

## Application

The customer of Diving Island hereby enters into agreement for service with Diving Island ehf.

Diving Island is a partner and service provider for booking agents in Iceland and abroad, third party tours within Iceland and individuals who request its services.

## General Terms and Conditions

Where these general terms and conditions do not conform with the general terms and conditions for specific tours or services, these general terms and conditions apply.

### 1. Introduction

1.1 The following general terms and conditions explain the rules of usage and the content of the contract that the customer enters with Diving Island.

1.2 While we strive to provide the service we advertise and want to give you the best possible experience, we do so by reacting and responding to the conditions presented with each tour. As we treat every customer as our best client and endeavor to provide the best service we possibly can, we have created these Terms and Conditions to protect both you, the client, and us, Diving Island, and ensure we are able to offer you the experience we promise.

### 2. Announcements

2.1 Diving Islands primary method of communication is email. All requests, confirmations, changes or cancellations must be communicated to the [info@divingisland.com](mailto:info@divingisland.com) email address to be considered; exceptions are indicated in 3.2. Communications made outside of this channel may not be considered and may affect your eligibility in other parts of these Terms and Conditions.

2.2 Any bookings and alterations to bookings made over the phone or via VOIP technology must be followed up with a response email on behalf of the client. If this is not possible before the tour start date the client must state this during the call. Bookings and changes may be made to +354 888-8080.

### 3. Corrections

3.1 The customer is obliged to be conscious about his transaction account and all the corrections that are performed. Diving Island is allowed to make correction to all mistakes or errors regarding collection of payments, issuance of invoices, calculation of commissions and discounts, and other transactions, including refunds and chargebacks.

3.2 The customer is obliged to announce immediately to Diving Island if he knows about mistakes or errors that have been made. Depending on what applies, both parties are responsible for correcting the balance of the transaction account in accordance with the correction that has been made.

3.3 Diving Island reserves the right to make changes to the Terms and Conditions without notice.

## 4. Limitations and Restrictions

4.1 Participation in tours offered by Diving Island are contingent on meeting certification and experience requirements. It is the responsibility of the client to produce sufficient proof of certification and experience when requested by Diving Island and it is understood that failure to produce proof may result in a cancellation of their tours without refund.

4.2 All clients participating in scuba diving must provide proof of certification by a recognized diver training agency. All participants must have dry suit diving certification and a logged dry suit dive within two years of the Silfra tour date. Or have at least 10 logged dry suit dives within two years of the Silfra tour date and be able to provide written proof from a diving instructor of these dry suit dives

4.3 Clients participating in multiple day tours that involve scuba diving must provide proof of dry suit diving experience, with a minimum of 10 logged dry suit dives and advanced diving certification from a recognized diver training agency for dive sites outside of Reykjavík.

4.4 All clients participating in snorkeling must affirm they have previous swimming experience. Clients without swimming or snorkeling experience are not advised to participate in snorkeling tours with Diving Island.

## 6. Payments

6.1 Diving Island offers multiple payment methods, including cash, credit card and bank transfers.

## 7. Cancellations and Service Changes

7.1 Cancellations or changes to services must be communicated as indicated in Section 2.

7.2 Diving Island reserves the right to cancel or alter tours and tour content based on availability, demand, weather or logistical concerns, or due to safety considerations. This may occur with little to no notice to the client, however Diving Island will endeavor to communicate any changes to scheduled activities at the earliest possible time. It is the goal of Diving Island to find the best solution for any changes or cancellations in activities and may offer alternative dive sites or activities. Diving Island will also work with the client on a case-by-case basis for all adjustments and cancellations with the client's interest and safety in mind.

7.3 The client reserves the right to cancel a tour at any time. Tours cancelled on the behalf of the client are subject to a cancellation fee based on the type of tour booked and a set notice period:

- Up to 7 days prior to the tour departure time, 90% will be refunded.
- Less than 7 days prior to the tour departure time, no refund is available.
- In case of late arrival at the meeting point, no refund is available.

7.4 For PADI courses PADI e-learning codes that have been redeemed cannot be refunded. The code is valid for 1 year from the redemption date and can be used by the student to complete the course with any PADI dive center.

## 8. Responsibility

8.1 Diving Island takes your safety seriously and follows the Standards and Procedures of PADI and the Recreational Scuba Training Council. This includes measures to identify responsibility and liability as well as professional insurance covering all aspects of Diving Island. In some cases, this does not cover the client for certain responsibilities and liabilities.

8.2 Diving Island strongly recommends that all clients purchase their own travel and diving insurance to cover unforeseen circumstances arising from vacation activities.

8.3 Subject to our booking conditions Diving Island is not responsible for any injuries or losses sustained whilst clients are on tours booked with Diving Island, whether conducted by Diving Island or a third party.

8.4 The client assumes responsibility for their own property, proof of experience and actions while on tour.

8.5 The invalidity of individual clauses of this agreement does not affect the validity of the document as a whole.

## 9. Confidentiality, data processing and protection.

Diving Island is committed to protecting your personal data. Our confidentiality terms set out how we collect and use the personal information you provide us directly or indirectly.

9.1 Diving Island may need to collect, use, and store different kinds of personal data to be able to fulfill your booking and provide the service. This data collection may include names, e-mail addresses, medical information and/or other identifying information. At no time does Diving Island store credit card information.

9.2 Diving Island may use your e-mail to send out important information or periodically send newsletters. This may be ceased at any time by replying to the email and requesting that such communications be stopped.

9.3 Diving Island will only use your personal data when the law allows and will not give collected information to any third parties without explicit permission of the client. This includes information sent for certification purposes to PADI or contact information to other clients. Diving Island may process your personal data without your knowledge or consent, where this is required or permitted by law.

9.4 Diving Island uses different methods to collect personal data from and about you through indirect or direct interactions like via website forms, e-mails or phone. As customers interact with our website, we may automatically collect technical data about your equipment, browsing actions and patterns. We collect this personal data by using cookies.

9.5 Where Diving Island needs to collect personal data by law or for service purposes and you fail to provide that data when requested, we may not be able to provide the service for safety and quality reasons. In this case, we may have to cancel the services.

9.6 Diving Island is committed to the security of customer information and we have security procedures in place to protect personal data from the accidental loss, misuse, unauthorized access, alteration or disclosure of information under Diving Islands control. All the information you provide to us is protected by a secure server. We take appropriate steps to ensure that anyone to whom we

pass your personal data for any reason agrees to keep it secure, only uses it for the purposes of providing their services and does not collect any personal data from you.

9.7 Diving Island will keep your information for as long as needed for the purpose it is being processed for. We keep the information related to your booking so that we can fulfill the specific travel arrangements you have made and after that we will keep the information for a period which enables us to handle or respond to any complaints, queries or concerns relating to the booking. The information may also be retained so that we can continue to improve your experience with us. We will actively review the information we hold and delete it securely, or in some cases anonymize it, when there is no longer a legal, business or customer need for it to be retained.

9.8 You have the right to erasure, also known as the right to be forgotten. If you want us to permanently delete the personal data we hold for you then you can ask us to do so.

## 10. Disputes and Venue

10.1 In case of a dispute between Diving Island and the client, or those that consider themselves a party to this agreement, and the dispute arises because of these general terms and conditions, disagreement, breaches of the general terms and conditions or the agreement based on them, the venue for such disputes is in the District Court of Reykjavík.

10.2 Icelandic laws apply to the relationship between the client and Diving Island. With regards to foreign business of the customer that Diving Island is handling, the laws of the relevant country apply, unless specifically otherwise agreed upon.

## 11. Customer Declaration

11.1 By agreeing to this application and these general terms and conditions, the client confirms that he has studied the general terms and conditions for partnership with Diving Island in detail and accepts all the content of it without limitations and obliges to adhere to it in all aspects. The client confirms specifically: a. That he has studied in detail and agrees to the general terms and conditions, specifically about the responsibility of Diving Island. b. That the agreement for services with Diving Island is entered into in its own benefit only.