

Website Terms of Use

Last Modified: 4 October 2024

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Dive Limited (9222520) ("**Company**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "**Terms of Use**"), govern your access to and use of www.divetalent.com, including any content, functionality, and services offered on or through www.divetalent.com (the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [\[link to Privacy Policy\]](#), incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

You represent and warrant that you are at least 16 years of age or older, and if under the age of 18 or the age of majority as that term is defined in your jurisdiction, you will only use the Website and the services provided by the Company under the supervision of a parent, legal guardian, or other responsible adult.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion.

All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are responsible for ensuring that you are familiar with the latest Terms of Use.

Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify the Company immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

IP rights in the Website

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material. and are protected by New Zealand and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Your right to use the Website

The Company hereby grants you a limited, terminable, non-exclusive right to access and use the Website for your personal use seeking employment opportunities for yourself. This authorizes you to view and download a single copy of the material on the Website solely for your personal, non-commercial use. You agree that you are solely responsible for the content of any document including resume, you post to the Website and any consequences arising from such posting. Your use of the Website is privilege. The Company reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion.

These Terms of Use permit you to use the Website for only the specific uses set forth herein and in the Standard Documents. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website, unless such commercial purpose is expressly approved by Company in writing, or expressly allowed pursuant to the terms of these Terms of Use.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: support@divetalent.com

Copyright Infringement

Employer represents, warrants and covenants that any materials provided on the Website by employer, including but not limited to, sample job postings, e-mails, brochures, career fair material, audio, videos, photographs, logos, trademarks, domain names, documents and other materials, for use in connection with the services provided by the Company and Website will not violate any laws or regulations or third-party proprietary rights, including, without limitation, copyright, trademark, obscenity, rights of publicity or privacy, and defamation laws. Employer hereby grants the Company a non-exclusive, worldwide, royalty-free license to use the employer materials and to hyperlink to employer's website in connection with the services.

If you believe that any User Contributions violate your copyright, please send a notice of copyright infringement to support@divetalent.com. It is the policy of the Company to terminate the user accounts of repeat infringers.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable New Zealand or international law;
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the [Content Standards](#) set out in these Terms of Use;
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website, unless expressly consented to in writing by the Company or expressly allowed pursuant to these Terms of Use.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant the Company and its affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to the Company and its affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with New Zealand law. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote, or assist any unlawful act;

- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person or misrepresent your identity or affiliation with any person or organisation;
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising;
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

Data Protection

If you are an employer, the following provisions shall apply to you:

- To the extent that the provisions of services hereunder involves personal data subject to the Privacy Act 2020, such data is provided by the Company as an agency to the employer as an agency for the intended purpose and:
 - o The Company warrants that it has an adequate legal basis under the Privacy Act 2020 and the information privacy principles for sharing that data with employer for the uses permitted pursuant to these Terms of Use;
 - o Each employer will comply with the Privacy Act 2020 and the information privacy principles and any other applicable data protection laws with respect to such data, including (i) processing such data fairly and lawfully and only for the intended purpose; (ii) processing such data only for as long as is necessary for the intended purpose and deleting such data once the intended purpose has been fulfilled; (iii) having in place appropriate technical and organizational measures to protect such data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data; (iv) having in place procedures so that any third party it authorizes to have access to such data, including processors, will respect and maintain the confidentiality and security of the data; (v) not disclosing or transferring such data to a third party located outside of New Zealand other than in accordance with information privacy principle 12.

- Upon registration with the Website, you consented to the storage of your data and information on the blockchain. The follow applies to the storage of your information on the blockchain:
 - o The Company will minimize data sharing between controllers and their processors on the blockchain.
 - o You may withdraw your consent for the storage of your information on the blockchain at any time by delivering notice to the Company at: support@seekr.io. The Company agrees to remove your information from the blockchain as soon as practicable after receipt of notice.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

General Indemnity

You agree to indemnify the Company from and against all actions, claims, costs (including legal

costs on a solicitor and own client basis and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by the Company to any person arising out of or in connection with your failure to comply with these Terms of Use, your failure to complete a transaction, your use of the Website's message boards, or arising out of any content or item you submit, post, upload, transmit, link to or make available.

No liability

The Website is provided on an “as is” and “as available” basis. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk.

We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

You agree and understand that the Company cannot and does not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by the Company with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through the Website or other transactions for the sale of services formed through the Website, or resulting from visits made by you, are governed by our Terms of Sale, in place from to time and available at www.divetalent.com which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send emails or other communications with certain content, or links to certain content, on the Website.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with the Company in causing any unauthorised framing or linking immediately to stop.

We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be

governed by New Zealand law. When you access the Website, you submit to the exclusive jurisdiction of the New Zealand courts.

Dispute Resolution

If You wish to notify the Company of any dispute you have with us, you should contact support@divetalent.com.

The Company will respond within 10 (ten) working days after receipt of Your notice.

You and the Company will use your reasonable endeavours to make whatever investigations each such person deems appropriate and seek in good faith to resolve the dispute by agreement expeditiously.

At Company's sole discretion, the Company may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, which remains unresolved by agreement within 30 (thirty) working days after receipt of Your notice of dispute to be determined by arbitration by a sole arbitrator in accordance with the New Zealand Arbitration Act 1996 and its amendments.

If You and the Company cannot agree upon the arbitrator, the parties agree that the President of the Arbitrators' and Mediators' Institute of New Zealand Inc., or the President's nominee, shall appoint the sole arbitrator.

The place of arbitration will be Auckland, New Zealand and the law applicable to the arbitral proceedings and the matters in dispute will be New Zealand law.

The parties submit to the exclusive jurisdiction of the New Zealand arbitral tribunal (as that term is defined in the Arbitration Act 1996) and the courts competent to determine any appeals from the arbitral tribunal.

No waiver

If the Company does not exercise or enforce any right available to it under these Terms of Use, it does not constitute a waiver of those rights.

Severance

If any provision of these Terms of Use is held by a court or tribunal to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. No change shall affect the legality, validity, and enforceability of the provisions of the Terms of Use.

Entire Agreement

The Terms of Use, our Privacy Policy, and Terms of Sale constitute the sole and entire agreement between You and Dive Limited regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This website is operated by Dive Limited.

All notices of copyright infringement claims should be sent to: support@divetalent.com.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: support@divetalent.com.