

PADI Club™ Terms of Service

PADI Club™

Your use of PADI Club is conditioned upon your agreement to the following Terms of Service. If you do not agree to these Terms of Service, in their entirety, you are not authorized to use PADI Club or any of its features. As the producers of PADI Club, the PADI® Companies ("PADI") may modify these Terms of Service at any time. Such changes will be posted on the PADI Club website (<https://www.padi.com/club/terms>), along with the date of revision, and will take effect upon posting. By accessing or using PADI Club you agree that you have read, understood, and are bound by these Terms of Service, including any future changes made to the Terms of Service, and the Terms of Service in effect any time you access or use PADI Club.

Registration on PADI Club

You must be at least 13 years of age/16 years of age in the EU to register for PADI Club. In consideration for your use of PADI Club, you agree to provide true and accurate information in your PADI Club registration form and to update your personal information as necessary to keep it accurate and current. Your information can be updated by visiting learning.padi.com/profile. If you provide information that is false, inaccurate, not current or incomplete, or if PADI, in its sole discretion, determines that such information may be false, inaccurate, not current or incomplete, PADI has the right to suspend or terminate your account and refuse your present or future use of PADI Club.

When you join PADI Club, you will become automatically affiliated with both PADI and the non-profit organization PADI AWARE Foundation. As a result, you may receive messaging within PADI Club from both organizations. HYPERLINK "<https://www.projectaware.org/user/login>" PADI Club messaging and updates are mandatory as part of PADI Club membership and, as such, there is no ability to opt out of this messaging as long as your membership remains active.

Special note to Canadian residents: Your decision to join PADI Club and to receive its ongoing benefits and messaging will be accepted by PADI as your express consent to receive such messaging. Also, please regard the notice concerning becoming automatically affiliated with PADI AWARE Foundation as disclosure that your information will be shared with this third party. If you join PADI Club but do not wish for your information to be shared with PADI AWARE Foundation, please go to <https://www.projectaware.org/user/login> and change your preferences to so indicate.

Special Considerations Regarding Children under 13 Years of Age/16 Years of Age in the EU

While PADI Club cannot prevent children under 13 years of age (16 in the EU) from visiting and viewing the public portions of the PADI Club website, in a commitment to safe-guard their online privacy, clear notice is given that children under 13 years of age (16 in the EU) are not permitted to register on PADI Club. The required birthdate field will not allow the registration to continue when a birthdate indicating less than 13 years of age (16 in the EU) is entered. Only registered visitors are allowed entry to the interactive portions of the site, which is intended to prevent personal information from being collected on children known to be younger than 13 years of age (16 in the EU). PADI Club does not knowingly collect personal information from children under 13 years of age (16 in the EU). If PADI Club becomes aware that a child under 13 years of age (16 in the EU) has provided personal information, reasonable steps will be taken to remove such information and terminate the child's account. PADI Club strongly encourages parents and guardians to supervise the activity of all children under the age of 18 years in the use of the internet. PADI Club is compliant with the Children's Online Privacy Protection Act of 1998 (COPPA).

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For more information on COPPA, visit: <http://www.coppa.org>

PADI Club Privacy Policy <https://www.padi.com/privacy>

Material on PADI Club

The material on PADI Club, including written information, photos, videos and other images ("Images"), is compiled from a variety of sources and is subject to change without notice. PADI uses reasonable efforts to review the material posted to PADI Club; however, PADI makes no warranties or representations as to the accuracy, usability or appropriateness of the material. The material posted is provided "AS IS."

All material posted on PADI Club by PADI is copyrighted and protected by U.S. and international laws and treaties. PADI is either the copyright owner or has permission from the copyright owner to use the material it has posted.

Unless the material is specifically identified as authorized for download, you are not permitted to download any material that is found on PADI Club. Material identified as being authorized for download may be offered in PDF, PowerPoint or other formats. Where such downloads are authorized, they are intended for the downloader's personal use and are not authorized for reproduction or distribution to others. Any copyright and other proprietary notices contained on the materials must be retained.

If you wish to use material from PADI Club that is not specifically offered for download, separate written permission from PADI must be requested through club@padi.com.

Material Submitted to PADI Club

Material submitted to PADI Club will be retained and used on the site according to PADI Club's Privacy Policy and the 'share or not-share' settings ("Public," "Followers" or "Only Me") the submitter chooses. By submitting material, you agree and represent that you own that material or content, or that you have obtained all necessary permissions, clearances, and authorizations in order to submit it to PADI Club.

Further, by submitting material you warrant that PADI Club's use of the material you submit is expressly permitted and intended by you or the owner, and that such use will not violate or infringe someone else's rights of publicity, privacy, copyright, trademark, or other intellectual property right.

For all material you submit to PADI Club, you grant PADI and its affiliates a worldwide, royalty-free, sublicensable and transferable license to host, store, use, display, reproduce, adapt, modify, edit, publish, transmit and distribute that content.

Statement of Authority to Monitor and Remove Material from PADI Club

PADI respects other people's rights and expects you to do the same. You are not authorized to post materials or take any action on PADI Club that infringes or violates someone's rights or otherwise violates the law. Additionally, PADI does not allow the posting of material that is offensive, pornographic, discriminatory, harmful to minors in any way, libelous, unsafe, considered spam or scam, or otherwise determined, in PADI's sole discretion, to be inappropriate for inclusion on PADI Club. PADI has the right to monitor all postings to PADI Club and immediately remove any material it determines violates this Statement or the Terms of Service, without notice or recourse of any kind to the individual who posted the offending material. See below: *How do I report a violation of the Terms of Service?*

Fixes and Suggestions

Fixes and suggestions for improvements/new features or capabilities submitted to PADI Club become the sole property of PADI.

Cancelling Personal Accounts

Registered users may cancel their PADI Club subscription at any time by contacting club@padi.com. Once the subscription is cancelled, the personal information within your padi.com account may still be accessible. You may also close your padi.com personal account, wherein your personal information and certification *information* would

no longer be accessible to you. However, the data may continue to be included within compilations of anonymous information, in which no individual information is identifiable.

Cookies

A cookie is a small amount of data that is transferred to your browser by a Web server and can only be read by the server that gave it to you. It functions as your identification card, recording your passwords, purchases, and preferences. It cannot be executed as code or deliver viruses. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. (For some Web pages that require an authorization, cookies are not optional. Users choosing not to accept cookies will probably not be able to access those pages and may be precluded from ordering or from maintaining an account on this Site.)

Viruses

PADI assumes no responsibility and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property due to your access to, use of, browsing of or downloading of any materials from PADI Club.

Copyright Infringement

Claims of copyright infringement can be made using the "Report Abuse" link found in the footer on PADI Club, be directed to PADI via email to: legal@padi.com, or be mailed to:

PADI

Attn: PADI Legal Department

30151 Tomas

Rancho Santa Margarita, CA 92688

Non-Agency Disclosure and Acknowledgment

As a user of PADI Club, you are informed, understand, and agree that PADI Members are licensed to use various PADI Trademarks and to conduct PADI training, but are not agents, employees or franchisees of PADI. You are further informed, understand, and agree that the business activities of PADI Members are independent, and are neither owned nor operated by PADI. While PADI establishes the standards for PADI diver training programs, it is not responsible for, nor does it have the right to control, the operation of the PADI Members' business activities or the day-to-day conduct of PADI Members or the supervision of divers by PADI Members or their associated staff.

PADI Not Responsible for the Statements, Advice or Opinions of Users

PADI is not responsible for the statements, advice or opinions of others. The advice and opinions expressed by PADI Club users are theirs alone, and do not reflect the advice or opinions of PADI. Statements made, advice given and opinions expressed by PADI Club users concerning diving, dive gear, dive sites, dive technique, certification and dive experience levels needed for certain dives and dive sites and ratings of dive gear and sites, among other things, are not necessarily accurate, complete, current, reliable or valid, and PADI is not responsible for such statements, advice or opinions. Visitors to and users of PADI Club who want advice, guidance or opinions on such matters from PADI may seek it directly from PADI by emailing PADI at the following email address: customerservice@padi.com. However, PADI is in no way obligated to provide the requested advice, guidance or opinions, and reserves the right to refrain from doing so. PADI further reminds you to adhere to PADI's Safe Diving Practices (which are available at www.padi.com) on all dives.

Disclaimer of Liability

YOU USE PADI CLUB AT YOUR OWN RISK. PADI CLUB IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PADI MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT (A) THE

SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY, (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS, OR (C) THAT ANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH PADI CLUB WILL BE TIMELY OR ACCURATE.

NEITHER PADI NOR OUR AFFILIATES TAKE RESPONSIBILITY OR ASSUME LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES.

PADI WILL NOT BE LIABLE TO YOU FOR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUES, LOST DATA, USE, GOOD-WILL, OTHER INTANGIBLE LOSSES OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH PADI CLUB, EVEN IF PADI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNITY

YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD HARMLESS, PADI, OUR AFFILIATES, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND CONTRACTORS, FROM AND AGAINST ANY AND ALL COMPLAINTS, CHARGES, CLAIMS, LOSSES, COSTS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR ACCESS TO OR USE OF THESE SERVICES, OR ANY PRODUCTS OR SERVICES PROVIDED BY A THIRD PARTY IN CONNECTION WITH PADI CLUB, (B) YOUR CONTENT, INCLUDING INFRINGEMENT CLAIMS RELATED TO YOUR CONTENT, (C) YOUR BREACH OF THESE TERMS OR ANY APPLICABLE LAW OR REGULATION, OR (D) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

Choice Of Law

The laws of California govern these Terms and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to these Terms or their subject matter.

Any claim, cause of action, or dispute between you and PADI arising out of or relating to PADI Club shall be governed by the laws of the State of California, without reference to the rules regarding conflicts of law. Any action against PADI arising out of or relating to PADI Club shall be filed only in a state or federal court located within Orange County, California. Your accessing, viewing, and/or use of PADI Club constitutes your express permission and consent to the jurisdiction of the state and/or federal courts in Orange County, California for purposes of such actions.

Waiver and Severability

The failure of PADI to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision. In the event that any provision of these Terms of Service is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms of Service will remain in full force and effect.

Whom do I contact if I have questions regarding PADI Club's Terms of Service?

You may send your questions by email to: club@padi.com.

How do I report a violation of the Terms of Service?

You may report a violation of the Terms of Service by emailing legal@padi.com.

Notification of Changes

PADI reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Service at any time. Any revisions to the Terms of Service shall be posted to PADI Club, along with the date of revision, and will take effect upon posting. If you continue to use PADI Club, we will take that as your acceptance of the revised terms. The date found below tells you when the last change to the Terms of Service was made:

August 2023

PADI Club Membership Terms

PADI Club Account Registration

- Consumers new to PADI must set up an account and register on PADI.com by providing their name, email, birthdate, and password to access their account forms and the social portal of PADI Club (“the Club”).
- The user’s membership date is the date they purchase the PADI Club membership.
- Membership, includes a 20% discount on certain PADI eLearning® courses (one allowable discount for each such course purchased), specifically: Advanced Open Water, Boat Diver, Deep Diver, Digital Underwater Photographer, Dive Theory, Diver Propulsion Vehicle, Drift Diver, Dry Suit Diver, Emergency First Response, Enriched Air Diver, Equipment Specialist, Night Diver, Peak Performance Buoyancy, Search and Recovery Diver, Underwater Navigator, Wreck Diver, Rescue Diver, and Dive Against Debris eLearning (in-water activities not included – contact a local PADI Dive Center/Individual Member to arrange in-water training;) and unlimited access to the online PADI ReActivate® program (in-water activities not included - contact a local PADI Dive Center/Individual Member to arrange in-water exercises).
- One-year digital subscription to Scuba Diving magazine, print editions only available for paying US residents
- Free Divers Alert Network Prepared Diver online course
- Access to Divers Alert Network safety resources
- A 20% discount on PADI Gear at padigear.com
- Access to exclusive Club-only dive trips
- Access to our Speaker Series and Filmmaker Series events
- A donation to PADI AWARE – 5% of membership fees
- 20% discount on Salt Life brand products – excludes Salt Life Gives Back shirts, Grizzly coolers and 4Ocean bracelets, online only
- 20% discount on Wave Runner Sport products – US only, online only
- 25% discount on Costa del Mar products
- Exclusive Uber rewards, including an Uber for Business account that includes 24/7 white glove customer service, Marriott Rewards and American Express points when booking Uber rides or Uber Eats orders
- A free three-month trial to GoPro’s Quik video editing application
- 25% off physical certification cards, offer limited to one card per year per Club member
- Access to PADI Club’s Meetup group
- A hosted digital profile.

Partner Offers

- PADI Club members paying the full Club price of \$49.95 per year are eligible to receive offers from our partners.
 - Offers are made available to members at PADI’s discretion.
 - PADI reserves the right to modify or cancel offers at any time.
 - The coupon offer is not valid until it is applied to the qualifying item.
 - Offers may vary by country.
 - Offers may not be combinable with any mail in, online or retail offers.
 - PADI has no obligation for payment of any tax in conjunction with the distribution of use of any coupon.
 - Coupons/offers are void if restricted or prohibited by law.
 - PADI makes no representation or warranty as to the fulfillment of any coupon.

- The manufacturers or other providers of the coupons available through PADI Club are responsible for, in all respects, including, but not limited to, the performance, appropriateness of use, warranties, suitability and durability of the products associated with any coupons distributed by PADI Club.
- The third-party manufacturers and other providers of Club coupons, and PADI Americas, Inc. (or its parent, subsidiary and affiliated corporations ("PADI")) are independent companies and are neither agents, employees or partners of the other.

Membership Fees

- Membership cost is billed annually
- PADI eLearning or PADI ReActivate credit is made available once per membership period.
- PADI Gear discount benefits may vary by country.
- Benefits are available for annual or monthly membership use only and will not rollover if unused.

Payment

- You agree to pay the PADI Club membership fee presented in the Club shopping cart at time of registration for your home country as specified in this agreement. If you provide credit card information, you represent that you are authorized to use the card and you authorize PADI to charge the card for all annually or monthly renewing payments. By submitting payment information, you authorize PADI to provide that information to third parties for purposes of facilitating payment. You agree to verify any information requested by PADI for the purposes of acknowledging or completing any payment.

Cancellations & Refunds

PADI Club Premium Refunds

- Cancelling a membership can be carried out directly in the profile member's benefits page.
- Members may cancel their Club auto-renewal at any time.
- Payment obligations under this Agreement may be cancelled if the eLearning, certification card and/or PADI ReActivate credit is unused.
- A member can cancel their Club membership and receive a pro-rated refund if the member has not redeemed the PADI eLearning, certification card, and/or PADI ReActivate credit. Unused amounts will be rounded to the nearest month-end and apply by monthly calendar.
- To cancel and/or receive a refund, contact club@padi.com with your request.

For any cancellations or refunds that need customer service assistance, please contact your appropriate Customer Relations group:

- Global Customer Service North America: club@padi.com
- South America: customerservice@padi.com
- Australia & Asia customerservice.ap@padi.com
- Japan: padi@padi.co.jp
- UK, Middle East, Africa: customerservices.emea@padi.com

Changes in Fees

Upon notice to you, PADI may increase any fees specified in a notice, provided the increase will not become effective until the expiration of the current Club Membership term.

Payment Errors

If you believe a payment has been processed in error, you must provide written notice to PADI within thirty (30)

days after the date of payment specifying the nature of the error and the amount in dispute. If notice is not received by PADI within such thirty (30) day period, the payment will be deemed final.

SMS Texting Terms & Conditions

SMS Opt-in also requires its own “Accept” checkbox, in addition to the standard “Accept” checkbox for TOS

- Your wireless carrier's standard messaging rates apply to your entry or submission message, our confirmation and all subsequent SMS correspondence. PADI does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.
- By subscribing, you consent to receiving SMS messages, including text messages from PADI which may include offers from us. You can unsubscribe at any time from all services by replying STOP.
- You represent that you are the owner, or authorized user of the wireless device you use to subscribe to the service, and that you are authorized to approve the applicable charges.
- PADI will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis.
- Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, the date, time and content of your messages and other information that you may provide. PADI may use this information to contact you and to provide the services you request from PADI, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. PADI will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, PADI reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect PADI rights or property.
- The service as well as the content and materials received through the service are proprietary to PADI and our licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the service or its functionality.
- PADI reserves the right to alter charges and/or these terms and conditions from time to time. PADI may suspend or terminate the service to you if PADI believes you are in breach of PADI's terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. PADI may discontinue the service at any time.
- If you have any questions, e-mail club@padi.com. You can also reply HELP to gather additional information about the service. PADI's do not charge for help or info messages; however, your normal carrier rates apply.

PADI Entities

The location of your home address account automatically determines which PADI entity you are paying.

PADI Americas, Inc.

PADI Asia Pacific Pty Limited

PADI Canada Limited

PADI EMEA Limited

K.K. PADI Asia Pacific Japan

PADI Service Offices

Besides the office in the United States, the PADI Companies include service offices and distribution centers in Australia, Canada, Japan, China and the United Kingdom, each serving a defined territory (PADI Office). The laws and regulations concerning data privacy and related rights and responsibilities differ by country. Each of the PADI Companies offices has the appropriate policies in place to provide compliance with the laws and regulations of the countries it serves.

For more information about any branch offices' specific territories and privacy policies, please contact the office using the contact information provided below.

For questions or comments, the contacts are:

PADI Americas, Canada and Latin America: legal@padi.com

PADI Asia Pacific: legal@padi.com.au

Japan Office: padijpn@padi.co.jp

PADI China: chinese.services@padi.com

PADI Europe, Middle East and Africa: privacy@padi.co.uk