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## General Terms & Conditions

### First of all, thank you for choosing Scuba Elite!

*We appreciate the fact that you like to buy the services we provide at our dive shop. We also want to make sure you have a rewarding experience while you're exploring our services. Please read our Terms and Conditions and our other terms referenced in this document carefully since this is important and affects your legal rights.*

*As with any experience, there are terms and conditions that apply to services at Scuba Elite. We'll be as brief as our attorneys will allow. The main thing to remember is that by placing an order or making a purchase at Scuba Elite for one of our services, you agree to the general terms and conditions along with Scuba Elite's Privacy Policy.*

*If, for any reason, You are not completely satisfied with any good or service that we provide, don't hesitate to contact us and we will discuss any of the issues you are going through with our services.*

### General Terms & Conditions

These Terms & Conditions are a contract between you and Scuba Elite (referred to in these Terms & Conditions as "Scuba Elite", "us", "we" or "our" as well as all their affiliates, officers, agents, employees, workers, directors and representatives), the provider of the Scuba Elite website and the services accessible from the Scuba Elite website and Scuba Elite dive shop (which are collectively referred to in these General Terms & Conditions as the "Scuba Elite Service").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Scuba Elite Service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account, block access to your account without notice and cancel our service.

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email:

info@scuba-elite.com

web:

[www.scuba-elite.com](http://www.scuba-elite.com)

phone:

+599 700 2171

kvk:

13712

address:

Kaya Gobernador N. Debrot  
39, Kralendijk

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### **Definitions for General Terms & Conditions**

*Company:* when this policy mentions "Company," "we," "us," or "our," it refers to Scuba Elite as well as all their affiliates, officers, agents, employees, workers, directors and representatives (Kaya Gobernador N. Debrot 39, Kralendijk, Bonaire) that is responsible for your information under this Terms & Conditions.

*Country:* where Scuba Elite or the owners/founders of Scuba Elite are based, in this case is Bonaire, Dutch Caribbean

*Service:* refers to all the service provided by Scuba Elite and all service on this website platform.

*Website:* Scuba Elite's site, which can be accessed via this URL:  
<https://www.scuba-elite.com>

*You:* a person or entity that is registered with Scuba Elite to use the Services.

### **Restrictions for our website scuba-elite.com**

Scuba Elite grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the website strictly in accordance with the terms of this Agreement.

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the website or make the platform available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the website.
- Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Scuba Elite or its affiliates, partners, suppliers or the licensors of the website.

### **General Liability**

Scuba Elite does not take responsibility for any injuries, loss of personal belongings or death arising from the enrollment of any training course. By signing an appropriate medical statement upon enrollment of any training courses, participants are assumed to be in either a healthy condition or certified to dive by a licensed physician.



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Participants should arrange to purchase their *own travel insurance* coverage while undertaking a Scuba Elite service. Scuba Elite will not be responsible for any personal insurance coverage.

### **Insurance**

Scuba Elite highly recommends you to secure appropriate travel insurance with a reputable insurance provider that is applicable to the activities you will be undertaking at Scuba Elite. Such insurance should provide comprehensive coverage of at least the following; diving, medical, travel, evacuation, personal liability and trip cancellation provisions. Scuba Elite shall not be held responsible for any resultant financial or personal loss or injury where customers fail to secure such insurance.

### **IMPORTANT: Pre-Conditions for Diving with Scuba Elite**

1. In accordance with the local law and safe diving practices, Scuba Elite will not lend any diving equipment to a diver without a valid dive certification. The diving equipment will be lent only under the condition that the scuba diver is a verified certified diver.
2. It is the responsibility of each diver to be in possession of the diving certificate corresponding to the level of the dives that will be carried out. In the event of false representation, Scuba Elite reserves the right to deny services to the offender.
3. Qualified scuba divers need to present their certification card and logbook during the check-in at Scuba Elite.
4. All student divers will need to sign a self-assessment medical statement and a Risk and Liability Statement.
5. If the student diver answers "YES" to any of the medical conditions on the form then a medical certificate signed by a doctor may be required. Medicals can be arranged through Scuba Elite.
6. Divers under the age of 18 need to provide written parental/guardian consent allowing them to dive.
7. During the Scuba Elite services, **we always dive within conservative dive limits as stated by PADI**. This means: for all scuba divers under 15: 12 meter, Open Water Divers or



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equivalent: 18 m, Advanced Open Water Divers with deep dive or equivalent: 30 m, Divers with Deep Diving certifications: 40 meter. Scuba Elite reserves the right to remove diving privileges from any diver who exceeds depth limits and/or follows unsafe diving practices.

8. Drugs and alcohol: it's obvious that the use of drugs or alcohol before diving or snorkeling is strictly prohibited. Anyone who arrives at Scuba Elite to join our services under the influence of drugs or alcohol will not be allowed to use the services of Scuba Elite. **We have the full right to deny any services to divers or snorkelers under the influence of drugs or alcohol. If this is the case, you will not be able to receive a refund.**
9. You need to be physically, emotionally and mentally fit to participate in the activities of Scuba Elite. Any resultant injury or discomfort from these activities, due to any unfitness, shall not be accepted as grounds for complaint or refund.

### **Bonaire National Marine Park and STINAPA Nature Fee**

At Scuba Elite, we support and protect the Bonaire National Marine Park (BNMP). The waters of Bonaire are part of the Bonaire National Marine Park (BNMP). All users of the waters are required by local law to purchase the STINAPA Marine Park Tag (Nature Fee). This tag is \$45 per diver. Before any in-water activities, you should purchase your STINAPA Nature Fee online at: <https://www.stinapa.bonairenaturefee.org> Upon check-in, please bring you STINAPA tag (QR-code) on your device or e-mail your tag to [info@scuba-elite.com](mailto:info@scuba-elite.com). If you are not willing to buy this required tag, Scuba Elite has the full right to deny any services.

At Bonaire, it is prohibited to collect any type of archeological material, fossils, coral or any other living or dead organisms from the sea or beaches. If you breach this law, you may be subjected to fines. This also means that feeding fish, collecting corals, or any living or dead organisms from the sea is strictly prohibited. Please do not touch anything, only take trash if it does not disturb the environment, keep your buoyancy while diving and always respect our local environment. If you breach this rule, we will address this and we will kindly ask you to find another dive center. No refund will be issued.



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### **Prices and Payment**

All Scuba Elite services and course materials must be paid upon registration at Scuba Elite. All other services and purchases may be paid at the end of your stay. A non-refundable 20% to 100% deposit may be required to secure a booking.

### **Rental Equipment**

At Scuba Elite, we take really good care of our (rental) equipment. It is the responsibility of the scuba diver to check the equipment before its use. The Scuba Elite guest is fully responsible for the rental equipment use and will be charged if the guest is negligent or irresponsible and causes any damage or loss of property and equipment belonging to Scuba Elite. Guests will pay full replacement costs. In case of rinsing the regulator without the dust-cap, you will be charged servicing costs for this regulator. To prevent this, please take good care of our rental equipment.

Our replacement costs are:

- BCD: 400 usd
- Weight Pockets: 35 usd per item
- Weights: 5 usd per pound
- Regulator: 375 usd
- Service for regulator after rinsing without dust-cap: 100 usd
- Mask: 75 usd
- Snorkel: 40 usd
- Fins: 85 usd
- Boots: 30 usd
- Wetsuit: 60 usd
- Dive computer: 200 usd
- Dive knife: 40 usd
- Compass: 75 usd

### **PADI Courses, Specialties and Guided Diving**

#### **Cancellation, procedures and conditions**

##### **Cancellation**

You are entitled to cancel your course at any point. All cancellations can be made by sending an e-mail to [info@scuba-elite.com](mailto:info@scuba-elite.com) and



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including your booking, name, date and other relevant information regarding your booking. Cancellation will take effect from the day this notice is received and the receipt will be confirmed in writing via email.

Cancellation charges as a percentage of the total course price depend on the number of days before the course on which notice of cancellation was received. The following cancellations charges will apply:

- If you cancel **at least 15 day(s) in advance** of the scheduled Scuba Elite service, there is no cancellation fee.
- If you cancel **within 14 to 4 days in advance** of the scheduled Scuba Elite service, there is a 50% cancellation fee.
- If you cancel of **72 hours in advance** of the scheduled Scuba Elite service, there is a 100% cancellation fee.

If you cancel the training course, guided diving or other Scuba Elite service after theory and pool sessions have been completed, but prior to the open water dives in the ocean, a refund will not be issued.

#### **Procedures and conditions**

As stated earlier in this General Terms and Conditions, a student diver will receive a medical statement. If a question at this medical statement is answered with a YES, you need to visit a doctor for medical clearance. This doctor will state if you are fit to dive. If you don't have this medical clearance from a medical dive doctor, you are not allowed to start any of our Scuba Elite services. If your course needs to be rescheduled, this will be charged.

Many PADI Courses and Specialties require you to do your homework. If you did not complete your homework, you may delay your own course and the course for other participants. It is possible that you will not be able to continue your booked course, since we have a very tight schedule. If your course needs to be rescheduled, this will be charged and you will not be able to ask for a refund.

**Please show up on time.** We send you a detailed email with the expected time of arrival. If you arrive late for your scheduled course or guided diving, we will wait a maximum of 15 minutes. It is possible that you will not be able to finish your course or start your guided diving. There will be no refund in such circumstances. That's why Scuba Elite



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highly recommends the guests to obtain trip insurance when you book the services of Scuba Elite.

### **Refunds**

Promotional course prices are not refundable. Course materials are non-refundable once utilized.

### **Rights to Change**

Scuba Elite reserves the right to change, alter and or delete these terms and conditions as well as any program outlined without prior notification.

It is unlikely that we will have to make any changes to your booked services. Occasionally, we may have to make changes. We reserve the right to do so at any time. However, Scuba Elite can reschedule your booked course or other service in the future if available. In case a rescheduled date is not suitable or possible for both parties (Scuba Elite and you as a guest) then 100% refund will apply.

The number of dives in any package is based on good diving circumstances and not a guarantee. It is possible that, due to unforeseen circumstances, we need to modify the number of dives. These circumstances may arise due to, but are not limited to: bad weather conditions, personal illness, technical or mechanical difficulties, dive site remoteness/inaccessibility, personal choice. Circumstances such as this may cause a reduction in this estimated number of dives. There will be no refund in such circumstances. That's why Scuba Elite highly recommends the guests to obtain trip insurance when you book the services of Scuba Elite.

### **Contact Us**

Don't hesitate to contact us if you have any questions about our General Terms and Conditions.

- Via Email: [info@scuba-elite.com](mailto:info@scuba-elite.com)
- Via Phone Number: [+5997002171](tel:+5997002171)
- Via this Link: <https://www.scuba-elite.com/contact>
- Via this Address: [Kaya Gobernador N. Debrot 39, Kralendijk, Bonaire](#)



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## Privacy Policy

*Updated at 2022-09-24*

**Scuba Elite (“we,” “our,” or “us”) is committed to protecting your privacy. This Privacy Policy explains how your personal information is collected, used, and disclosed by Scuba Elite.**

This Privacy Policy applies to our website, and its associated subdomains (collectively, our “Service”) alongside our application, Scuba Elite. By accessing or using our Service, you signify that you have read, understood, and agree to our collection, storage, use, and disclosure of your personal information as described in this Privacy Policy and our Terms of Service.

### Definitions and key terms

To help explain things as clearly as possible in this Privacy Policy, every time any of these terms are referenced, are strictly defined as:

*Cookie:* small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, and remember information about you such as your language preference or login information.

*Company:* when this policy mentions “Company,” “we,” “us,” or “our,” it refers to Scuba Elite, (Kaya Gobernador N. Debrot 39, Kralendijk, Bonaire) that is responsible for your information under this Privacy Policy.

*Country:* where Scuba Elite or the owners/founders of Scuba Elite are based, in this case is Bonaire, Dutch Caribbean

*Customer:* refers to the company, organization or person that signs up to use the Scuba Elite Service to manage the relationships with your consumers or service users.





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*Device:* any internet connected device such as a phone, tablet, computer or any other device that can be used to visit Scuba Elite and use the services.

*IP address:* Every device connected to the Internet is assigned a number known as an Internet protocol (IP) address. These numbers are usually assigned in geographic blocks. An IP address can often be used to identify the location from which a device is connecting to the Internet.

*Personnel:* refers to those individuals who are employed by Scuba Elite or are under contract to perform a service on behalf of one of the parties.

*Personal Data:* any information that directly, indirectly, or in connection with other information – including a personal identification number – allows for the identification or identifiability of a natural person.

*Service:* refers to the service provided by Scuba Elite as described in the relative terms (if available) and on this platform.

*Third-party service:* refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.

*Website:* Scuba Elite."s" site, which can be accessed via this URL: [www.scuba-elite.com](http://www.scuba-elite.com)

*You:* a person or entity that is registered with Scuba Elite to use the Services.

### **What Information Do We Collect?**

We collect information from you when you visit our website, register on our site, place an order, subscribe to our newsletter, respond to a survey or fill out a form.

- Name / Username
- Phone Numbers
- Email Addresses



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- Mailing Addresses
- Billing Addresses
- Debit/credit card numbers
- Age

### **How Do We Use The Information We Collect?**

Any of the information we collect from you may be used in one of the following ways:

- To personalize your experience (your information helps us to better respond to your individual needs)
- To improve our website (we continually strive to improve our website offerings based on the information and feedback we receive from you)
- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs)
- To process transactions
- To administer a contest, promotion, survey or other site feature
- To send periodic emails

### **When does Scuba Elite use end user information from third parties?**

Scuba Elite will collect End User Data necessary to provide the Scuba Elite services to our customers.

End users may voluntarily provide us with information they have made available on social media websites. If you provide us with any such information, we may collect publicly available information from the social media websites you have indicated. You can control how much of your information social media websites make public by visiting these websites and changing your privacy settings.



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### **When does Scuba Elite use customer information from third parties?**

We receive some information from the third parties when you contact us. For example, when you submit your email address to us to show interest in becoming a Scuba Elite customer, we receive information from a third party that provides automated fraud detection services to Scuba Elite. We also occasionally collect information that is made publicly available on social media websites. You can control how much of your information social media websites make public by visiting these websites and changing your privacy settings.

### **Do we share the information we collect with third parties?**

We may share the information that we collect, both personal and non-personal, with third parties. We may also share it with our current and future affiliated companies and business partners, and if we are involved in a merger, asset sale or other business reorganization, we may also share or transfer your personal and non-personal information to our successors-in-interest.

We may engage trusted third party service providers to perform functions and provide services to us, such as hosting and maintaining our servers and the website, database storage and management, email management, storage marketing, credit card processing, customer service and fulfilling orders for products and services you may purchase through the website. We will likely share your personal information, and possibly some non-personal information, with these third parties to enable them to perform these services for us and for you.

We may share portions of our log file data, including IP addresses, for analytics purposes with third parties such as web analytics partners, application developers, and ad networks. If your IP address is shared, it may be used to estimate general location and other technographics such as connection speed, whether you have visited the website in a shared location, and type of the device used to visit the website. They may aggregate information about our advertising and what you see on



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the website and then provide auditing, research and reporting for us and our advertisers.

We may also disclose personal and non-personal information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate in order to respond to claims, legal process (including subpoenas), to protect our rights and interests or those of a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to otherwise comply with applicable court orders, laws, rules and regulations.

### **Where and when is information collected from customers and end users?**

Scuba Elite will collect personal information that you submit to us. We may also receive personal information about you from third parties as described above.

### **How Do We Use Your Email Address?**

By submitting your email address on this website, you agree to receive emails from us. You can cancel your participation in any of these email lists at any time by clicking on the opt-out link or other unsubscribe option that is included in the respective email. We only send emails to people who have authorized us to contact them, either directly, or through a third party. We do not send unsolicited commercial emails, because we hate spam as much as you do. By submitting your email address, you also agree to allow us to use your email address for customer audience targeting on sites like Facebook, where we display custom advertising to specific people who have opted-in to receive communications from us. Email addresses submitted only through the order processing page will be used for the sole purpose of sending you information and updates pertaining to your order or requested service. If, however, you have provided the same email to us through another method, we may use it for any of the purposes stated in this Policy.

Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.



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### **How Long Do We Keep Your Information?**

We keep your information only so long as we need it to provide Scuba Elite to you and fulfill the purposes described in this policy. This is also the case for anyone that we share your information with and who carries out services on our behalf. When we no longer need to use your information and there is no need for us to keep it to comply with our legal or regulatory obligations, we'll either remove it from our systems or depersonalize it so that we can't identify you.

### **How Do We Protect Your Information?**

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential. After a transaction, your private information (credit cards, social security numbers, financials, etc.) is never kept on file. We cannot, however, ensure or warrant the absolute security of any information you transmit to Scuba Elite or guarantee that your information on the Service may not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, technical, or managerial safeguards.

### **Could my information be transferred to other countries?**

Scuba Elite is incorporated in Bonaire, Dutch Caribbean. Information collected via our website, through direct interactions with you, or from use of our help services may be transferred from time to time to our offices or personnel, or to third parties, located throughout the world, and may be viewed and hosted anywhere in the world, including countries that may not have laws of general applicability regulating the use and transfer of such data. To the fullest extent allowed by applicable law, by using any of the above, you voluntarily consent to the trans-border transfer and hosting of such information.



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### **Is the information collected through the Scuba Elite Service secure?**

We take precautions to protect the security of your information. We have physical, electronic, and managerial procedures to help safeguard, prevent unauthorized access, maintain data security, and correctly use your information. However, neither people nor security systems are foolproof, including encryption systems. In addition, people can commit intentional crimes, make mistakes or fail to follow policies. Therefore, while we use reasonable efforts to protect your personal information, we cannot guarantee its absolute security. If applicable law imposes any non-disclaimable duty to protect your personal information, you agree that intentional misconduct will be the standards used to measure our compliance with that duty.

### **Can I update or correct my information?**

The rights you have to request updates or corrections to the information Scuba Elite collects depend on your relationship with Scuba Elite. Personnel may update or correct their information as detailed in our internal company employment policies.

Customers have the right to request the restriction of certain uses and disclosures of personally identifiable information as follows. You can contact us in order to (1) update or correct your personally identifiable information, (2) change your preferences with respect to communications and other information you receive from us, or (3) delete the personally identifiable information maintained about you on our systems (subject to the following paragraph), by canceling your account. Send an e-mail or a message, and we'll take care of it for you. Such updates, corrections, changes and deletions will have no effect on other information that we maintain, or information that we have provided to third parties in accordance with this Privacy Policy prior to such update, correction, change or deletion. To protect your privacy and security, we may take reasonable steps (such as requesting a unique password) to verify your identity before granting you profile access or making corrections. You are responsible for maintaining the secrecy of your unique password and account information at all times.



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You should be aware that it is not technologically possible to remove each and every record of the information you have provided to us from our system. The need to back up our systems to protect information from inadvertent loss means that a copy of your information may exist in a non-erasable form that will be difficult or impossible for us to locate. Promptly after receiving your request, all personal information stored in databases we actively use, and other readily searchable media will be updated, corrected, changed or deleted, as appropriate, as soon as and to the extent reasonably and technically practicable.

If you are an end user and wish to update, delete, or receive any information we have about you, you may do so by contacting the organization of which you are a customer.

### **Personnel**

If you are a Scuba Elite worker or applicant, we collect information you voluntarily provide to us. We use the information collected for Human Resources purposes in order to administer benefits to workers and screen applicants.

You may contact us in order to (1) update or correct your information, (2) change your preferences with respect to communications and other information you receive from us, or (3) receive a record of the information we have relating to you. Such updates, corrections, changes and deletions will have no effect on other information that we maintain, or information that we have provided to third parties in accordance with this Privacy Policy prior to such update, correction, change or deletion.

### **Sale of Business**

We reserve the right to transfer information to a third party in the event of a sale, merger or other transfer of all or substantially all of the assets of Scuba Elite or any of its Corporate Affiliates (as defined herein), or that portion of Scuba Elite or any of its Corporate Affiliates to which the Service relates, or in the event that we discontinue our business or file a petition or have filed against us a petition in bankruptcy, reorganization



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or similar proceeding, provided that the third party agrees to adhere to the terms of this Privacy Policy.

### **Affiliates**

We may disclose information (including personal information) about you to our Corporate Affiliates. For purposes of this Privacy Policy, "Corporate Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with Scuba Elite, whether by ownership or otherwise. Any information relating to you that we provide to our Corporate Affiliates will be treated by those Corporate Affiliates in accordance with the terms of this Privacy Policy.

### **Governing Law**

This Privacy Policy is governed by the laws of Bonaire, Dutch Caribbean without regard to its conflict of laws provision. You consent to the exclusive jurisdiction of the courts in connection with any action or dispute arising between the parties under or in connection with this Privacy Policy except for those individuals who may have rights to make claims under Privacy Shield, or the Swiss-US framework.

The laws of Bonaire, Dutch Caribbean, excluding its conflicts of law rules, shall govern this Agreement and your use of the website. Your use of the website may also be subject to other local, state, national, or international laws.

By using Scuba Elite or contacting us directly, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, you should not engage with our website, or use our services. Continued use of the website, direct engagement with us, or following the posting of changes to this Privacy Policy that do not significantly affect the use or disclosure of your personal information will mean that you accept those changes.

### **Your Consent**

We've updated our Privacy Policy to provide you with complete transparency into what is being set when you visit our site and how it's





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being used. By using our website, registering an account, or making a purchase, you hereby consent to our Privacy Policy and agree to its terms.

### **Links to Other Websites**

This Privacy Policy applies only to the Services. The Services may contain links to other websites not operated or controlled by Scuba Elite. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

### **Advertising**

This website may contain third party advertisements and links to third party sites. Scuba Elite does not make any representation as to the accuracy or suitability of any of the information contained in those advertisements or sites and does not accept any responsibility or liability for the conduct or content of those advertisements and sites and the offerings made by the third parties.

Advertising keeps Scuba Elite and many of the websites and services you use free of charge. We work hard to make sure that ads are safe, unobtrusive, and as relevant as possible.

Third party advertisements and links to other sites where goods or services are advertised are not endorsements or recommendations by Scuba Elite of the third party sites, goods or services. Scuba Elite takes no responsibility for the content of any of the ads, promises made, or the quality/reliability of the products or services offered in all advertisements.



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### **Cookies for Advertising**

These cookies collect information over time about your online activity on the website and other online services to make online advertisements more relevant and effective to you. This is known as interest-based advertising. They also perform functions like preventing the same ad from continuously reappearing and ensuring that ads are properly displayed for advertisers. Without cookies, it's really hard for an advertiser to reach its audience, or to know how many ads were shown and how many clicks they received.

### **Cookies**

Scuba Elite uses "Cookies" to identify the areas of our website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use Cookies to enhance the performance and functionality of our website but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the website as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

### **Blocking and disabling cookies and similar technologies**

Wherever you're located you may also set your browser to block cookies and similar technologies, but this action may block our essential cookies and prevent our website from functioning properly, and you may not be able to fully utilize all of its features and services. You should also be aware that you may also lose some saved information (e.g. saved login details, site preferences) if you block cookies on your browser. Different browsers make different controls available to you. Disabling a cookie or category of cookie does not delete the cookie from your browser, you will need to do this yourself from within your browser, you should visit your browser's help menu for more information.



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### **Remarketing Services**

We use remarketing services. What Is Remarketing? In digital marketing, remarketing (or retargeting) is the practice of serving ads across the internet to people who have already visited your website. It allows your company to seem like they're "following" people around the internet by serving ads on the websites and platforms they use most.

### **Payment Details**

In respect to any credit card or other payment processing details you have provided us, we commit that this confidential information will be stored in the most secure manner possible.

### **Kids' Privacy**

We collect information from kids under the age of 13 just to better our services. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data without your permission, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

### **Changes To Our Privacy Policy**

We may change our Service and policies, and we may need to make changes to this Privacy Policy so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to this Privacy Policy and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Privacy Policy. If you do not want to agree to this or any updated Privacy Policy, you can delete your account.

### **Third-Party Services**

We may display, include or make available third-party content (including data, information, applications and other products services)



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or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that Scuba Elite shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Scuba Elite does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

### **Facebook Pixel**

Facebook pixel is an analytics tool that allows you to measure the effectiveness of your advertising by understanding the actions people take on your website. You can use the pixel to: Make sure your ads are shown to the right people. Facebook pixel may collect information from your device when you use the service. Facebook pixel collects information that is held in accordance with its Privacy Policy

### **Tracking Technologies**

#### *Cookies*

We use Cookies to enhance the performance and functionality of our website but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the website as we would not be able to remember that you had logged in previously.

#### *Local Storage*

Local Storage sometimes known as DOM storage, provides web apps with methods and protocols for storing client-side data. Web storage supports persistent data storage, similar to cookies but with a greatly



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enhanced capacity and no information stored in the HTTP request header.

#### *Sessions*

Scuba Elite uses "Sessions" to identify the areas of our website that you have visited. A Session is a small piece of data stored on your computer or mobile device by your web browser.

### **Information about General Data Protection Regulation (GDPR)**

We may be collecting and using information from you if you are from the European Economic Area (EEA), and in this section of our Privacy Policy we are going to explain exactly how and why this data is collected, and how we maintain this data under protection from being replicated or used in the wrong way.

#### **What is GDPR?**

GDPR is an EU-wide privacy and data protection law that regulates how EU residents' data is protected by companies and enhances the control the EU residents have, over their personal data.

The GDPR is relevant to any globally operating company and not just the EU-based businesses and EU residents. Our customers' data is important irrespective of where they are located, which is why we have implemented GDPR controls as our baseline standard for all our operations worldwide.

#### **What is personal data?**

Any data that relates to an identifiable or identified individual. GDPR covers a broad spectrum of information that could be used on its own, or in combination with other pieces of information, to identify a person. Personal data extends beyond a person's name or email address. Some examples include financial information, political opinions, genetic data, biometric data, IP addresses, physical address, sexual orientation, and ethnicity.



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#### **The Data Protection Principles include requirements such as:**

- Personal data collected must be processed in a fair, legal, and transparent way and should only be used in a way that a person would reasonably expect.
- Personal data should only be collected to fulfill a specific purpose and it should only be used for that purpose. Organizations must specify why they need the personal data when they collect it.
- Personal data should be held no longer than necessary to fulfill its purpose.
- People covered by the GDPR have the right to access their own personal data. They can also request a copy of their data, and that their data be updated, deleted, restricted, or moved to another organization.

#### **Why is GDPR important?**

GDPR adds some new requirements regarding how companies should protect individuals' personal data that they collect and process. It also raises the stakes for compliance by increasing enforcement and imposing greater fines for breach. Beyond these facts it's simply the right thing to do. At Scuba Elite we strongly believe that your data privacy is very important and we already have solid security and privacy practices in place that go beyond the requirements of this new regulation.

#### **Individual Data Subject's Rights - Data Access, Portability and Deletion**

We are committed to helping our customers meet the data subject rights requirements of GDPR. Scuba Elite processes or stores all personal data in fully vetted, DPA compliant vendors. We do store all conversation and personal data for up to 6 years unless your account is deleted. In which case, we dispose of all data in accordance with our Terms of Service and Privacy Policy, but we will not hold it longer than 60 days.



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We are aware that if you are working with EU customers, you need to be able to provide them with the ability to access, update, retrieve and remove personal data. We got you! We've been set up as self service from the start and have always given you access to your data and your customers data. Our customer support team is here for you to answer any questions you might have about working with the API.

### **California Online Privacy Protection Act (CalOPPA)**

CalOPPA requires us to disclose categories of Personal Information we collect and how we use it, the categories of sources from whom we collect Personal Information, and the third parties with whom we share it, which we have explained above.

CalOPPA users have the following rights:

- Right to Know and Access. You may submit a verifiable request for information regarding the: (1) categories of Personal Information we collect, use, or share; (2) purposes for which categories of Personal Information are collected or used by us; (3) categories of sources from which we collect Personal Information; and (4) specific pieces of Personal Information we have collected about you.
- Right to Equal Service. We will not discriminate against you if you exercise your privacy rights.
- Right to Delete. You may submit a verifiable request to close your account and we will delete Personal Information about you that we have collected.
- Right to request that a business that sells a consumer's personal data, not sell the consumer's personal data.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

**We do not sell the Personal Information of our users.**



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### Contact Us

For more information about these rights, please contact us. Don't hesitate to contact us if you have any questions.

- Via Email: [info@scuba-elite.com](mailto:info@scuba-elite.com)
- Via Phone Number: [+5997002171](tel:+5997002171)
- Via this Link: [www.scuba-elite.com/contact](http://www.scuba-elite.com/contact)
- Via this Address: [Kaya Gobernador N. Debrót 39, Kralendijk, Bonaire](#)





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## Cookie Policy

### Definitions and key terms

To help explain things as clearly as possible in this Cookie Policy, every time any of these terms are referenced, are strictly defined as:

- **Cookie:** small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, and remember information about you such as your language preference or login information.
- **Company:** when this policy mentions "Company," "we," "us," or "our," it refers to Scuba Elite, which is responsible for your information under this Cookie Policy.
- **Device:** any internet connected device such as a phone, tablet, computer or any other device that can be used to visit Scuba Elite and use the services.
- **Personal Data:** any information that directly, indirectly, or in connection with other information – including a personal identification number – allows for the identification or identifiability of a natural person.
- **Service:** refers to the service provided by Scuba Elite as described in the relative terms (if available) and on this platform.
- **Third-party service:** refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- **Website:** Scuba Elite."s" site, which can be accessed via this URL: [www.scuba-elite.com](http://www.scuba-elite.com)
- **You:** a person or entity that is registered with Scuba Elite to use the Services.

### Introduction

This Cookie Policy explains how Scuba Elite and its affiliates (collectively "Scuba Elite", "we", "us", and "ours"), use cookies and similar technologies



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to recognize you when you visit our website, including without limitation www.scuba-elite.com and any related URLs, mobile or localized versions and related domains / sub-domains ("Websites"). It explains what these technologies are and why we use them, as well as the choices for how to control them.

#### **What is a cookie?**

A cookie is a small text file that is stored on your computer or other internet connected device in order to identify your browser, provide analytics, remember information about you such as your language preference or login information. They're completely safe and can't be used to run programs or deliver viruses to your device.

#### **Why do we use cookies?**

We use first party and/or third party cookies on our website for various purposes such as:

- To facilitate the operation and functionality of our website;
- To improve your experience of our website and make navigating around them quicker and easier;
- To allow us to make a bespoke user experience for you and for us to understand what is useful or of interest to you;
- To analyze how our website is used and how best we can customize it;
- To identify future prospects and personalize marketing and sales interactions with it;
- To facilitate the tailoring of online advertising to your interests.

#### **What type of cookies does Scuba Elite use?**

Cookies can either be session cookies or persistent cookies. A session cookie expires automatically when you close your browser. A persistent cookie will remain until it expires or you delete your cookies. Expiration dates are set in the cookies themselves; some may expire after a few minutes while others may expire after multiple years. Cookies placed by the website you're visiting are called "first party cookies".



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Strictly Necessary cookies are necessary for our website to function and cannot be switched off in our systems. They are essential in order to enable you to navigate around the website and use its features. If you remove or disable these cookies, we cannot guarantee that you will be able to use our website.

### **We use the following types of cookies in our website:**

#### Errors and Omissions Disclaimer

Scuba Elite is not responsible for any content, code or any other imprecision.

Scuba Elite does not provide warranties or guarantees.

In no event shall Scuba Elite be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. Scuba Elite reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

#### **General Disclaimer**

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Elite or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, Scuba Elite does not warrant that the Scuba Elite Service will be uninterrupted, uncorrupted, timely, or error-free.

#### **Essential Cookies**

We use essential cookies to make our website work. These cookies are strictly necessary to enable core functionality such as security, network management, your cookie preferences and accessibility. Without them you wouldn't be able to use basic services. You may disable these by changing your browser settings, but this may affect how the Websites function.

#### **Performance and Functionality Cookies**

These cookies are used to enhance the performance and functionality of our website but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the website as we would not be able to remember that you had logged in previously.

#### **Marketing Cookies**

These account-based marketing cookies enable us to identify future prospects and personalize sales and marketing interactions with them.

#### **Analytics and Customization Cookies**

These cookies collect information that is used to help us understand how our website is being used or how effective our marketing campaigns are, or to help us customize our website for you.

We use cookies served by Google Analytics to collect limited data directly from end-user browsers to enable us to better understand your use of our website. Further information on how Google collects and uses this data can be found at: <https://www.google.com/policies/privacy/partners/>. You can



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opt-out of all Google supported analytics on our Websites by visiting: <https://tools.google.com/dlpage/gaoptout>.

### **Advertising Cookies**

These cookies collect information over time about your online activity on the website and other online services to make online advertisements more relevant and effective to you. This is known as interest-based advertising. They also perform functions like preventing the same ad from continuously reappearing and ensuring that ads are properly displayed for advertisers. Without cookies, it's really hard for an advertiser to reach its audience, or to know how many ads were shown and how many clicks they received.

### **Social Media Cookies**

These cookies are used when you share information using a social media sharing button or "like" button on our Site or you link your account or engage with our content on or through a social networking website such as Facebook, Twitter or Google+. The social network will record that you have done this. These cookies may also include certain code that has been placed on the platform to help track conversions from ads, optimize ads based on collected data, build targeted audiences for future ads, and remarket to qualified users who have already taken certain action on the platform.

### **Third Party Cookies**

Some cookies that have been set on our website are not set on a first party basis by Scuba Elite. The Websites can be embedded with content from third parties to serve advertising. These third party service providers may set their own cookies on your web browser. Third party service providers control many of the performance and functionality, advertising, marketing and analytics cookies described above. We do not control the use of these third party cookies as cookies can only be accessed by the third party that originally set them.



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### **How can you manage cookies?**

Most browsers allow you to control cookies through their 'settings' preferences. However, if you limit the ability of websites to set cookies, you may worsen your overall user experience, since it will no longer be personalized to you. It may also stop you from saving customized settings like login information. Browser manufacturers provide help pages relating to cookie management in their products.

Browser manufacturers provide help pages relating to cookie management in their products. Please see below for more information.

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Safari (Desktop)
- Safari (Mobile)
- Android Browser
- Opera
- Opera Mobile

### **Blocking and disabling cookies and similar technologies**

Wherever you're located you may also set your browser to block cookies and similar technologies, but this action may block our essential cookies and prevent our website from functioning properly, and you may not be able to fully utilize all of its features and services. You should also be aware that you may also lose some saved information (e.g. saved login details, site preferences) if you block cookies on your browser. Different browsers make different controls available to you. Disabling a cookie or category of cookie does not delete the cookie from your browser, you will need to do this yourself from within your browser, you should visit your browser's help menu for more information.

### **Changes To Our Cookie Policy**

We may change our Service and policies, and we may need to make changes to this Cookie Policy so that they accurately reflect our Service



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and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to this Cookie Policy and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Cookie Policy. If you do not want to agree to this or any updated Cookie Policy, you can delete your account.

### **Your Consent**

By using our website, registering an account, or making a purchase, you hereby consent to our Cookie Policy and agree to its terms.

### **Contact Us**

Don't hesitate to contact us if you have any questions.

- Email: [info@scuba-elite.com](mailto:info@scuba-elite.com)
- Phone Number: [+5997002171](tel:+5997002171)
- [www.scuba-elite.com/contact](http://www.scuba-elite.com/contact)
- Address: [Kaya Gobernador N. Debrot 39, Kralendijk, Bonaire](#)



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If you are a copyright owner or such owner's agent and believe any material on our website constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

### **Affiliate Links Disclosure**

Scuba Elite has affiliate links and in this section of the Disclaimer we will address how we use those affiliate links from other websites/companies and products. These "affiliate links" are specific URLs that contain the affiliate's ID or username.

In compliance with the FTC guidelines, please assume the following about links and posts on this site:

- Any/all of the links on Scuba Elite are affiliate links of which we receive a small commission from sales of certain items, but the price is the same for you. As Scuba Elite has grown, so have costs associated with running and maintaining it, and affiliate links are a way we help offset these costs.



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- If we post an affiliate link to a product, it is something that we personally use, support and would recommend without an affiliate link.
- Unless otherwise noted, all reviews are of items we have purchased and we are not paid or compensated in any way.
- We might participate in affiliate programs such as:
- Others

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This website may contain third party advertisements and links to third party sites. Scuba Elite does not make any representation as to the accuracy or suitability of any of the information contained in those advertisements or sites and does not accept any responsibility or liability for the conduct or content of those advertisements and sites and the offerings made by the third parties.

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### **Testimonials Disclosure**

Any testimonials provided on this platform are opinions of those providing them. The information provided in the testimonials is not to be relied upon to predict results in your specific situation. The results you experience will be dependent on many factors including but not limited to your level of personal responsibility, commitment, and abilities, in addition to those factors that you and/or Scuba Elite may not be able to anticipate.

We will give honest testimonials to our visitors regardless of any discount. Any product or service that we test are individual experiences, reflecting real life experiences. The testimonials could be displayed on audio, text or video and are not necessarily representative of all of those who will use our products and/or services.

Scuba Elite does not guarantee the same results as the testimonials given on our platform. Testimonials presented on Scuba Elite are applicable to the individuals writing them, and may not be indicative of future success of any other individuals.

Please don't hesitate to contact us if you would like to know more about testimonials, discounts, or any of the products/services that we review.

### **Typographical Errors**

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall



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immediately issue a credit to your credit card account or other payment account in the amount of the charge.

### **Your Suggestions and Consent**

Any feedback, comments, ideas, improvements or suggestions (collectively, "Suggestions") provided by you to Scuba Elite with respect to the website shall remain the sole and exclusive property of Scuba Elite. Scuba Elite shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

We've updated our Disclaimer to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our website, registering an account, or making a purchase, you hereby consent to our Disclaimer and agree to its terms.

### **Changes To Our Disclaimer**

Should we update, amend or make any changes to this document so that they accurately reflect our Service and policies. Unless otherwise required by law, those changes will be prominently posted here. Then, if you continue to use the Service, you will be bound by the updated Disclaimer. If you do not want to agree to this or any updated Disclaimer, you can delete your account.

### **Contact Us**

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