

# PADI FREEDIVER™ CENTER MEMBERSHIP AGREEMENT

## 2025 MEMBERSHIP TERM

**PLEASE READ CAREFULLY – Sign statement on application.**

Membership in the PADI Retail and Resort Association (PRRA) as a PADI Freediver Center is offered by PADI Worldwide Corp. to select businesses that offer freediving services and training. It provides an array of programs and services, including the ability to offer and advertise PADI Freediver Courses and programs provided by PADI Worldwide Corp. and PADI Americas, Inc. (hereinafter, with PADI Worldwide Corp.'s licensed PADI Regional Headquarters, referred to collectively as PADI®) and PADI AWARE™ ("PAF"). For ease of reading and clarity, this document shall refer to "PADI Freediver Programs" to mean any freediver program provided by PADI and any authorized program provided by PADI AWARE.

Membership and renewal in PRRA as a PADI Freediver Center is subject to Member reading and signing this Agreement and compliance with the terms and conditions therein. PADI will consider membership or renewal subject to the following terms and conditions:

1. Member shall provide PADI Freediver Programs as may be advertised at its facility and shall ensure that training for PADI Freediver Programs received at its facility is in accordance with current PADI Standards and Procedures, as appropriate, as published in the PADI Freediver Program Instructor Guide. Member agrees that it will cause its managers, directors, officers, employees and staff, including contractors (collectively, "Member Staff") to read and adhere to all standards changes published by PADI.
2. Member shall develop an understanding and familiarity with the fundamentals contained in the PADI Freediver Program Instructor Guide, as appropriate to the courses being offered at its facility and, if applicable, the PADI Freediver Program Instructor Trainer Guide.
3. Member shall ensure that certification and course completion cards for its facility's PADI Freediver Programs are requested only for people who have been trained by Teaching-status PADI Freediver Instructors and have successfully met all requirements as outlined in the appropriate Instructor Guides and/or updates for the programs being taught.
4. Member shall abide by all PADI Freediver Center Standards commensurate with the level and type of membership for which Member is applying. Member further certifies that it is, and will remain in, compliance with the applicable PADI Standards and will support PADI's educational concepts.
5. Member shall provide PADI with true and correct student/participant contact information, including the student's legal name and proper mailing address, when submitting any certification authorization or participant registration (PIC envelope/online, application or registration card/roster, OLPC, etc) for any PADI Freediver Program to PADI. Member understands and agrees that such information regarding a PADI Freediver or PADI AWARE program shall be the property of both PADI and the submitting Member.
6. PADI will use the student information in its Quality Management program, and for research and statistical purposes. PADI will not sell, trade or lease student names and addresses to any third party. However, from time to time, PADI may use the information for the purpose of promoting the PADI dive training available through PADI Members, diving, diver recognition, diver insurance, and PADI AWARE programs, promoting the dive business of PADI Retail and Resort Association Members, or promoting dive membership and affinity programs, including the PADI Club™ program. Additionally, PADI may periodically use the information for the purpose of selling certain non-product items, such as PADI Media magazine subscriptions and travel.
7. Member will receive communications from PADI regarding programs and courses in addition to promotional emails, special offers, new features and all communication deemed relevant from PADI and affiliated companies, initially and on an ongoing basis, until such time Member withdraws or updates its consent or preferences for communications. All commercial electronic messages will be sent in accordance with relevant laws.
8. All PADI members (individuals, dive centers and resorts) involved in the training of students, as determined by student certification records at PADI, are responsible for adherence to PADI Standards, as appropriate, during the conduct of that training. The Training and Quality Management Department will communicate with all involved members upon receipt of reports or any other information indicating possible violation of Standards and Procedures.
9. Financial irresponsibility in dealings with PADI or its corporate affiliates and associated companies is grounds for membership suspension or termination.
10. The terms and conditions of this Agreement are effective for the 2025 Membership Term, as referenced above. Should PADI substantially modify the terms of this Membership Agreement, Member will be notified in writing of the changes prior to the next Membership renewal term.
11. Member is and will continue to be independently owned and operated. Member is not an Agent or authorized person with respect to PADI. This Agreement is not intended to, and shall not be construed to, create any association, joint venture, agency relationship or partnership between PADI and Member, Member Staff or Member's facility. PADI will have no control over or involvement with Member, Member Staff or Member's facility's day-to-day operations and activities and will bear no responsibility for the same. Member shall have no power to bind, assume or create any obligation or responsibility, express or implied, for or on behalf of PADI or any of its affiliates, and this Agreement does not create any form of legal association that would impose liability upon PADI for any act or failure to act by Member or any person or entity associated with Member.
12. PADI has a legitimate interest in retaining information related to Member in accordance with PADI's internal corporate records retention policy. Many of these records have an enduring historical value documenting Member's and its affiliated persons training activities and certification history.
13. Membership in PADI Retail and Resort Association as a PADI Freediver Center is granted at the sole discretion of PADI, based upon its unilateral determination of several criteria including, but not limited to, whether acceptance and continuation of membership is in the best interest of PADI. Satisfaction of minimum requirements does not guarantee membership. Membership in PADI, at any level, may be revoked by PADI, at its sole discretion, at any time.

### **14. Data Privacy Compliance; Data Use and Protection**

Member shall abide by and comply with local applicable privacy and data protection laws and regulations governing the processing and storing of personal information, as described in this agreement.

Member agrees not to attempt, or permit a third party to attempt, to reverse assemble, decompile, modify, or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms associated with the use of PADI programs.

### **15. For PADI Freediver Center Members operating in the European Union:**

Member acknowledges and agrees that when facility staff members collect customer personal information involved with PADI training programs, under GDPR regulations the facility is considered a "data co-controller" with PADI. Additionally, Member acknowledges and agrees that when facility staff members collect customer personal information involved with enquiries

(that include customer personal information) concerning PADI programs and products, such as travel, which will be forwarded to PADI for follow-through, under GDPR regulations the facility is considered a "data processor" for PADI. As such, PADI Freediver Center Members involved with such activities must make reasonable, commercial efforts to protect such personal data by adhering to the guidelines of GDPR Article 28, UK GDPR Article 28, or relevant local privacy policies.

\*<https://gdpr-info.eu/art-28-gdpr/>

#### **16. For PADI Members operating in Mainland China:**

Member agrees that, as a condition of PADI Membership, Member shall abide by all laws or regulations required in the area(s) in which it operates, in order to do business as a dive center.

17. Member has and will maintain in full force and effect general liability insurance and professional liability insurance (for Member Staff when providing professional services and instruction) policies with extended cover-

age, on commercially reasonable terms (including coverage amounts) for a company in the industry in Member's jurisdiction. Member will cause PADI and its affiliates to be listed as "additional insureds" under such insurance policies and will promptly provide evidence of such insurance upon request by PADI. PADI reserves the right to mandate coverage amounts and other terms of coverage for certain Members (including for example, Members in specific legal jurisdictions).

18. This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement and all other provisions shall be and remain in full force and effect.