

Website Terms and Conditions:

These Terms and Conditions of Use ("Terms") govern your use of our website located at www.mandarin-divers.com ("Site") and form a binding contractual agreement between:

- a) the user of the Site ("you"); and
- b) Mandarin Divers Ltd and the owners, operators, and administrator thereof, whether natural persons or corporate entities ("Mandarin Divers Ltd").

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Site.

You can contact Mandarin Divers Ltd on "enquiry@mandarin-divers.com".

By using the Site, you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Site.

1. License to use Site

1.1 Mandarin Divers Ltd grants you a non-exclusive, world-wide, non-transferable license to use the Site in accordance with these Terms.

1.2 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Site for your own personal, non-commercial use.

1.3 The Site contains content sourced in real time from various supplier websites and such content has been added by people other than Mandarin Divers Ltd. We do not endorse, sponsor or approve any such user generated or any content available on any linked website.

1.4 Any information presented by Mandarin Divers Ltd is not offered as professional or any other advice on any particular matter. No client or other reader should act or refrain from acting on the basis of any matter contained in this document without seeking appropriate professional advice on the particular facts and circumstances at issue.

1.5 The use of any content on the Site for commercial purposes is expressly excluded, and is only available in accordance with the terms of any express written contract or agreement between Mandarin Divers Ltd and the party seeking to use said content for commercial purposes.

1.6 You acknowledge and agree that:

- (a) Mandarin Divers Ltd retains complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in Mandarin Divers Ltd sole discretion; and
- (b) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

2. Personal Information

2.1 Mandarin Divers Ltd undertakes not to disclose any personal information to third parties except as provided for in these Terms, the Privacy Policy and by law.

3. Warranties

3.1 You represent and warrant to Mandarin Divers Ltd that you have the legal capacity to enter these Terms; and

4. Liability

4.1 To the full extent permitted by law, Mandarin Divers Ltd excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

4.3 These Terms are to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If such legislation applies, to the extent possible, Mandarin Divers Ltd limits our liability in respect of any claim to, at the option of Mandarin Divers Ltd:

- (a) In the case of goods:
 - (i) The replacement of the goods or the supply of equivalent goods;
 - (ii) The repair of the goods;
 - (iii) The refund of any monies paid for the goods;
 - (iv) The payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (v) The payment of having the goods repaired, and
- (b) In the case of services:
 - (i) The refund of any monies paid by you for the services;
 - (ii) The supply of the services again; or
 - (iii) The payment of the cost of having the services supplied again.

5. Dangerous Recreational Activity

- 5.1 You acknowledge and agree that scuba diving is an inherently dangerous recreational activity.
- 5.2 You acknowledge and warrant that you will not engage in any form of scuba diving beyond the restrictions in any qualification you have successfully attained through any recognised scuba diving training institution.
- 5.3 You acknowledge and accept that any and all information appearing in any form on this Site is not guaranteed as accurate or correct.
- 5.4 You acknowledge and warrant that in conducting any scuba diving or other activity that you have not relied upon any information appearing on this Site, and that the aforementioned information formed no part of the cause of any injury, damage, misadventure, statement or otherwise detrimental act or omission as it relates to yourself or third parties.

6. Termination

- 6.1 Any entitlements accruing to you under these Terms will cease immediately if, for any reason, Mandarin Divers Ltd ceases to operate the Site.
- 6.2 We may otherwise terminate these Terms immediately in whole or in part, on notice to you, if you have breached these Terms in any way.

7. Force Majeure

- 7.1 To the extent permitted by law, Mandarin Divers is not liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of Mandarin Divers Ltd, and Mandarin Divers Ltd shall be entitled to a reasonable extension of time for the performance of such obligations.

8. General

- 8.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 8.2 If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 8.3 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 8.4 You agree that Mandarin Divers Ltd may at any time change these Terms without notice to you.
- 8.5 This Agreement is governed by the Laws of the Special Administrative Region of Hong Kong and each party submits to the jurisdiction of the courts of Special Administrative Region of Hong Kong.