

General Terms and Conditions

for using the Social Network ScubaVagabonds.com

§1 Creation of the Contractual Relationship and Changes to the GTC

- (1) The following GTC (General Terms and Conditions) govern the contractual relationship between the provider of the social network ScubaVagabonds.com, Glumpler GbR (hereinafter referred to as provider), and the commercial user (group) respectively the private user (member). Groups and members will hereinafter be referred to as users.
- (2) With the completion of the registration process for the social network, the user is making an offer for the conclusion of a licence agreement based on these GTC. Upon the activation of the account by the provider, the latter is accepting said offer for the conclusion of a licence agreement.
- (3) In cases where doubts exist, conditions of the user which contradict these GTC shall only be recognised through the express written confirmation of the provider.
- (4) The provider is entitled to change and adapt these conditions throughout the course of a membership. The provider shall notify the user in text format of any changes to the conditions and shall make him or her aware of the new regulations and of their right to object. The provider shall also give the user an appropriate period of six weeks in which to declare if they accept the changed conditions of use for the further utilisation of the services offered by the provider. If no statement is made within this period, the altered conditions shall be deemed to have been accepted. The provider shall make the user expressly aware of this legal effect at the beginning of the period in question. If the user disagrees with the changes to these conditions, the provider is entitled to terminate without notice the licence agreement at the point in time when the conditions of use come into effect for the other users.

§2 Subject of the Licence Agreement

- (1) The subject of the licence agreement is the free-of-charge provision of the social networking site ScubaVagabonds.com by the provider, which can be accessed from anywhere in the world. The social network is dedicated to the topic of scuba diving.
- (2) The provider shall supply the user with the following usage options:
 - Creation of an individual profile on the person, which is open not only to other registered users but also to all internet users and which can be found using search engines
 - Uploading of one's own content, which can be managed through the account
 - Making contact with other users and administration of the contact data

- Acknowledgement and rejection of contact requests from other users
 - Receive and send messages from and to other users
 - Perform a search request for other users and for profile data
 - Make entries in the user forums on the topics provided for there
 - Make entries and post comments in blogs on the topics provided for
 - Book diving courses, dives, liveboards, diving gear and accommodation. The provider acts merely as an intermediary and not as an organiser here.
- (3) The specific graphic and functional arrangement of the usage options covered by the contract, the extension of said usage options with extra features or their supplementation with additional services that would be subject to a charge are at the provider's discretion. While obliged to maintain the usage options covered by the contract, the provider is entitled to modify and adapt their specific arrangement at any time.
- (4) The social network shall be available to the user for at least 95% of the time over the course of a year. Owing to technical factors, 100% availability cannot be achieved. With the conclusion of the licence agreement, the user recognises this fact. Unavoidable, unpredicted and extraordinary events which could lead to the social network not being available, such as power outages, hacking attacks or breakdowns in the telecommunication lines at the point of transmission to the internet, are not allowed for in the minimum availability specified.
- (5) Using the content provided on the social network outside of said social network requires the prior written approval of the provider.
- (6) The provider shall supply the user simply with a communications platform, without actually playing a part itself in the communication that takes place among the individual users. Neither shall the provider be involved in the conclusion of contracts between users, which these users conclude on the social network supplied by the provider. Accordingly, the provider shall not be a contractual partner in any contracts concluded by the users on the social network provided by it. This means that the users bear sole responsibility for the rights and obligations resulting from the contracts concluded between them. The provider shall not bear any liability for any breaches of duty on the part of the users, which result from contracts concluded among these users.
- (7) In contracts concluded between users on the social network, the provider simply acts as an intermediary. For such contracts, the GTC of the user presenting its offers to other users for reservation on the social network shall apply. The user making the offer is the sole contact partner and contractual partner for the other users.
- (8) The groups (diving schools, diving organisations, diving businesses) can decide freely at all times whether to accept or refuse individual users into their groups. The user does not have any right to be accepted into a group.

§3 Right of Revocation for Bookings made on ScubaVagabonds.com

Bookings can be cancelled by the member free-of-charge at any time prior to the starting date of the booking by simply cancelling the booking in his or her account or by sending an email to the group.

§4 Registration, Account, Dealing with Passwords

- (1) Only natural persons or legal entities can register to use the social network. A legal entity can only be registered by a person authorised to represent said entity. Users registering must be at least 14 years old.
- (2) The user is obliged to provide truthful and complete information on himself or herself and to constantly keep their data up to date as per the provisions of the registration form. The use of pseudonyms and aliases is not permitted except when choosing a user name.
- (3) Furthermore, the user is obliged to only use photos for his or her profile photo which allow the user to be clearly recognised and the use of which does not violate the rights of any third parties. Photos, images and graphics not showing the user may not be used as the profile photo. Only groups may use company logos.
- (4) The user is obliged to keep his or her password secret, to store it safely and not to allow third parties have access to it. If the password becomes known to a third party, the user must immediately inform the provider of this either by e-mail or in writing so that the old password can be disabled and a new one issued. The user is not entitled to make his account available to third parties. The user is aware that he or she shall be held fully responsible for the actions of a third party to whom they make their account available.
- (5) A user may only register once and may only create one user profile. The provider does not assume any liability for the real identity of individual users. This means that every user must satisfy themselves as to the real identity of other users. For technical reasons, it is not possible for the provider to verify with 100% accuracy the real identity of the registered users of the social network.

§5 General Obligations of the User

- (1) The user may only avail of the usage options made available by the provider within the context of the contractually specified purposes. The user is prohibited from any misuse of these usage options beyond the purposes specified. In particular, such misuses may include:
 - Systematically selecting contact data for other users and members for the purposes of passing them on to third parties;
 - Unreasonable harassment of other users or members, natural persons or legal entities through aggressive, obscene, insulting, slanderous or intrusive content;

- Offers and posts containing content which is sexual in nature, pornographic, of an extreme right wing or left wing nature or which glorifies violence;
 - Unreasonable harassment of other users through the mass sending of unsolicited advertising;
 - Large-scale or ongoing use of the social network for the publication and dissemination of offers which are not in keeping materially with the purpose or subject of the social network and which could impact upon the social network's attractiveness for other users and members;
 - Any actions which could lead to excessive system overloads or to system disturbances;
 - The use of third-party identities for registration, publishing content or sending messages.
- (2) Each of the afore-mentioned breaches of duty entitles the provider to terminate the licence agreement without notice and to close the account. In addition, the provider is entitled to refuse the activation of a new account for the user in question for the duration of one year from the date of termination.
- (3) All remarks and comments made must comply with the rules on polite and respectful behaviour among users and members. Criticisms and expressions of opinion should be constructive in nature.

§6 Obligations of the User in Terms of Content posted

- (1) When placing content (text, images, photos, videos, names, trademarks and the like), the user must ensure that he or she is not violating the rights of any third parties (e.g. copyrights, patent and trademark rights, design rights, utility patent rights, personal rights, rights relating to one's own image, rights relating to anti-competitive behaviour).
- (2) The user bears sole responsibility for the content he or she posts on the social network.
- (3) The user shall exempt the provider from all claims from third parties, which the latter may assert in relation to a violation of rights committed by the user and which the user is responsible for. In this respect, the user shall assume all the necessary costs of his or her legal defence.
- (4) The provider is entitled to delete or disable content placed by the user if this content infringes upon the rights of third parties, if third parties make claims regarding a violation of their rights, the justification of which cannot be immediately dismissed, or if the content violates these GTC or any legal provisions in place.
- (5) If the provider receives notice of a possible rights violation by the content published by the user, it shall inform the user immediately in writing of this.
- (4) Content published by the user has to be published in English. Other languages are not allowed at the moment. If the user is publishing content in a language not allowed, the user

will be informed by mail to change the content into English within 48 hours. Otherwise the content will be deleted by the provider.

§7 Making Adjustments to Services, New Services and Changes to existing Services

The provider reserves the right to make adjustments to services offered on the social network, to offer new services and to change existing services, provided this is appropriate for the user.

§8 Termination, Closure and Deletion of the Account

- (1) The user is entitled to terminate without notice the licence agreement with the provider at any time. The termination must be made in writing or it can be declared by implication through the deactivation of the account. In the event of such a termination, the profile of the user and all the content published by him or her on the social network shall be deleted and access to the social network disabled.
- (2) The provider is entitled to terminate the licence agreement with a notice period of four weeks to the end of the preceding month.
- (3) Along with a termination with notice, the provider is also entitled to terminate the licence agreement without any notice period, if there is a good reason for doing so. In particular, such a good reason might be if the user:
 - Consistently and gravely fails to meet his or her contractual obligations (see §5)
 - Culpably and gravely violates legal provisions when using the social network
 - Is a member of a cult
 - Is a member of a religious community that is controversial in Germany
 - Is a member of an association that is under the supervision of the authorities in GermanyIn addition, the provider is entitled to delete the account and to refuse to set up a new account for the user in question for the duration of one year from the date of receipt of the termination.
- (4) The provider shall exercise its right to an ordinary termination and to the deletion of the account if the user has not logged in for more than a year and if the user fails to react within six weeks by e-mail to a subsequent reminder message sent to him or her.

§9 Liability

- (1) Claims for damages – regardless of their legal basis – against the provider (including its agents), which stipulate slight negligence only exist when an important contractual obligation or cardinal obligation has been violated. A cardinal obligation is an obligation on whose compliance the user should be able to rely and the fulfilment of which is necessary in order for the contract to be properly executed. In such instances, claims for damages shall be limited to damages foreseeable from the nature of the contract.
- (2) The restrictions mentioned above do not apply if the damages caused are covered by the provider's liability insurance and if the provider has received a payment from this on behalf of the insurer. The liability insurance coverage in existence when the contract is completed shall be maintained by the provider.
- (3) Personal injury and property damage claims that are based on the German Product Liability Act shall not be affected by above liability exclusions. The above mentioned liability exclusions shall also not apply in the events of express guarantees given by the provider or its vicarious agents or in the case of lacking promised features.

§10 Responsibility for Contents posted by the User

The provider does not bear any responsibility for the data, content or offers placed on the social network by the user or for the data, content and offers of websites, which the user provides links to from the social network.

§11 Rights to Contents posted

Using, publishing or reproducing the content in either electronic or print media requires the prior express written consent of the provider.

§12 Data Protection

The provider's data protection statement, which the user can view under <http://scubavagabonds.com/privacy-policy/>, applies.

§13 Final Provisions

- (1) The contract and any changes to it must be set out in writing. There are no side agreements.
- (2) If any provision within these GTC should become invalid, this does not affect the validity of the remainder of the GTC.
- (3) The place of fulfilment is the provider's registered office.

- (4) Where legally permissible, the place of jurisdiction is the provider's registered office.
- (5) The law of the Federal Republic of Germany, to the exclusion of international private law and the UN sale of goods law (which has been adopted into German law), shall apply.

End of General Terms and Conditions

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ScubaVagabonds.com

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