

Terms and Conditions

By using The Dive Buzz service, a service of Eaudomainia Ltd, you are agreeing to be bound by the following terms and conditions.

1. Service

1.1 Dive Buzz Membership provides a unique web address at [divebuzz/diver/your username](#). You may create dive and story pages, link them with your buddy's pages and leave comments on other members' pages.

2. The Dive Buzz Membership

2.1 The membership will commence from registration until cancellation with a minimum one month duration.

2.2 The payment 'charge' is as stated on the prices page for the different types of membership.

2.3 The 'charge' is payable every month in advance via credit card with the first payment being taken 7 days after registration. There is no entitlement to refund of the 'charge' once the service is being used, however refunds may occasionally be offered at the discretion of the management.

2.4 Registration for The Dive Buzz requires your name, a valid e-mail address, a billing address and an Account with World Pay. As part of the registration process we will send you a verification e-mail to ensure that the address is valid and owned by you.

2.5 Registration is completed on confirmation you have set up WorldPay agreement to pay subscription charges.

2.6 You will be issued a password at the time of registration.

2.6.1 You may change your password at any time during membership from your account pages.

2.6.2 It is your responsibility to keep your password secret.

2.6.3 If at any time you suspect someone has discovered your password then you must change your password.

3. World Pay

3.1 The Dive Buzz uses World Pay to manage the subscription payments.

3.2 To make your first payment you must set up a separate account with World Pay.

3.3 You may amend your credit card details at any time on your World Pay account.

- 3.4 It is your responsibility to cancel your payments to The Dive Buzz if you choose to cancel your membership.
- 3.5 By joining The Dive Buzz you are agreeing to be bound to the World Pay terms and conditions. It is your responsibility to ensure that you have read and understood the World Pay terms of business when joining The Dive Buzz.

4. Cancellation of Membership by You

- 4.1 You may give notice in writing or by e-mail to cancel your membership at anytime during the membership month up to 7 days prior to the payment due date.
- 4.2 Your membership will cease on the last day of the membership month in which the cancellation notice was given.
- 4.3 Once your membership has expired you will be unable to create new pages, edit pages or view private pages.
- 4.4 Once your membership has ceased your pages and username will be retained for a period of 3 months.
- 4.5 As stated above cancelling your membership does not automatically cancel your Account with World Pay. You must cancel your Account with World Pay separately. We will not be liable to provide a refund if you fail to cancel you Account in accordance with the World Pay terms and conditions and a further payment is received by us.

5. Renewal

- 5.1 You may renew your membership at any time during the 3 month period specified in clause 4.4.
- 5.2 We reserve the right to refuse any request for renewal of membership without obligation to provide a reason for refusal.

6. Removal of Content

- 6.1 After 3 months from the expiry of your membership we reserve the right to remove your pages and content and to make your username available to others.
- 6.2 We will endeavour but without obligation to contact you at your last known e-mail address before removing your pages.

7. Additional Services

- 7.1 Additional service will be made available from time to time to members.

- 7.2 The 'charge' for the additional service will be as specified on the release of any such service.
- 7.3 You are under no obligation to undertake an additional service.
- 7.4 If you do undertake an additional service you may cancel that service without cancelling the entire membership.
- 7.5 You may give notice in writing or by e-mail to cancel the additional service anytime during the membership month.
- 7.6 Your additional service will cease on the last day of the membership month in which the cancellation notice was given.
- 7.7 Once the additional service has expired you will be unable to take advantage of any of the benefits of the additional service.
- 7.8 Any pages or content created as a result of the additional service will be retained for a period of 6 months; thereafter we reserve the right to remove such content.

8. Gift Certificates

- 8.1 From time to time we may make available Dive Buzz gift certificates and issue them to customers with a valid e-mail address.
- 8.2 The gift certificate has a unique code with which the recipient may register with The Dive Buzz or to use as payment for an existing membership.
- 8.3 The gift certificate has no cash alternative.
- 8.4 The gift certificate may be redeemed for 1 months membership.
- 8.5 For a new customer to redeem a gift certificate they must register for The Dive Buzz by providing your name, a valid e-mail address, a billing address and credit card details. As part of the registration process we will send you a verification e-mail to ensure that the address is valid and owned by you.
- 8.6 Should the user of the certificate not wish to use the service after the expiry of the redeemed period you must cancel your membership in accordance with clause 3 prior to the expiry of the period.
- 8.7 Should the user not cancel the membership prior to the expiry of the redeemed period the membership will continue as follows: -
 - 8.7.1 The membership will continue from the end of the redeemed period until cancellation with a minimum one month duration.
 - 8.7.2 The payment 'charge' is as stated on the prices page for the level of membership selected.
 - 8.7.3 The 'charge' is payable every month in advance with the first payment being taken on the expiry of the redeemed period. The 'charge' is non-refundable.

- 8.8 By using the gift certificate you agree to be bound by these terms and conditions.

9. Members Content and Conduct

- 9.1 You retain the copyright for all content entered onto your pages and grant Eaudomainia the right to publish these on The Dive Buzz and other Eaudomainia websites.
- 9.2 You must not use The Dive Buzz pages to publish any content that is illegal, obscene, inflammatory, defamatory, infringes someone else's copyright or trademarks, promotes or provides guidance about illegal activities, misrepresents your affiliation with another person or entity or promotes harm to another person or animal.
- 9.3 You must not make public personal identifying information without express permission of the person.
- 9.4 Members may not publish content for commercial gain.
- 9.5 We reserve the right to remove without notice, any content that is deemed to breach this clause 9 and to pass such content onto any appropriate legal authority.

10. Termination

- 10.1 We may cancel your membership by providing you 14 days notice in writing or by e-mail prior to your next payment due date.
- 10.2 Should you act in breach of clause 9 we will act as follows: -
- 10.2.1 Without notice remove your pages and suspend your rights under the membership.
- 10.2.2 Give notice to you either in writing or by e-mail of the alleged breach and allow you 7 days to notify us in writing or by e-mail how to rectify the breach.
- 10.2.3 Within 21 days of receipt of your rectification notice we will carry out the rectification as requested.
- 10.2.4 Should we consider the rectification to be sufficient your rights and pages will be returned.
- 10.2.5 Should we consider the rectification to be insufficient we will provide notice to you in accordance with clause 10.2.2 and deal with your response in accordance with clause 10.2.3.
- 10.2.6 Should we not receive a response to the notice sent in accordance with clause 10.2.2 within 10 days of sending such notice we will cancel your membership.

- 10.2.7 No refund will be provided for any period that your rights are suspended or your pages are removed.
- 10.3 Should you fail to pay the 'Charge' in accordance with clause 2.3 we will act as follows: -
 - 10.3.1 Suspend your rights to edit content;
 - 10.3.2 Notify you in writing or by e-mail of the failure to pay and request payment to take place prior to the next payment due date;
 - 10.3.3 If payment is not received prior to the next payment due date your membership will be cancelled.
- 10.4 Should you be late in paying the membership 'charge' three times within any six month period we reserve the right to cancel your membership without notice.
- 10.5 Either party may terminate this agreement without prior notice if the other becomes bankrupt or goes into liquidation.

11 Exclusions and Limitations

- 11.1 As The Dive Buzz contains opinions and statements from its members we do not condition, warrant or guarantee the truthfulness, or accuracy of any of the content. You are reminded that conditions and travel information may change rapidly so any information on member's pages may be out of date. We will not accept liability for any injury or loss suffered as a consequence of action initiated by information discovered on member's pages.
- 11.2 We make no condition, warranty or guarantee that: -
 - 11.2.1 the service will meet your specific requirements;
 - 11.2.2 the service will be un-interrupted, secure or error-free;
 - 11.2.3 the results from the service or products are accurate or reliable;
 - 11.2.4 that the quality of the service or related products will meet your expectations; and
 - 11.2.5 that all parts of the service will be available at all times.
- 11.3 We retain the right to withdraw the service in whole or in part at any time without any liability to you.
- 11.4 Our maximum liability to you in respect of your use of the website or any services we provide or make available to you through or in relation to our site will amount to one month's membership 'charge'. You agree that we shall have no liability for indirect or consequential losses, loss of data, income or profits or damages for loss of or damage to property (whether arising in contract, tort or otherwise and whether or not due to our negligence).

12. Indemnity

You agree to indemnify us and our employees against any action initiated as a result of content that you entered onto your Dive Buzz pages.

13. Force Majeure

Neither party shall be liable for any failure in the performance of any of its obligations under this agreement caused by factors outside its reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdowns of systems or network access, flood, fire, explosion or accident.

14. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

15. Variation

We reserve the right to amend the Terms and Conditions from time to time without notice. Any new features to The Dive Buzz service shall be subject to these Terms and Conditions. Continued use of the service shall constitute your acceptance of such changes. You can review the most current Terms and Conditions at any time at our website.

16. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

17. Third party rights

Except for our affiliates, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

18. Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

19. Entire Agreement

The current terms and conditions, together with our current prices, privacy policy and where applicable additional services information and charges set out the whole of our agreement relating to the supply of services you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any service offered by the provider. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.