Terms of Service

Please read these Terms of Service (the "**Terms**") and our Privacy Notice (https://divearoo.com/divearoo-privacy-policy.pdf) ("**Privacy Notice**") carefully because they govern your use of the website located at https://divearoo.com/ (the "**Site**") and scuba diving bookings, trips, marine data and tools, or any other services accessible via the Site and corresponding mobile application ("**App**") offered by Divearoo Inc. ("**Divearoo**"). To make these Terms easier to read, the Site, our services and App are collectively called the "**Services**."

IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND DIVEAROO THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 18 "DISPUTE RESOLUTION" BELOW FOR DETAILS REGARDING ARBITRATION.

1. Agreement to Terms. By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Services.

2. Privacy Notice. Please review our Privacy Notice, which also governs your use of the Services, for information on how we collect, use and share your information.

3. Changes to these Terms or the Services. We may update the Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Site, to the App and/or may also send other communications. It's important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

4. Who May Use the Services? You may use the Services only if you are 18 years or older and capable of forming a binding contract with Divearoo, and not otherwise barred from using the Services under applicable law.

5. Feedback. We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("**Feedback**"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

6. One-Time Payments and Subscriptions. Divearoo may offer various paid features as part of the Services. You may access certain features by making a one-time payment ("**One-Time Payment**") or purchasing a subscription ("**Subscription**") for ongoing access to additional content.

(a) General. Whether you make a One-Time Payment or purchase a Subscription (each, a "**Transaction**"), you expressly authorize us (or our third-party payment processor) to charge you for such Transaction. We may ask you to supply additional

information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "**Payment Information**"). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars.

(b) Subscriptions. If you purchase a Subscription, you will be charged the annual Subscription fee, plus any applicable taxes, and other charges ("**Subscription Fee**"), at the beginning of your Subscription and each year thereafter, at the then-current Subscription Fee. We may change the amount of the Subscription Fee upon prior notice to you. BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE DIVEAROO TO INITIATE RECURRING NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each year on the anniversary of the commencement of your Subscription, using the Payment Information you have provided until you cancel your Subscription. No less than thirty (30) days and no more than forty (40) days before your Subscription term ends, or otherwise in accordance with applicable law, Divearoo will send you a reminder with the then-current Subscription Fee. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Divearoo. We may in our discretion change the Subscription terms by providing you with a notice sent to your email address on file with

us. It is your duty to keep your email address current. If you do not agree to any changes that we notify you about, you no longer have the right to use our Services, and you must cancel your Subscription. Your Subscription continues until cancelled by you or we terminate your access to or use of the Services or Subscription in accordance with these Terms.

(c) Cancelling One-Time Payment or Subscription. You may cancel a Transaction for a full refund within ten (10) calendar days of your initial purchase. AFTER THAT, YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR ONE-TIME PAYMENT OR SUBSCRIPTION FEE AT ANY TIME. But if something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Transaction for any reason; if we cancel your Transaction we'll refund any payment you have already remitted to us for such Transaction. Without limiting the foregoing, you may cancel your Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. EXCEPT AS SET FORTH ABOVE WITH RESPECT TO YOUR INITIAL SUBSCRIPTION PURCHASE, YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, you can (i) send an email to support@divearoo.com , (ii) initiate a cancellation through your account settings within the Services, or (iii) cancel through the App. You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the Services will continue until the end of your then current Subscription period and will then terminate without further charges.

7. AI Materials. Some features of the Services use artificial intelligence or machine learning technologies ("**AI Features**") to process, analyze, or generate content based on your input ("**Input**") and to provide related outputs ("**Output**"), (collectively, "**AI Materials**"). You agree not to (a) use the Services or Output to develop, train, or improve any competing product, service, or model or (b) use the Services or Output in any manner that violates law, infringes or misappropriates intellectual property or other rights, or interferes with or disrupts the Services. By using the Services, you grant Divearoo a non-exclusive, transferable, worldwide, perpetual, royalty-free license to use, host, process, and modify your Input and Output to operate, maintain, and improve the Services and its AI models. You are responsible for your use of any Output and understand that AI-generated content may be inaccurate, incomplete, or reflect unintended bias.

8. Your Content.

(a) Posting Content. Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, audio and video. Anything (other than Feedback and AI Materials) that you post or otherwise make available through the Services is referred to as "**User Content**". Divearoo does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) Permissions to Your User Content. By making any User Content available through the Services you hereby grant to Divearoo a non-exclusive, perpetual, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services.

(c) Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Divearoo on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(d) Removal of User Content. You can remove your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

(e) Divearoo's Intellectual Property. We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

9. Rights and Terms for Apps.

(a) App License. If you comply with these Terms, Divearoo grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the App on your personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

(b) Additional Information: Apple App Store. This Section 9(b) applies to any App that you acquire from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply

with any applicable third-party terms of service when using the App.

10. General Prohibitions and Divearoo's Enforcement Rights. You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Services or any individual element within the Services, Divearoo's name, any Divearoo trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Divearoo's express written consent;

(c) Access, tamper with, or use non-public areas of the Services, Divearoo's computer systems, or the technical delivery systems of Divearoo's providers;

(d) Attempt to probe, scan or test the vulnerability of any Divearoo system or network or breach any security or authentication measures;

(e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Divearoo or any of Divearoo's providers or any other third party (including another user) to protect the Services;

(f) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by

Divearoo or other generally available third-party web browsers;

(g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(h) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

(i) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

(j) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(k) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(l) Impersonate or misrepresent your affiliation with any person or entity;

(m) Violate any applicable law or regulation; or

(n) Encourage or enable any other individual to do any of the foregoing.

Divearoo is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content and AI Materials, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

11. DMCA/Copyright Policy. Divearoo respects copyright law and expects its users to do the same. It is Divearoo's policy to terminate in appropriate circumstances account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Divearoo's Copyright and IP Policy at https://divearoo.com/divearoo-copyright-policy.pdf, for further information.

12. Links to Third Party Websites or Resources. The Services (including the App) may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links

displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

13. Termination. We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. You may cancel your account at any time by sending us an email at support@divearoo.com. Upon any termination, discontinuation or cancellation of the Services or your account, the following Sections will survive 6(a), 6(b), 6(c) (only for payments due and owing to Divearoo prior to the termination), 7, 8(b), 8(c), 8(e), 10, 13, 14, 15, 16, 17, 18 and 19.

14. Representations and Warranties; Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.

Similarity, Accuracy and Appropriateness of Output. GIVEN THE PROBABILISTIC NATURE OF ARTIFICAL INTELLIGENCE AND MACHINE LEARNING, THE SERVICES MAY IN SOME SITUATIONS PRODUCE OUTPUT THAT IS INACCURATE, INCORRECT, OFFENSIVE OR OTHERWISE UNDESIRABLE. THE ACCURACY, QUALITY AND COMPLIANCE WITH APPLICABLE LAW OF THE OUTPUT IS DEPENDENT UPON AND COMMENSURATE WITH THAT OF THE INPUT PROVIDED AND CUSTOMER'S COMPLIANCE WITH THESE TERMS, AND NOTWITHSTANDING ANYTHING ELSE SET OUT HEREIN, DIVEAROOD WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RELATING TO OR ARISING FROM YOUR INPUT, OUTPUT YOU THEIR USE. You will evaluate the content, nature and accuracy of any Output as appropriate for the applicable use case, including by using human review of the Output.

Disclaimer. The Services may include recommendations, user-generated reviews, or other content related to scuba diving, diving destinations, or related activities. Divearoo provides this information for general informational purposes only. Divearoo does not provide, supervise, or assume responsibility for any scuba diving or related physical activities undertaken by users. You acknowledge and agree that your participation in any such activity, including travel, scuba diving, or use of any recommendations, is at your own risk. Divearoo disclaims all responsibility and liability for any accident, injury, loss, or damage that may result from any diving or underwater activity, even if such activity is discussed, suggested, or otherwise referenced in the Services.

15. Indemnity. You will indemnify and hold Divearoo and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your User Content, (c) your access to or use of the AI Materials (including your Input and any Output generated through the Services), (d) your violation of these Terms, or (e) any injury or damages arising from scuba diving or related activities discussed or facilitated through the Services.

16. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER DIVEAROO NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DIVEAROO OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL DIVEAROO'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING FROM ALL CLAIMS UNDER OR RELATED TO THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS ACTUAL PAID BY YOU OR ARE PAYABLE BY YOU TO DIVEAROO FOR USE OF THE SERVICES, PROVIDED THAT IN NO EVENT WILL DIVEAROO'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS ($100).

(c) THE LIMITATIONS SET FORTH ABOVE APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND DO NOT LIMIT OR RESTRICT LIABILITY FOR PERSONAL INJURY OR DEATH ARISING FROM DIVEAROO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(d) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE

FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN DIVEAROO AND YOU.

17. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 18 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that you and Divearoo are not required to arbitrate will be the state and federal courts located in Northern California, and you and Divearoo each waive any objection to jurisdiction and venue in such courts.

18. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. We each 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 the use of the Services (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Divearoo agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Divearoo are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 18(a) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 18(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND DIVEAROO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 18(f) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

19. General Terms.

(a) Reservation of Rights. Divearoo and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Divearoo and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Divearoo and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Divearoo's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Divearoo may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by Divearoo under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Divearoo's failure to enforce any right or provision of these Terms will not be considered a waiver of such 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 Divearoo. 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.

20. Contact Information. If you have any questions about these Terms or the Services, please contact Divearoo at support@divearoo.com, 647-893-7217, Divearoo Inc. 50 Carroll Street, Toronto, ON, M4M 3G3.