

The customer of Magmadive ehf - hereby enters into agreement for service with Magmadive (MAGMADIVE.IS). Magmadive is a partner and service provider for booking agents in Iceland and abroad, third party tours within Iceland and individuals who request its services.

GENERAL TERMS AND CONDITIONS - Where these general terms and conditions do not conform to the general terms and conditions for specific tours or services, these general terms and conditions apply.

ANNOUNCEMENTS - Magmadives primary method of communication is email. All requests, confirmations, changes or cancellations must be communicated to the 'info@magmadive.is' email address to be considered. Communications made outside of this channel may not be considered and may affect your eligibility in other parts of these Terms and Conditions. Any bookings and alterations to bookings made over the phone or via VOIP technology must be followed up with a response email on behalf of the client. If this is not possible before the tour start date the client must state this during the call. Bookings and changes may be made to +354 7802780

CORRECTIONS - The customer is obliged to be conscious about his transaction account and all the corrections that are performed. Magmadive is allowed to make correction to all mistakes or errors regarding collection of payments, issuance of invoices, calculation of commissions and discounts, and other transactions, including refunds and chargebacks. The customer is obliged to announce immediately to Magmadive if he knows about mistakes or errors that have been made. Depending on what applies, both parties are responsible for correcting the balance of the transaction account in accordance with the correction that has been made.

LIMITATIONS AND RESTRICTIONS - Participation in tours offered by Magmadive are contingent on meeting certification and experience requirements. It is the responsibility of the client to produce sufficient proof of certification and experience when requested by Magmadive and it is understood that failure to produce proof may result in a cancellation of their tours without refund. All clients participating in scuba diving must provide proof of certification by a recognized diver training agency. Clients participating in multiple day tours that involve scuba diving must provide proof of dry suit diving experience, within a minimum of the last two years and advanced diving certification from a recognized diver training agency for dive sites outside of Reykjavík. All clients participating in snorkelling must affirm they have previous swimming experience. Clients without swimming or snorkelling experience are not advised to participate in snorkelling tours with Magmadive.

MAKING A BOOKING - All bookings are to be made no later than 24hrs prior to your dive or snorkel trip. Please follow instructions carefully and enter all required information - this helps us to attain good service from the moment we pick you up.

PAYMENT - Payment for your trip can be made using debit or credit card. This can be done here in Iceland, usually at the beginning of the trip. If you are coming from outside Europe, please bring a selection of payment cards to avoid non-card recognition.

DIVER INSURANCE - We recommend that you purchase diving insurance to cover all risks involved with the practice of scuba diving, however, it is your responsibility and we leave this choice to you. If you require diving insurance and are unsure of what type of policy to purchase, visit www.daneurope.org or contact us for more information.

CANCELLATIONS - Cancellations or changes to service must be communicated via email. Magmadive reserves the right to cancel or alter tours and tour content based on availability, demand, weather or logistical concerns, or due to safety considerations. This may occur with little to no notice to the client, however Magmadive will endeavour to communicate any changes to scheduled activities at the earliest possible time. It is the goal of Magmadive to find the best solution for any changes or cancellations in activities and may offer alternative dive sites or activities. Magmadive will also work with the client on a case-by-case basis for all adjustments and cancellations with the client's interest and safety in mind. The client reserves the right to

cancel a tour at any time. Tours cancelled on behalf of the client are subject to a cancellation fee based on the type of tour booked and a set notice period:

Day Tours - Individuals (1 or 2 participants) • Payment is due in full upon booking. • Up to 48 hours prior to the tour departure time, 90% will be refunded. • Within 48 hours of the tour departure time, no refund is available.

Day Tours - Group Bookings (3 participants or more) • Payment is due in full upon booking. • 8 days or more prior to the tour departure, 90% will be refunded. • 3 days – 7 days prior to the tour departure, 50% will be refunded. • Within 48 hours of the tour departure time, no refund is available.

Multiple Day Tours • 25% deposit due upon booking (if booked more than 60 days prior to tour departure). • Payment in full is due 60 days prior to tour departure. • 60 days – 30 days prior to tour departure, 75% of the tour price will be refunded. • 29 days – 7 days prior to tour departure, 50% of the tour price will be refunded. • Within 7 days of tour departure, no refund is available.

All multiple day tour bookings require a minimum of a 25% deposit to secure tour dates and seats. Deposits must be paid by the client within 14 days of receiving an offer from Magmadive or, in the case where a booking is made less than 60 days before a tour begins, upon booking. All offers expire after the 14 day period and any bookings without a deposit will be considered rejected. Bookings for multiple day tours, groups, or private tours must be paid in full. Bookings with outstanding payments beyond the balance due deadline may be subject to late fees. Bookings for multiple day tours, groups or private tours that have not been paid in full 14 days before the tour start date will be considered forfeited and may be cancelled.

RESPONSIBILITY - Magmadive takes your safety seriously and follows the Standards and Procedures of PADI and the Recreational Scuba Training Council. This includes measures to identify responsibility and liability as well as professional insurance covering all aspects of Magmadive. In some cases this does not cover the client for certain responsibilities and liabilities. Magmadive strongly recommends that all clients purchase their own travel and diving insurance to cover unforeseen circumstances arising from vacation activities. Subject to our Booking Conditions Magmadive is not responsible for any injuries or losses sustained whilst clients are on tours booked with Magmadive, whether conducted by Magmadive or a third party. The client assumes responsibility for their own property, proof of experience and actions while on tour. The invalidity of individual clauses of this agreement does not affect the validity of the document as a whole.

CONFIDENTIALITY - Magmadive may collect personal information about clients to further the service provided. This may include names, email addresses or other identifying information. At no time does Magmadive collect credit card information and requires that all payments be made via bank transfer, over the phone or with our online payment system. Magmadive may use your email to periodically send newsletters or other information. This may be ceased at any time by replying to the email and requesting that such communications be stopped. Magmadive does not give collected information to any third parties without explicit permission of the client. This includes information sent for certification purposes to PADI or contact information to other clients.

DISPUTES AND VENUE - In case of a dispute between Magmadive and the client, or those that consider themselves a party to this agreement, and the dispute arises because of these general terms and conditions, disagreement, breaches of the general terms and conditions or the agreement based on them, the venue for such disputes is in the District Court of Reykjavík. Icelandic laws apply to the relationship between the client and Magmadive. With regards to foreign business of the customer that Magmadive is handling, the laws of the relevant country apply, unless specifically otherwise agreed upon.

CUSTOMER DECLARATION - By agreeing to this application and these general terms and conditions, the client confirms that he has studied the general terms and conditions for partnership with Magmadive in detail and accepts all the content of it without limitations and obliges to adhere to it in all aspects. The client confirms specifically: a. that he has studied in

detail and agrees to the general terms and conditions, specifically about the responsibility of Magmadive. That the agreement for services with Magmadive is entered into in its own benefit only. I agree to the terms & conditions.