



Dive The World Affiliate Agreement

This Dive The World Affiliate Agreement ('**Agreement**') sets out the terms and conditions which apply to your participation as an affiliate member ('**Affiliate**') of the Dive The World Partner Programme ('**Programme**').

Details of the Programme can be found at www.dive-the-world.com. This website is owned and operated by Dive The World Limited (Dive The World Limited (Reg. No. 837138) Reg. Office: Unit 702, 7/F Bangkok Bank Building, No. 18 Bonham Strand West, Hong Kong) ('**Dive The World**').

You will be bound by this Agreement which becomes effective on the date you sign up as an Affiliate.

We may reject an application if, in our sole discretion, we determine that your website is unsuitable for our Programme for any reason including, but not limited to inclusion of content that is in our opinion, unlawful and otherwise does not meet the terms of this Agreement.

By applying to become an Affiliate you are confirming that you have read this Agreement and as a condition of your application you agree to be bound by these terms and conditions when acting as an Affiliate.

INTERPRETATION

1. These words have the following meaning unless the context otherwise requires:

"Affiliate Assets" means any platform or facility used or applied by the Affiliate for promotional purposes in connection with the Programme including electronic communications, social media search engine marketing, advertising programmes or other material electronically published or disseminated;

"Affiliate Website" means the Affiliate's website, blog or Facebook page which displays Dive The World Contents;

"Confidential Information" means any information and data that:

- a. by its nature is confidential;
- b. is designated as confidential; or
- c. a party knows or ought to know is confidential;

including any confidential and commercially sensitive information regarding a

party and each of its related bodies corporate, their property, business, affairs, clients, trade secrets, financial, accounting, marketing and technical information, know-how, strategic or business information, concepts, plans, strategies, directions or systems;

"Confirmed Sale" means sales that are confirmed by Dive The World in accordance with clause 8(c);

"Customer" means a single person within a booking that constitutes a Confirmed Sale.

"Dive The World Affiliate Area" means the pages you will be permitted access to as an Affiliate to get started as an Affiliate and to monitor your performance, sales and payments.

"Effective Date" means the date when you sign up as an Affiliate;

"Hyperlink" means a hypertext markup language ("HTML") link between Affiliate website or Affiliate Assets and the Dive The World website that is provided and approved by Dive The World from time to time and which is able to be tracked by us;

"Intellectual Property Rights" means any present and future intellectual and industrial property rights and interests (in common law or equity) whether or not such rights are registered or capable of being registered, including, without limitation:

- a. patents, trademarks (including goodwill in those marks), service marks, copyright, registered designs, trade names, symbols, logos and domain names;
- b. any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- c. all rights of a similar nature to any of the rights in paragraphs (a) and (b) above which may subsist in Australia or elsewhere;

"Referral Fee" means the amount paid to an Affiliate by Dive The World in accordance with this Agreement pursuant to clause 8;

"Referred User" means a customer and online user which an Affiliate refers to Dive The World in accordance with this Agreement;

"Trip Price" means the amount paid by the Referred User to Dive The World for a specific diving package minus any non-commissionable inclusions such as marine park fees;

"We", "our", and "us" means Dive The World Limited (Reg. No. 837138)

"Widget" means a widget that is provided and approved by Dive The World from time to time and which is coded and traceable between an Affiliate website and the Dive The World website that is able to be tracked by us;

"Dive The World Content" means online content supplied by us which links to the Dive The World website including but not limited to:

- a. Dive The World banners, logos, trade names, trademarks and similar identifying material;

- b. information about Dive The World Products;
- c. Widgets, Hyperlinks or other link formats, which are owned by or licensed to Dive The World for use in connection with the Programme;
- d. banners, quote panels, technical support details and other web based resources to support activities under the Programme as our Affiliate;

"Dive The World Product" means any scuba diving trip, tour, course or package available for purchase from the Dive The World website;

"Dive The World User Data" means any data or information relating to a Referred User which is provided or disclosed by the Affiliate to Dive The World under the Programme, including information and data collected through Widgets, Hyperlinks or Dive The World website, in whatever form that information or data may exist and whether entered into, stored in, generated by or processed through a Widget on behalf of Dive The World. For the avoidance of doubt, Confidential Information owned or controlled by Dive The World is included in Dive The World User Data;

"Dive The World Website" means our website at <https://www.dive-the-world.com> and associated Dive The World domains;

"You" and **"your"** means the person that is accepted by Dive The World as an affiliate in the Programme.

2. These rules of interpretation apply in this document:
- (a) a reference to persons includes corporations;
 - (b) a reference to a document includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
 - (c) the words including singular numbers include plural numbers and vice versa;
 - (d) the words "include", "includes" and "including" are not to be interpreted as words of limitation
 - (e) a reference in this Agreement to any legislation, statute or regulation includes all legislation, statute or regulation varying, consolidating or replacing them; and
 - (f) the clause titles and headings used in this Agreement are intended solely for convenience of reference and are not intended to affect its interpretation of this Agreement.

TERMS AND CONDITIONS

These terms and conditions apply if you are approved to become an Affiliate under the Programme and govern the relationship, arrangement and activities occurring under the Programme.

1. **True and Complete Information**

- (a) You represent and warrant that all information provided by you to us in connection with becoming and continuing as an Affiliate is accurate, true and complete.
- (b) If Dive The World determines in its sole opinion that any information provided or disclosed by you is not accurate, true and complete, we may immediately terminate your participation in the Programme under this Agreement without notice.

2. **Affiliate's Obligations**

You represent and warrant that any Affiliate website used by you for the purpose of the Programme and any content or technology used in connection with the Affiliate website or any Affiliate Asset used by you for promotional purposes in connection with the Programme does not:

- (a) infringe any third party Intellectual Property Rights;
- (b) violate any law or regulation;
- (c) constitute activity or conduct which is threatening, defamatory, obscene, harmful to minors, or contains nudity or pornography;
- (d) contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- (e) contain information or constitute conduct which is materially false, inaccurate, or misleading;
- (f) promote violence;
- (g) promote discrimination based upon race, sex, religion, nationality, disability, sexual orientation or age;
- (h) promote the use of bulk email or spam;
- (i) promote the use of pyramid schemes; or
- (j) promote illegal gambling, sports betting or touting.

3. **Affiliate's Rights**

- (a) Dive The World grants you a non-exclusive, non-transferable and revocable worldwide license to:
 - i. access the Dive The World website through Widgets and Hyperlinks;
 - ii. use Dive The World Content and access the Dive The World Affiliate Area

- iii. display factual information about Dive The World Products that is approved by Dive The World; and
 - iv. establish Hyperlinks from the Affiliate Assets, including the Affiliate website, to the Dive The World website, subject to the terms and conditions of this Agreement
- (b) You are only entitled to use Dive The World Content in accordance with and during the Term of this Agreement. You must comply with any direction, requirement or guidelines made by Dive The World concerning Dive The World Content, including in relation to:
- i. the display of Dive The World Content;
 - ii. any content which is derived from Dive The World Content; and
 - iii. any content relating to Dive The World Product in any Affiliate Asset.

The license granted under clause 3(a) will terminate and any rights granted under it cease immediately upon termination of this Agreement pursuant to clause 15(a).

- (c) The Affiliate must not sub-license, assign or otherwise deal with its rights granted under the license in clause 3(a) without the written consent of Dive The World.
- (d) You warrant and represent that you:
- i. do and will comply with any direction, guidelines or other requirements of Dive The World in connection with the Programme, including but not limited to any direction or guidance in the form of Frequently Asked Questions (FAQs) issued by Dive The World from time to time;
 - ii. do and will maintain all necessary licenses, approval permits and authorities and comply with all applicable laws and the requirements of relevant governmental agencies in relation to the negotiation, conclusion or performance of the obligations under this Agreement or the participation of the Programme;
 - iii. have obtained the necessary authority to enter into this Agreement; and
 - iv. are not prohibited or restricted by law from entering into this Agreement or participating in the Programme.
- (e) When participating in the Programme, you must not:
- i. use any unsolicited bulk email or other spamming techniques to market any Dive The World products or services;
 - ii. disclose any personal information about a Referred User;
 - iii. undertake or participate in any act or conduct that is inconsistent with our ownership of and any Intellectual Property Rights in the Dive The World Content; and,
 - iv. commit, authorise or permit any action which would cause you or us and

our Related Entities or their associates to be in violation of any applicable anti-bribery or corruption laws or regulations or any sanctions regime. You must immediately notify us if you have knowledge or suspicion of any corruption or bribery or breach of any applicable anti-bribery or corruption laws or regulations or any sanctions regime in relation to the negotiation, conclusion or performance of this Agreement or participation of the Programme.

- (f) You acknowledge, represent and warrant that you will not, except as specifically authorized by this Agreement:
- i. copy, publish or display any Dive The World Content;
 - ii. modify, alter, adapt, translate or create derivative works based on Dive The World Content in any way without prior written consent from Dive The World;
 - iii. remove, erase, or tamper with any copyright or other proprietary notices of any of Dive The World Content;
 - iv. sell, market, license, sublicense, distribute, disclose or otherwise grant to any person any right or interest under this Agreement in Dive The World Content;
 - v. undertake any act or omission which may mislead or cause deception, confusion or otherwise dilute the quality of Dive The World Content or the goodwill associated with it;
 - vi. provide consumers with any information which misrepresents any Dive The World Product;
 - vii. in any way, promote or make any representation in relation to a Dive The World Product which is not authorised by us; and
 - viii. represent Dive The World in any capacity or to create any legally binding obligation on behalf of Dive The World.

4. Intellectual Property Ownership and Rights

- (a) Nothing in this license transfers any ownership of Intellectual Property Rights to the Affiliate. We own and retain all rights, title and interest in Dive The World Content including any and all Intellectual Property Rights that exist in Dive The World Content now or in the future.
- (b) Any rights or other benefits arising from or in connection with the use of Dive The World Content by you are assigned on creation to Dive The World and you must do all things reasonably requested by Dive The World to protect such rights for the benefit of Dive The World.

5. **Logo and Trademark Usage: Dive-The-World.com**

- (a) The Affiliate acknowledges, represents and warrants to Dive The World that, except as otherwise provided under this Agreement, it shall not use or display any trademark, logo, branding or any other intellectual property of Dive The World or its related entities, in any manner whatsoever (including without limitation, in any search engine marketing (brand term bidding) or any Dive The World domain name, any other online/offline marketing or advertising etc.) without first obtaining prior written approval from us, which may be denied at our sole discretion.
- Dive The World
 - www.dive-the-world.com or any other Dive The World domain
 - Dive The World Thailand or any other combination of Dive The World and a destination

6. **Dive The World's Rights**

- (a) Dive The World may accept or reject, in its sole discretion, any proposed sale of a Dive The World Product to a Referred User which is introduced, placed on or through Dive The World website. Dive The World is solely responsible for all pricing, quotations, sales processing and fulfilment in relation to Dive The World Products and all other aspects of Dive The World website and the sale of Dive The World Products.
- (b) The form, content and frequency of any reports in relation to sales and referrals under the Programme which we may provide you under this Agreement may vary from time to time at our discretion.

7. **Privacy and Data Security**

- (a) You acknowledge that you obtain no right, title or interest in any personal information or Dive The World Data obtained under the Programme or through the use of Dive The World website.
- (b) You must comply with all relevant privacy laws at all times.
- (c) The Affiliate must not perform any act or omission or engage in any practice which may result in a breach or potential breach of privacy laws.
- (d) The Affiliate under and in relation to this Agreement, warrants and agrees to:
- i. ensure that its privacy policy is accessible on Affiliate websites, and that the policy complies with all relevant privacy laws;
 - ii. comply with the provisions of its privacy policy, particularly in relation to the collection, retention, and usage of data;
 - iii. provide any reasonable assistance required by Dive The World in relation to any disclosure required by all relevant privacy laws;

- iv. notify Dive The World immediately if the Affiliate becomes aware of or suspects a breach or possible breach of any of the obligations contained in, or referred to in this clause 7 whether by the Affiliate or its employees, officers, agents or subcontractors; and
- v. establish effective security measures to safeguard Dive The World User Data from unauthorised access, disclosure or use and to ensure that Dive The World User Data will be collected, held, used and accessed in a manner consistent with relevant data protection and security laws applicable and in accordance with this Agreement, including but not limited to laws and regulations which apply to cross border transfer of data and information.

8. Referral Fee

- (a) Dive The World will pay you a Referral Fee for a Confirmed Sale if a Dive The World Product covered by the Programme has been purchased by the Referred User and which is not considered a duplicate enquiry in accordance with clause 8(d).
- (b) Pursuant to clause 8(c), the amount of the Referral Fee and its method of calculation based on the Trip Price will be made available to you through your account in the Dive The World Affiliate Area. All amounts are in United States dollars converted using the market rate of exchange on the www.Oanda.com website on the date the full Trip Price is received. Referral Fees are calculated on Dive The World Products as follows: 5% of the Trip Price on your first 20 Customers each year, and 8% of the Trip Price on all additional bookings.
- (c) A sale is a Confirmed Sale if Dive The World receives full cash consideration for the sale of a Dive The World Product to a Referred User and which results directly from a Referred User following a Hyperlink or Widget appearing on the Affiliate website or other Affiliate Assets to the Dive The World website and sending an enquiry via the Dive The World enquiry form, to Dive The World; and
- (d) For the avoidance of doubt:
 - i. if Dive The World has already received an enquiry, either directly or via another Affiliate, from the same Referred User for the same product(s), or a similar product(s), for the same or similar dates, then Dive The World shall record this as a duplicate enquiry. If Dive The World receives an enquiry (unsolicited by Dive The World) from a Referred User within 48 hours of receipt of an enquiry from The Affiliate by the same Referred User for the same or similar product, for the same or similar dates then DTW shall record this as a duplicate enquiry. Duplicate enquiries do not lead to commission.

- ii. the Confirmed Sale does not include any taxes excluded from the purchase price, and other value-added service charges, merchant fees, bank or credit card processing fees or policy fees, returns and chargebacks; and
 - iii. a Confirmed Sale of a Dive The World Product does not include any subsequent purchases of other Dive The World Products after the initial sale to the Referred User
- (e) Subject to the terms and conditions of this Agreement, Dive The World will make quarterly payments (or monthly if you prefer) to you of all Referral Fees derived from Confirmed Sales. The Referral Fees will be paid on the payment date after the trip has taken place.
- (f) The Affiliate will cover all banking charges from the Affiliate's bank related to the quarterly payments.
- (g) Dive The World will use reasonable endeavours to notify you of any anticipated delay in the payment of the Referral Fee by Dive The World and any delay in payment by us will not constitute a breach of this Agreement.
- (h) Subject to any agreement to the contrary, Dive The World will be entitled to rollover any Referral Fees due under this clause 8 to the subsequent quarter if the amount is less than the minimum payment threshold of US\$ 100 for PayPal payments and US\$ 250 for bank transfers.
- (i) For clarity, no Referral Fee is payable in respect of a Confirmed Sale unless the following conditions are satisfied:
 - i. the Referred User follows a Hyperlink or Widget located on your Affiliate website or Affiliate Assets to Dive The World website
 - ii. the Referred User purchases a Dive The World Product having contacted us using one of our enquiry forms and remits full payment to us; and
 - iii. we can track a Confirmed Sale in accordance with clause 8(c).

9. Tax

- (a) Affiliates have the sole responsibility for their own federal, provincial, state, local or other taxes, levies, fees, charges and any other money payable or due both locally and abroad (if any) to any tax authority or appropriate government bodies. Dive The World will not, under any circumstances whatsoever, be held nor be liable for any non-compliance by the Affiliate with respect to relevant tax legislation and regulation and any tax payments due by the Affiliate.
- (b) As a condition to you joining the Programme as an Affiliate, you must inform us of any details of your business which we reasonably require to properly address our legal obligations in relation to the payment of any remuneration to you under this Agreement.
- (c) If you are operating as an Affiliate as a hobby, you must provide us with a written statement which is signed under your authority confirming that the

operation of the Affiliate website is a hobby and is not a business as prescribed by any regulation and guidelines issued by the relevant tax authorities and government bodies from time to time. We recommend that you seek independent accounting and tax advice.

- (d) Dive The World relies on the accuracy of the representation made by you under this clause 9 with respect to your obligations under relevant tax law and Dive The World is not responsible for any liability arising from your tax obligations as a result of this clause 9 or otherwise under this Agreement.

10. **Sales Tracking**

- (a) It is agreed that Dive The World will use its software to track, record, assess and determine the Confirmed Sales made by Referred Users under this Agreement and who are referred or introduced to the Dive The World website under the Programme via Dive The World Content displayed on your Affiliate website through a Hyperlink or Widget to the Dive The World website; and
- (b) We will only be obliged to pay you a Referral Fee for a Confirmed Sale under clause 8 subject to confirming accurate tracking of such Confirmed Sales through the use of a referral tracking cookie, activated when a Referred User completes and sends one of the Dive The World enquiry forms. You acknowledge and agree that the use of cookies is the only method by which we will track Confirmed Sales under this Agreement.
- (c) You agree and accept to update and make any amendments and variations to Widgets and Hyperlinks as requested by Dive The World from time to time. If you fail to make the necessary amendments or variations to the Widgets and Hyperlinks as requested by us within 30 days of receiving a notice of a change, Dive The World is under no obligation to pay you a Referral Fee in accordance with clause 8 nor is Dive The World liable for any shortfall in payment of a Referral Fee or failure by a cookie to accurately track sales through the use of a referral tracking cookie. Dive The World shall not be liable for payment of any Referral Fee or any other loss or damage whatsoever in respect of your failure to make the necessary amendments and variations to Widgets and Hyperlinks pursuant to this clause 10(c).
- (d) You acknowledge, agree and accept that:
 - i. only correct use of Dive The World Content will drop a referral tracking cookie on the Referred User's computer, enabling Dive The World to allocate the Referral Fee to you correctly;
 - ii. the Dive The World tracking cookie is set to expire after 20 years on the Referred User's device and after such time we cannot and will not track Confirmed Sales using such cookies;
 - iii. if our cookies are deleted, erased, corrupted or become unworkable for whatever reason by the Referred User, website owner or otherwise, we

will no longer be able to track Confirmed Sales to you from Referred Users;

- iv. we can only track Confirmed Sales made by the last Programme referral tracking cookie on the Referred User's device. For clarity, if a Referred User uses another referral tracking cookie associated with the Programme before purchase of a Product, such as, but not limited to another Affiliate page, the last cookie dropped on the Referred User's device will be allocated the Confirmed Sale; and

and in all such cases we shall not be liable for payment of any Referral Fees or any other loss or damage whatsoever, including in respect of any additional purchases of products or services made by such Referred User from us after the time that such cookies are incapable of tracking or cannot or will not be used to track Confirmed Sales.

- (e) The sales tracking and other information that Dive The World has generated, determined or collected under the terms of this Agreement and in connection with the Programme, will be made available in good faith in the Dive The World Affiliate Area and you and undertake that you will not challenge or dispute the completeness or accuracy of the information so generated, determined or collected.

11. **Independent Contractors and Relationships**

- (a) All Affiliates are independent contractors of Dive The World and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.
- (b) You must not, in any manner:
 - i. misrepresent or embellish the relationship between you and Dive The World;
 - ii. express or imply any relationship or affiliation between Dive The World and you or any other person or entity except as expressly permitted by this Agreement or by prior written agreement with Dive The World.

12. **No Income Guarantees Under This Programme**

- (a) Dive The World makes no representations or warranties whatsoever in relation to any future matters arising under the Agreement, including the quantum of Referral Fees that you may receive under this Agreement.
- (b) We may change our policies, operating procedures or the calculation of the Referral Fee at any time by notice to you or by implementing such changes on the Dive The World website pursuant to clause 16(a).
- (c) We reserve the right to reject a sale of a Dive The World Product to a Referred User that does not comply with any term of the Agreement, our policies,

operating procedures or any other requirements that we periodically issue in connection with our business and the Programme.

13. Responsibility for Affiliate URLs and Affiliate Participation

- (a) You will be solely responsible for:
 - i. the development, operation, and maintenance of your Affiliate website including all Hyperlinks and Widgets to the Dive The World website; and
 - ii. all materials, information and data that appear on your Affiliate website and Hyperlinks and/or Widgets to the Dive The World website.
- (b) You must use your best endeavours to maintain such Hyperlinks and Widgets in full working order and in compliance with any direction of Dive The World at all times for the Term and up to the date of termination of this Agreement. You must cooperate fully and comply with any requirement or request made by Dive The World in order to establish and maintain such Hyperlinks and Widgets in accordance with the Programme.
- (c) Dive The World reserves and retains the right to monitor and review the Affiliate website to ensure Dive The World Content, including Hyperlinks and Widgets to the Dive The World website and any content displayed on the Affiliate website is appropriate and in compliance with the Programme and the terms of this Agreement. Our review may include, without limitation, ensuring that any content displayed on the Affiliate website is compliant with applicable laws and regulations.
- (d) If Dive The World, in its sole discretion, determines that your use of Dive The World content or any other content is inappropriate for any reason, then Dive The World will notify you of any changes to be made to the Affiliate website.
- (e) In the event Dive The World notifies you of changes to be made to the content of the Affiliate website, Dive The World Content or other content displayed on the Affiliate website and such changes are not made within seven (7) calendar days of notification by Dive The World, or a mutually acceptable timeframe as otherwise agreed in writing, then Dive The World may immediately terminate this Agreement without further notice to you.
- (f) Upon termination of this Agreement for any reason, you agree to:
 - i. immediately remove and/or deactivate from the Affiliate website all Hyperlinks to Dive The World website and all Dive The World Content;
 - ii. certify in writing that all Hyperlinks, Widgets and Dive The World Contents have been removed and/or deactivated; and
 - iii. take any further measures that are reasonably required by Dive The World to protect its Intellectual Property Rights.

14. **Affiliate Indemnification**

To the extent permitted by law, you agree to indemnify, defend and hold harmless, Dive The World, its related bodies corporate and associates, and each of their respective directors, officers, employees, agents, affiliates, successors and assigns against any claim, suit, action, judgment, demands, proceedings, liability, loss, cost, charge, expenses and other damages, including reasonable solicitor's fees, arising directly or indirectly out of, or in connection with:

- (a) any breach or alleged breach of your representations and warranties set out in this Agreement;
- (b) the failure to comply with or perform your obligations under, or breach of this Agreement including, but not limited to, the failure to shut down the Hyperlink, Widget and Dive The World Content by the Affiliate on termination of this Agreement;
- (c) the Affiliate website and any content, technology or other materials displayed or contained on the Affiliate website, including, but not limited to, any claim relating to or in connection with the infringement or violation (or the potential infringement or violation) of any intellectual property right of any third party relating to the use of the Dive The World Content by the Affiliate;
- (d) your failure or alleged failure to comply with any applicable law or regulation including, but not limited to any breach of privacy obligations under clause 7;
- (e) any negligent, or actual or alleged wrongful act or omission by you, your employees, officers, contractors or agents;
- (f) any wilful, fraudulent, reckless or intended act or omission by you, your employees, officers, contractors or agents; and/or
- (g) any breach of a term, obligation, right or entitlement under this Agreement.

15. **Term of the Agreement**

- (a) This Agreement shall commence on the Effective Date and shall terminate on the first of the following to occur:
 - i. date on which Dive The World no longer maintains the Programme in accordance with the terms of this Agreement;
 - ii. the date on which a party provides written notice to the other party that they wish the Agreement to be terminated;
 - iii. the date on which Dive The World notifies you that it has determined, in its sole discretion, that you have breached this Agreement including any breach of privacy or security obligations under clause 7, you are unsuitable to participate as an Affiliate under the Programme or that the Affiliate website is unsuitable; or
 - iv. the date on which Dive The World notifies or otherwise terminates the Agreement.

- (b) Subject to clause 13(e), Dive The World shall terminate this Agreement immediately by giving you notice in writing:
 - i. if your website contains content or materials that in our absolute discretion causes or is likely to cause damage to our reputation; or
 - ii. if your website includes content that is false or misleading, obscene, promotes violence, discrimination or illegal activities or infringes the intellectual property rights of any third party.

16. Variation of Agreement

- (a) Dive The World reserves the right to vary this Agreement, at any time in its sole discretion, and may do so by posting a change notice or a new agreement on the Dive The World website and sending an email notification to you at which time the Agreement is varied and will immediately be deemed to have been varied in accordance with the change notice or new agreement and you agree to be bound by the Agreement as varied.
- (b) If any modification is unacceptable to you, your sole recourse is to terminate the Agreement by notice under clause 15(a)(ii).
- (c) Your continued participation in the Programme as an Affiliate following the variation of this Agreement shall constitute acceptance of such modification or variation by you.

17. Warranty Disclaimer

Subject to law, Dive The World does not represent and warrant to the Affiliate:

- (a) the effectiveness or profitability of the Programme; and
- (b) that the operation and maintenance of the Dive The World website will be uninterrupted or error-free.

18. Limitation of Liability

- (a) We are not liable for the consequences of any interruption or error in the Dive The World website or the Programme.
- (b) Dive The World is not liable for any indirect, incidental, special, punitive, or consequential damages or any loss of revenue, profits or data arising under or with respect to this Agreement or the Programme, even if Dive The World was advised of the possibility of such damages occurring.
- (c) Dive The World's maximum aggregate liability for any breach or claim arising under or in connection with this Agreement or the Programme will in no event exceed the total revenue paid or payable by Dive The World to you under this Agreement during the 6-month period prior to the date that such liability arose.

19. **Assignment**

Neither party shall assign, whether in whole or part, the benefit of this Agreement or any rights or obligations in this Agreement, without the prior written consent of Dive The World. Dive The World is not required to give consent or to justify the withholding of consent. Dive The World may, at its discretion, assign all or any of its rights under this Agreement.

20. **Waiver**

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. A waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

21. **Governing Law**

The law of Hong Kong governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.