

General information

The following conditions and provisions govern the use of the DIFFERENT DIVE Website, bearing the domain name WWW.differentdive.com. Access to the DIFFERENT DIVE website is subject to the acceptance of these terms of use.

This Website has been created by DIFFERENT DIVE and is managed by DIFFERENT DIVE, whose registered office is located in Belgium.

By accessing and using the Website, you accept these Terms of Use without restriction and undertake to comply with them. If any provision of these Terms of Use is unenforceable or inconsistent with any mandatory legal provision, such unenforceability shall not affect the validity or enforceability of the remaining provisions.

DIFFERENT DIVE reserves the right to modify the provisions of these terms of use and the user is therefore requested to consult them before any new use.

These terms and conditions are general terms and conditions of use of the DIFFERENT DIVE Website.

- **The owner of this site**

The owner of this website may be known by writing to helene@differentdive.com

Through this website, the owner intends to improve public access to information about its initiatives and activities. This information is supposed to be up to date and accurate. If inaccuracies are brought to our attention, we will endeavour to make the necessary corrections. However, the information provided on this site cannot engage the responsibility of the owner or the provider, creator and/or administrator of the website.

- **Limitation of liability**

The information accessible on this website is of a general nature and does not cover the particular situation of a natural or legal person; it is not necessarily exhaustive, complete, accurate or up to date; it sometimes refers to external sites over which the owner's services have no control and for which the owner declines all responsibility; nor does the information provided constitute professional advice (for specific advice, you should always consult a duly qualified expert). The information presented on this Website may also contain technical inaccuracies and typographical errors. The owner and the service provider who created and/or manages the website shall under no circumstances be held liable for any direct or indirect damage, whether proven or alleged, that may result from such errors.

The DIFFERENT DIVE website reserves the right, at any time and for any reason whatsoever, to modify or interrupt temporarily or permanently access to all or part of the website, without prior notice. The DIFFERENT DIVE website cannot be held liable for any direct or indirect damage, proven or alleged, related to a modification, suspension or interruption of the website.

The owner shall ensure that breakdowns, errors and interruptions due to technical problems are prevented as far as possible. However, some data or information on the site may not have been created or structured in error-free files or formats, so the owner cannot guarantee that the service will not be

interrupted or otherwise affected by such problems. The owner declines all responsibility for any such problems that may result from the use of this site or any other external site to which it refers, both with regard to the user and with regard to third parties.

This disclaimer is not intended to limit the owner's liability in a manner contrary to the requirements of applicable national law or to exclude his liability in cases where it cannot be excluded under such law.

The owner and the service provider who created and/or manages the site shall under no circumstances be held liable for any illegitimate acts, nor for any damage whatsoever, direct, indirect or accidental, such as operating losses, loss of profits, loss of opportunity, personnel costs, even if they were to result from serious misconduct or a repetitive error encountered on the Website (including relating to its technical functioning or unavailability), computer viruses, computer crimes, acts of computer hacking, even if the owner and/or the creator and/or administrator of the site had been informed of these risks.

Neither the owner, nor the creator and/or administrator of the website may be held liable for any damage or temporary or permanent disruption to the user's data or computer equipment during access to the website, during consultation of the website pages or, generally, during the transfer of files and computer programs that constitute the website to its reception equipment. In particular, the owner and the service provider who created and/or administered the site decline any liability in the event of any transfer of computer viruses through this Website.

- **Intellectual property rights**

The total or partial reproduction of the content of this website is **forbidden**, even if the source is mentioned, unless expressly authorised by the owner. Similarly, the reproduction of the structure of the website (layout and presentation formats), the use of fragments of text or multimedia information (sound, images, drawings, slogans, logos, graphic components, etc.), the software and all the elements contained in this Website, are protected by the intellectual property rights of the owner and his possible partners or the provider, creator and/or administrator of the website and any total or partial reproduction is unauthorized. These intellectual property rights include, but are not limited to: copyright, related rights, patent law, database rights and trademark rights.

You may not copy, modify, create a derivative work, reverse engineer or assemble the components of the Site, attempt to find the source code, sell, assign, sub-license or transfer in any way any rights relating to the Website Service.

You agree not to modify the website in any way and not to use modified versions of the website, in particular (but not exclusively) to obtain unauthorized access to the WWW site DIFFERENTDIVE.COM

You are prohibited from accessing the website by any means other than through the interface provided to you by DIFFERENT DIVE.

Finally, if other product or company names are mentioned on this Website, these trademarks are protected for the benefit of their respective owners. Without the prior written consent of the copyright holder or DIFFERENT DIVE, the user is prohibited from modifying, reproducing, renting, borrowing, selling, distributing or creating derivative works based in whole or in part on the elements present on the site.

Any infringement of these intellectual property rights may result in civil and criminal proceedings.

In the event that you submit a contribution (photo, video, audio, text), you expressly accept the following conditions:

- You are the owner or holder of the necessary rights and/or authorizations relating to copyright or other intellectual and/or industrial property rights possibly attached to your contribution.
- You authorize, without time limit and worldwide, the owner or provider, creator and/or administrator of the site to use your contribution and include it on the site.
- You benefit from the prior written authorization of each natural person identifiable in your contribution to use their name and/or image and/or voice, in particular, for the purpose of their dissemination.
- You may not transmit any contribution that contains any illegal or harmful elements to third parties or that is detrimental to the owner or provider who created and/or manages the site.
- You send us your contribution, with the rights of adaptation free of charge.
- You remain the owner of your contribution and grant the owner or the creator and/or administrator of the site the necessary authorizations allowing the following uses: reproduction, integration and communication on the site, accompanied or not by other texts and/or content, as well as its communication to the public by all known or unknown vectors or communication media to date.

- **The service provider and its activities**

DIFFERENT DIVE is specialized as a diving blog and related activities.

- **Description of the site**

The objective of WWW.DIFFERENTDIVE.com is the distribution of articles, participatory or not.

- **Use of cookies on WWW websites. DIFFERENT DIVE.COM**

A cookie is a small text file saved by a website server in the browser of your computer or mobile device when you visit this website. The cookie contains a unique code to recognize your browser when you visit the website ("session cookie") or on future repeated visits ("permanent cookie"). Cookies may be placed by the server of the website you are visiting or by partners with whom this website collaborates. A website's server can only read the cookies it has placed itself; it has no access to any other information on your computer or mobile device. Cookies are stored on your computer or mobile device in your browser's directory. The content of a cookie generally consists of the name of the server that placed the cookie, an expiration date and a unique encrypted code. Cookies generally provide an easier and faster interaction between the visitor and the website. In addition, they help the visitor to navigate between the different parts of the website. Cookies can also be used to make the content of a website or the advertising on that website more relevant to the visitor and to adapt the website to the visitor's personal tastes and needs.

Essential / Functional Cookies - These cookies are required to allow you to visit our website and use certain parts of it. These cookies allow you, for example, to navigate between the different sections of the website, to complete forms, to consult a multilingual website. If you refuse these cookies, some areas of the website will not work as intended or at all.

Performance / Commercial Cookies - This website uses Google Analytics to collect information about visitors' use of the website, with the aim of improving its content and possibly adapting it in order to provide a better service to the user or increase its usability. For example, this website uses cookies provided by Google Analytics.

- **Use of the website**

The use of the site is in principle free and open to all.

You may print a copy of the content of the site for your personal, non-commercial use only, without altering the content.

The use of the site for commercial purposes is prohibited.

- **Applicable law and jurisdiction clause**

Any disputes that may arise from the use of this website are governed by Belgian law.

Only the courts of Namur are competent to settle all disputes that may arise between the parties under these terms and conditions and the use of this website.

The owner or the service provider who created and/or manages the site may, however, waive this clause of attribution of jurisdiction and, if they prefer, bring an action before the competent court under ordinary law.

Use of this Website is not permitted in countries where these provisions, including this paragraph, do not apply.

- **Privacy Policy**

The owner and provider, creator and/or administrator of the site and the user of the site undertake to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

User data are kept for a maximum of seven years.

By providing personal data or browsing the site, the user of the site consents to the collection, use and processing of his or her personal data.

In accordance with the Data Protection Regulation, the user has the right to request the controller, by sending him an email, to have access to personal data, to rectify or delete them, or to limit the processing relating to the data subject, or to object to the processing and to have the right to data portability;

The controller shall implement appropriate technical and organizational measures to ensure the protection of the personal data collected.

Different Dive is the controller for the data collected on this website.

Why Different Dive collects and uses this personal data

Navigation

Different Dive stores server logs with the aim of being able to detect intrusion attempts and anomalies, in order to guarantee the security of the computer system.

Contact Form

The information that the user enters via the contact form is only used to respond to the user's request.

Personal data will only be used for these purposes.

How Different Dive collects this personal data

Different Dive collects user data from different sources of information:

- The user sends an email to helene@differentdive.com
- The user submits a request via the contact forms and pop up form
- Cookies
- Server Log

Definitions of the terms

- **Data controller**

"Data controller" means the natural or legal person, public authority, agency or any other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

GDPR, Art.4 (7)

- **Subcontractor**

"The processor is a natural or legal person, a public authority, an agency or any other body which processes personal data on behalf of the controller. »

An employee of the data controller is not considered as a subcontractor.

GDPR, Art.4(8)

- **Processing**

"Processing refers to any operation or set of operations carried out on personal data or sets of personal data, whether by collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or making available, alignment or combination, restriction, erasure or destruction. "GDPR, Art.4 (2)

- **Personal data**

"Personal data" means any information relating to an identified or identifiable natural person ("data subject"), an identifiable person who can be identified, directly or indirectly, in particular by reference to

an identifier, such as a name, an identification number, location data, online identifiers or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. »

Source: GDPR, Rec. 26; Art. 4 (1)

- **Sensitive personal data**

Sensitive personal data: personal data, revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, data on sexual health or life and sexual orientation, genetic data or biometric data are processed separately (criminal law does not fall within the EU's legislative competence).

Source: GDPR, Rec.10, 34, 35, 51; Art.9 (1)

Reference document

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC Data Protection Regulation

- <https://eur-lex.europa.eu/legal-content/FR/TXT/?uri=CELEX%3A32016R0679>

- **Competent privacy authorities**

Privacy Commission

Rue de la Presse, 35

B-1000 Brussels

Belgium

Phone +32 2 2 274 48 00

<https://www.privacycommission.be>

commission@privacycommission.be

This document is a translation of the French document and might contain mistakes. The French document prevails.