL USE LIMITATION. Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

PRIVACY AND PROTECTION OF PERSONAL INFORMATION. See the Privacy Statement disclosures relating to the collection and use of your information.

NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON THIS WEB SITE. Any software that is made available to download from the Services ("Software") is the copyrighted work of the Company and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless he or she first agrees to the License Agreement terms. The Software is made available for download solely for use by end users according to the License Agreement. Any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. **WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED BY THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENSE AGREEMENT, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY,**

FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FOR YOUR CONVENIENCE, THE COMPANY MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. THE COMPANY DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THE SERVICES OR IN THE COMPANY SOFTWARE PRODUCTS. NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS WEB SITE.

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Accredited educational institutions, such as K-12, universities, private/public colleges, and state community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the Company Web site or any other Company owned, operated, licensed or controlled site. Elements of the Company's Web sites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Company Web site may be copied or retransmitted unless expressly permitted by the Company.

THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED AS PART OF THE SERVICES FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF

INFORMATION AVAILABLE FROM THE SERVICES. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS WEB SITE. IN NO EVENT SHALL THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

MEMBER ACCOUNT, PASSWORD, AND SECURITY. If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security. The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Company or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

NO UNLAWFUL OR PROHIBITED USE. As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any the Company's server, or the network(s) connected to any Company server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Company server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

UNSOLICITED IDEA SUBMISSION POLICY. NEITHER THE COMPANY OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN THE COMPANY'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO THE COMPANY. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO THE COMPANY OR ANYONE AT THE COMPANY. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT THE COMPANY MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.