

2.1. Website Privacy Statement

To be placed on Durban Undersea Club Website

2.1.1. COMMITMENT TO YOUR PRIVACY

Welcome to the Website, owned and operated by Durban Undersea Club. Durban Undersea Club is committed to protecting the privacy of the user of the website. Durban Undersea Club values the trust of its subscribers and all others who work with it. Durban Undersea Club recognises that maintaining your trust requires transparency and accountability in how Durban Undersea Club handles your personal information. This privacy statement is incorporated into and is subject to Durban Undersea Club's standard Terms and Conditions relating to the use of the Website.

In performing Durban Undersea Club's services in the ordinary course of business, Durban Undersea Club may collect, use, and disclose personal information. Anyone from whom Durban Undersea Club collects such information can expect that it will be lawfully protected as far as reasonably possible and that any use of this information is subject to consent, as required by law. This is in line with the general privacy practices of Durban Undersea Club.

We comply with the Protection of Personal Information Act No. 4 of 2013 (POPIA) and the principles outlined in Sections 50 and 51 of the Electronic Communications and Transactions Act No.25 of 2002 (ECTA) which govern your right to having your personal information kept private.

This privacy statement sets out how Durban Undersea Club collects, uses, discloses, and safeguards the Personal Information it processes during its business.

2.1.2. DEFINITIONS

In this privacy statement Durban Undersea Club makes use of the following terms:

- *"Personal Information"* means all information which may be personal in nature or information about an identifiable natural or existing juristic person in terms of POPIA.
- *"User, you, your or yourself"* refers to any person who makes use of the Website.

2.1.3. WHAT PERSONAL INFORMATION DOES DURBAN UNDERSEA CLUB COLLECT AND WHY?

Durban Undersea Club may collect personal information in conducting its ordinary business operations, including using its Website. In processing such personal information, Durban Undersea Club ensures that it complies with the provisions of POPIA, and personal information is used for legitimate business purposes.

Durban Undersea Club limits the use and disclosure of personal information to include only what is permitted in terms of POPIA, where consumers have consented to such collection, use and disclosure.

Confidentiality of your personal information is important to us. Unless we have your consent or permitted under the national laws, we will not sell, rent, or lease your personal information to others. We will not use or share your personal information in ways unrelated to the circumstances described in this Website Privacy Statement.

2.1.4. OBTAINING CONSENT

Durban Undersea Club does not, except where otherwise permitted by law, collect, use, or disclose your personal information without your consent.

2.1.5. USE AND DISCLOSURE OF PERSONAL INFORMATION

Durban Undersea Club operates its Website, and conducts its business in general, in accordance with South African legislation. Durban Undersea Club considers it imperative to protect the privacy interests of data subjects. If Durban Undersea Club sends personal information outside of South Africa (including if such information is hosted offshore), Durban Undersea Club will ensure that it takes all reasonable steps to ensure that it complies with all applicable laws in this regard, including POPIA.

Unless permitted under the law or your consent is obtained, Durban Undersea Club will not transfer your personal information outside the Republic of South Africa.

2.1.6. RETENTION OF PERSONAL INFORMATION

All personal information retained on Durban Undersea Club's database, including such information obtained using the Website, is in accordance with the retention provisions set out in the laws and regulations of South Africa, including those set out in POPIA.

We retain your personal information for as long as reasonably necessary to fulfil the purpose for which it was collected and to comply with laws and your consent to such purpose, remains valid after termination of our relationship with you.

2.1.7. YOUR RIGHTS IN RELATION TO YOUR PERSONAL INFORMATION

It is important to note that you have rights in relation to your personal information. You have the right to contact Durban Undersea Club at any time to ask Durban Undersea Club to:

- Confirm that it holds your personal information.
- Provide you access to any records containing your personal information or a description of the personal information that Durban Undersea Club hold about you.
- Confirm the identity or categories of third parties who have had, or currently have, access to your personal information.

Durban Undersea Club aims to ensure that your personal information is accurately recorded. To be able to achieve this, we adhere to processes that help ensure and maintain data accuracy. We provide individuals with reasonable access to review and correct their personal information. Durban Undersea Club's contact information is as set out on the Contact Us page of this Website.

When you make a request regarding your personal information, Durban Undersea Club will take reasonable steps to confirm your identity. There may be times when Durban Undersea Club cannot grant access to your personal information, including where granting you access would interfere with the privacy of others, or result in a breach of confidentiality. Durban Undersea Club will always provide you with reasons if this is the case.

If you are of the view that any personal information that Durban Undersea Club holds about you is incorrect, including that it is inaccurate, irrelevant, outdated, incomplete, or misleading, you can ask Durban Undersea Club to correct it. If you believe that any personal information that Durban Undersea Club holds about you is excessive or has been unlawfully obtained, you can ask Durban Undersea Club to destroy or delete it.

You may do the same if you think that Durban Undersea Club has retained it for longer than necessary, given the purpose.

It is important, however, to understand that if you withdraw your consent for Durban Undersea Club to use some of your personal information, it may affect the quality and level of service that Durban Undersea Club can provide to you.

When you contact Durban Undersea Club, please let us know your name, address, any email address you have provided and a description of the circumstances under which you provided the data. We will make reasonable efforts to incorporate as soon as practicable the changes in personal information that we maintain.

You have the right to lodge a complaint to the Information Regulator:

- By e-mail: infoereg@justice.gov.za
- To the following postal address: SALU Building, 316 Thabo Sehume Street, Pretoria.
- By telephone: 012 406 4818
- By Fax: 086 500 3351.

2.1.8. SECURITY

Durban Undersea Club takes security and the protection of personal information seriously. We maintain physical, technical, and organisational safeguards to protect any data that we collect. We have adopted procedures to secure storage of personal information and are committed to working with our data suppliers to protect the security of personal information during any transfer to or from us.

We have also instituted safeguards to identify and help prevent the fraudulent use of personal information. Your personal information is only accessible to those employees, agents, or contractors for business purposes and on a strictly need-to-know basis. For security purposes we then move all the personal information that we collect or obtain about you, to an environment on our network that has controls in place to limit access to and secure the data.

On the Website, we take precautions to secure your personal information. If we ask you to provide your personal information, we will do so through a web page that uses the industry standard secure transport protocol. This protocol provides security for your information by encrypting it as it travels from your computer to our computer.

To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access to or making alterations to data we maintain.

Durban Undersea Club has adopted a security model to protect your personal information that complies with generally accepted information security practices and procedures. As part of Durban Undersea Club's security systems, Durban Undersea Club has implemented fire-wall technology, password controls, encryption processes and antivirus software. This is in addition to as the physical security measures adopted by Durban Undersea Club to ensure that it takes all reasonable technical and organisational measures to prevent loss of damage to, or unauthorised destruction of personal information, and unlawful access to or processing of personal information. Durban Undersea Club has a security policy in place that every employee, and supplier of Durban Undersea Club must adhere to.

2.1.9. CHILDREN'S PRIVACY

Durban Undersea Club defines children as individuals under the age of 18. This Website is not intended for the use of children, and we do not intend to collect information about children through the Website. This Company does not knowingly collect information from children under the age of 18 and our Website do not target children under 18. We encourage parents and guardians to take an active role in their children's online activities and interests.

You must be at least 18 to access or use any products or services through the Website or become a subscriber of any program entitled to subscription benefits.

2.1.10. COOKIES

The Website uses cookies in a limited way. Cookies are small files containing information that a Website uses to track a visit by a user. Durban Undersea Club uses session cookies to better understand how the Website is used by users to improve the performance of the Website for users.

A cookie is also set on your computer to allow Durban Undersea Club to recognize you whenever you visit and collect information, like the pages you visit and the preferences you choose. We use the information we collect for statistical purposes and to study how the Website is used so that we may improve and enhance your experience on the Website. No personal information is stored in cookies.

It is possible for you not to accept our cookies while using Website by setting the preference in your web browser.

If you would like more information about cookies, you can visit:
http://www.cookiecentral.com/n_cookie_faq.htm.

2.1.11. THIRD-PARTY WEBSITES

Durban Undersea Club Website may offer links to third-party websites, including payment gateways for credit card payment. You should be aware that operators of linked websites may also collect your personal information (including information generated using cookies) when you link to their websites. If you follow a link to any of these websites, it is important to note that these websites have their own terms of use and privacy policies and that Durban Undersea Club does not accept any responsibility or liability for them.

As Durban Undersea Club is not responsible for any representations, information, warranties, or content on any website of any third-party. Durban Undersea Club does not exercise control over third-parties' privacy policies. Durban Undersea Club is not responsible for how such parties collect, use, or disclose your information. It is important for you to familiarize yourself with their privacy policies before providing them with your personal information.

Durban Undersea Club may use Google Analytics or other similar analytical tools to obtain information collected to display, optimise, and personalise advertisements and customer experience on our Website. To determine which advertisements you may find useful, and to personalise your experience on the Website.

2.1.12. MARKETING

With your consent, Durban Undersea Club may use your personal information to promote and market additional products, services, and special offers from us or our affiliates that may be of interest to you. When you visit the Website, we may ask you if you want to sign-up to receive information and promotional offers and its marketing partners.

If you decide to register for emails, you may opt-out from receiving such communications, at any time. If you wish to opt-out, please contact us as per the details provided on the Contact Us page. If you do not provide us your consent, some features in our Website may not be available to you.

We will use your personal information for the direct marketing purpose only if you give your consent to us or it is permitted by the laws.

In case you no longer want to receive this news or information, you may opt-out of receiving such by responding to the newsletter and asking to be unsubscribed or calling Durban Undersea Club and asking to be taken off the list.

2.1.13. UPDATING OF PRIVACY POLICY

Our compliance with this Website Privacy Statement will be monitored on a regular basis. Durban Undersea Club reserves the right to modify this Website Privacy Statement with or without notice. The Website Privacy Statement posted at any time via the Website shall be deemed to be the Website Privacy Statement then in effect. You therefore agree and undertake to review the Website Privacy Statement whenever you visit the Website.

2.1.14. CONTACT INFORMATION

Questions, concerns, or complaints related to this Website Privacy Statement or Durban Undersea Club's treatment of personal information should be directed to the email address as per the Website Contact Us page.

2.2. Terms and Conditions of Use for the Website

To be placed on Durban Undersea Club Website

2.2.1. INTRODUCTION

Welcome to the Website, owned and operated by Durban Undersea Club. These Terms and Conditions of use set out the terms that regulate the use of the Website by the user.

2.2.2. ACCEPTANCE OF TERMS

These Terms take effect as soon as you access the Website and is a binding agreement between Durban Undersea Club and yourself. The current version of these Terms will govern both Durban Undersea Club's and your rights and obligations each time you access this Website. If you do not agree with any provision contained in these Terms, you must immediately stop using the Website. Your failure to do so, and your continued use of the Website, will mean that you have read, understood, and agree to the provisions of these Terms.

2.2.3. USE OF THE WEBSITE

By accessing the Website, you warrant that your use of the Website is for lawful purposes, you are over 18 years of age, and you can legally conclude an agreement with Durban Undersea Club.

You further warrant that you will not contravene any South African or international laws by using the Website, any services offered on the Website, or any information provided to you by Durban Undersea Club through your use of the Website. Except as expressly authorised by these Terms, you may not use, alter, copy, distribute, or transmit any content contained on this Website.

2.2.4. USE OF INFORMATION

Durban Undersea Club conducts its business in accordance with South African legislation applicable to its business. One aspect of such legal compliance relates to data protection. Durban Undersea Club values the privacy of your information and will protect your personal information in accordance with laws and regulations. This includes the Protection of Personal Information Act no 4 of 2013 (POPIA).

By using the Website, you acknowledge, agree and consent to Durban Undersea Club and our suppliers, or any person authorised on our behalf, using your personal information, for any purpose necessary for you to use the Website, or for Durban Undersea Club to render any service to you via the Website.

2.2.5. AMENDMENT OF TERMS

Durban Undersea Club reserves the right to amend these Terms at any time. Whenever Durban Undersea Club concludes any amendments to these Terms, the amended Terms will be posted on this page, together with an indication at the bottom of the page as to the date upon which the Terms were last revised. You agree to review these Terms for any such amendments whenever you visit the Website. Should you not agree to any amendments to these Terms, you must immediately stop using the Website.

2.2.6. CONTENT OF USERS (If applicable)

There are certain areas on the Website that allow users of the Website to upload questions, data, and other information. As a user, you are responsible for the content that you upload, display, and add to the Website. Durban Undersea Club will not review any user content.

You agree not to add any user content that contains any information that is not legally permitted, you do not have a right to make available under any law, or under contractual relationships and you know is incorrect. You agree that any user content that you add to the Website does not violate any third-party rights.

2.2.7. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

For purposes of these Terms, Intellectual Property Rights means all intellectual property rights including, patents, designs, copyright, trademarks, trade secrets and know-how, applications and registrations, renewals, and extensions.

Unless the contrary is specified in these Terms, all content contained on the Website, or incorporated or embedded in any service offered on the Website, including software, images, text, graphics, illustrations, logos, branding, photographs, and all Intellectual Property Rights in such content, belongs exclusively to Durban Undersea Club. You agree that you will at no time lay claim to Durban Undersea Club content, and to any Intellectual Property Rights subsisting in such content.

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license to any Intellectual Property Rights belonging to Durban Undersea Club, and you agree that you will not:

- Modify, port, translate, localise, or create derivative works of Durban Undersea Club content.
- Decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques or algorithms contained or incorporated in any Company content.
- Disclose any of Durban Undersea Club content.
- Sell, lease, license, sublicense, copy, market, reproduce, transmit or distribute Durban Undersea Club content.
- Knowingly take any action that would cause any of Durban Undersea Club content to be placed in the public domain.

You understand and acknowledge that you may be exposed to user content that is inaccurate, misleading, and offensive. You agree that Durban Undersea Club will not be liable for any damages you allege to incur because of exposure to such user content.

2.2.8. DISCLAIMER OF WARRANTIES AND LIABILITIES

Durban Undersea Club does not make any warranties, statements, or guarantees, regarding the Website and any services offered on the Website. These are provided on an "as is" basis. Use of the Website, any Company content and any service offered is entirely at your own risk.

Durban Undersea Club makes no warranties or conditions about the quality, accuracy, reliability, completeness, or timeliness of any of the foregoing. Durban Undersea Club does not take any responsibility for any errors, omissions or inaccuracies on the Website, the content and any service that may be offered.

Neither Durban Undersea Club nor its shareholders, directors, or employees (Indemnified Parties), shall be responsible for any loss, harm, damage, and expense which may be suffered by you or any third-party, which may be attributable to your access and use of the Website, or any information contained on or received via the Website.

The Indemnified Parties shall not be liable for any loss of business, data or profits, failure, or unavailability of the Website for any reason, and failure by any third-party service provider to render any service which are necessary to ensure the availability of the Website.

You hereby indemnify the Indemnified Parties against any loss, liability, harm, damage, or expense which may be suffered by you or any third-party because of or which may be attributable to any of the above.

2.2.9. INDEMNITY

In addition to the warranties and indemnities set out above, you hereby agree to hold harmless the Indemnified Parties from any claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from:

- Your violation of any provision of these terms.
- Your violation of any third party right including any Intellectual Property Right, or other property or privacy right.
- Any claim that the user content caused damage to a third-party.

2.2.10. EXTERNAL LINKS

External links may be provided for your convenience; however, Durban Undersea Club makes no representations whatsoever about any third-party Website or its content. Use of any external links provided is entirely at your own risk. It is your responsibility to ensure that you obtain all relevant information and that you read the privacy and security policy displayed on any third-party Website. Durban Undersea Club has no control over such third-party websites and will not be liable for any loss or damage that you may suffer, because of your use of third-party websites.

2.2.11. GOVERNING LAW

These Terms shall be governed in accordance with the laws of the Republic of South Africa, and you hereby submit to the jurisdiction of the South African courts. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable by a competent court in the Republic of South Africa, then that provision shall be severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.