



# General Terms of Use

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## Preamble

By logging on to DIVE-HIVE, users accept the following General Terms of Use.

The User can call up, print out, download and or save these General Terms of Use at any time, even after the agreement has been closed, under the "Terms & Conditions" link that appears on the DIVE-HIVE websites.

## 1. Provider, Scope of Application

1.1 The provider and operator of the online service (hereinafter referred to as „the Service,“ the „platform“ or „DIVE-HIVE“) and thus the contractual partner of the Users of the Service (hereinafter referred to as „User“) is Juergen Donauer, Red Sea Research Ltd, PO Box 130, Blue Beach Resort, Dahab, South Sinai, Egypt (hereinafter referred to as „DIVE-HIVE“).

1.2. The following General Terms of Use contain the basic rules for using DIVE-HIVE and governing all legal transactions and acts of similar nature effected between the User of the service and DIVE-HIVE. They apply exclusively. The User's terms of business are hereby refuted insofar as they contain provisions diverging from or conflicting with the Terms of Use given below.

## 2. Definitions

„User“ shall mean any individual person or legal entity or association of persons registered with DIVE-HIVE.

## 3. Registration, User Account, Conclusion of Contract

3.1 Using the service is contingent upon the User registering with DIVE-HIVE and setting up a user account. When registering the User is bound to provide complete and truthful information. If subsequent to registration any of the data collected changes, then the User must update the particulars in his/her user account without delay.

3.2 On registering, the User chooses a user name and a password (referred to hereinafter as „Access Data“). User names are not permitted if their use constitutes an infringement of third-party rights, in particular the right to use a name or mark, or which otherwise break the law or are contrary to public policy. The User must keep his/her Access Data secret and protect it from unauthorised third-party access. If the User mislays his/her Access Data, or if he/she discovers or suspects that his/her Access Data is being used by a third party, then he/she must immediately notify DIVE-HIVE to this effect.

3.3 Each User is entitled to register with DIVE-HIVE only once, and the User may only establish one (1) user profile.

3.4 On sending off the registration form, the User submits an offer to conclude an agreement on use with DIVE-HIVE. DIVE-HIVE reserves the right to turn down the User's registration without giving reasons. On DIVE-HIVE's acceptance of the registration, the User receives a confirmatory email containing a link and an activation code, and again listing the User's main particulars. On receipt of this confirmatory email, the agreement on use is brought about between DIVE-HIVE and the User.

3.5 Using DIVE-HIVE is not permitted for minors and individuals who have no or only limited legal capacity.

#### **4. Uploading data**

4.1 Before uploading a photo, the User confirms that he/she holds the rights required for the upload.

4.2 DIVE-HIVE shall only make data and/or information provided by the User available for other uses provided that this data and/or information does not violate any laws or these General Terms of Use.

4.3 DIVE-HIVE reserves the right to reject or delete photographs which do not meet DIVE-HIVE's content criteria or formal requirements. The User has no legal entitlement to post a photograph on DIVE-HIVE or to have it left in place there.

#### **5. Inadmissible Content & Conduct**

5.1. The User undertakes vis-à-vis DIVE-HIVE not to upload any illegal pictures on to DIVE-HIVE, in particular no pictures which

- contain any company logos
- are of a defamatory or derogatory nature;
- infringe another person's right to protection of privacy or other personal rights, such as the right to one's own picture, in particular third parties' rights to their own picture;
- contain pornographic, obscene or abusive motifs and materials;
- infringe other parties' copyrights, ancillary copyrights or trademark rights;
- are liable to civil action or prosecution on other grounds.

The same applies to articles, the content of the user profile and other contributions by the User which are published or intended for publication on DIVE-HIVE. DIVE-HIVE reserves the right to delete photographs, articles, user profiles and contributions if and as necessary.

5.2. The User is obliged to comply with all applicable legislation, and respect all third-party rights. In Particular, the User shall not

- Unreasonably annoy (particularly with spam) any other user
- Use or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling or pyramid sales).

5.3 The User is obliged to refrain from engaging in any of the following annoying actions, even if they do not constitute a breach of any applicable laws:

- Sending chain letters
- Performing, advertising and promoting any form of structural distribution measures
- Communicating in any insinuating or sexual way (suggestive or explicit).

## 6. Responsibility for the User's Content, Data or other Information & User's Liability

6.1 DIVE-HIVE does not make any warranties or representations regarding any data and/or information provided or made available by any user on any of the DIVE-HIVE website or on any external websites linked to them. In particular, DIVE-HIVE does not warrant or represent that said data and/or information is true or accurate, or that it fulfils or serves any particular purpose.

6.2 The User is solely responsible for all his/her assignments of rights and contributions, and for the content of his/her user profile. The User is under obligation to review with care whether a photograph and its intended use on DIVE-HIVE constitute an infringement of third-party rights.

6.3 If any claims are filed against DIVE-HIVE by third parties as a result of a culpable violation of the duties incumbent on the User and in particular regarding the granting of rights of use, then the User shall fully release and discharge DIVE-HIVE first demand from all and any liability and costs, including litigation costs. DIVE-HIVE shall immediately inform the User if any such claim is filed, and insofar as is required by law and/or possible, it shall give the User an opportunity to enter a defence against the claim being asserted.

6.4 Item 6.3 shall apply mutatis mutandis to any claims by other Users or third parties due to the subject-matter of a photograph – regardless of its authorship – infringing a third party's legal position, in particular exploitation rights under copyright law or personal rights (in particular the right to one's own picture), or if any other third-party rights (in particular personal rights) are infringed by the User's contributions or the content of his/her user profile.

## 7. DIVE-HIVE's Liability

DIVE-HIVE shall be liable in accordance with statutory regulations, with the following limitations: if a registered User sustains any damage due to loss of data, then DIVE-HIVE shall not be held liable insofar as the damage would have been avoided if the User had stored all the relevant data in its entirety at regular intervals. Provided any damage occurring does not involve mortal injury, physical harm or health damage, and as long as only slight negligence applies, DIVE-HIVE's liability for any damage which is unforeseeable or atypical for the type of contract is excluded.

## 8. Term & Termination of the Subscription & Agreement on Use

8.1 The agreement on use is concluded for an indefinite period. Routine notice of termination may be given by either party at any time. DIVE-HIVE and the User reserve the right to give immediate extraordinary notice. DIVE-HIVE may give extraordinary notice in particular in the event of any serious breach of these Terms of Use. In all events, notice terminating the agreement on use must be given in text form..

8.2. As a more lenient measure in the event of a breach of these Terms of Use, DIVE-HIVE may also temporarily inactivate the User's account in order to urge him/her to comply with his/her obligations. The User shall be notified in writing about any such inactivation of his/her account.

8.3 In the event of his/her user account being inactivated or of DIVE-HIVE giving notice for important cause, the User concerned shall be prohibited from re-registering and opening a new user account with DIVE-HIVE, until such time as DIVE-HIVE gives express prior approval.

8.4 When notice of termination takes effect, DIVE-HIVE shall delete the registered User's account including all the photographs and posts placed on DIVE-HIVE.

## 9. Data Protection

DIVE-HIVE recognizes that any data provided by the User to DIVE-HIVE is extremely important to the User, and DIVE-HIVE shall therefore be particularly sensitive in handling such data. DIVE-HIVE shall comply with all applicable legal provisions regarding data protection (German Data Protection Laws, European Data Protection Directives and any other applicable data protection legislation). In particular, DIVE-HIVE shall not provide or otherwise disclose any personal data of the User to any third party without authorization. Further information on data protection and data safety can be obtained from DIVE-HIVE's Data Protection Policy.

## 10. Amendments to the General Terms of Use

DIVE-HIVE reserves the right to amend these General Terms of Use at any time. On logging in, Users will be notified on a separate Internet page about any amendments or the new Terms of Use. Registered Users are given 7 days to consider whether to accept application of the amendments or the new Terms of Use. During this period, the User may continue using DIVE-HIVE in accordance with the unaltered Terms of Use. In the event that the User decides not to accept application of the amendments or the new Terms of Use, DIVE-HIVE reserves the right to exercise its right to give routine notice. On the relevant page on its website, DIVE-HIVE will specifically draw registered Users' attention to the time allowed for consideration, to the deadline, and to its reservation of the right to give notice.

## 11. Final Provisions

11.1 If any provision of these General terms of Use is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

11.2 The place of performance under these General terms of Use shall be DIVE-HIVE's main place of business.

11.3 Place of jurisdiction, insofar as legally admissible, shall be the main place of business of DIVE-HIVE.