## IMPORTANT INFORMATION AND STATEMENTS OF USER OF DEEPSPOT DIVING FACILITY

Name and Surname																						
Date of birth			ı			-												l	I	ı		
E-mail:																						
phone:																						
Diving license: type: _				org	gan	iza	tio	n: _				ا	nuı	mb	er:				_			
Date of last dive:			-			-																
Service: ☐ Scuba Diving Training	□ F	ree	divin	g Tra	ining	z 🗆 F	irst S	Scuba	a Div	⁄e □	First	Free	edive	2								

[Information about the provider] The owner of DeepSpot facility (the 'Facility') is Aerotunel Sp. z o.o. with its registered seat in Warsaw, Al. Solidarności 75/26, entered into the National Court Register under the number KRS 0000821632, NIP: 5252533508 ('DeepSpot'). You can contact DeepSpot at the address: recepcja@deepspot.com.

[Subject of the document] The document contains a summary of the most important information for the users of the Facility ('Users'). Other information, including the terms and conditions of the provision of services at the Facility and safety rules, result from the Regulations of Use of DeepSpot Diving Facility, available at <a href="https://www.deepspot.com">www.deepspot.com</a> and at the Facility reception ('Facility Regulations'). Facility Regulations also describe, among others, basic diving hazards.

[Services] DeepSpot provides the following services at the Facility (collectively: 'Services'): for all Users - a pool access service that allows the User to dive with scuba gear or with breath hold, whereas for the Users who have purchased from Deepspot First Scuba Dive or First Freedive service, a diving course or diving with an instructor – also the above services (collectively hereinafter referred to as the 'Trainings').

[Risk related to diving] Diving, in particular deep diving, is an activity that may involve risks, including the risk of health impairment or even death, especially if it is performed despite health contraindications, under the influence of alcohol or psychoactive substances, without exercising due diligence, contrary to the rules provided for by the appropriate diving organization which issued the User's diving license, beyond the User's skills or license, or contrary to the instructor's directions.

[Users – conditions of using the Service] The Services may only be used by a User who can swim on his/her own, is not afraid of water, is in good health and feels well, as well as has no contraindications for diving, in particular:

- at the moment of using the Service does not have an infection, such as flu, cold, ear or respiratory infection or any other problem which might in particular impede compensating without obstacles;
- has never had the following diseases or problems: asthma, emphysema, tuberculosis, serious diseases of respiratory system, ear diseases or operations, infections or other kind of problems to the sinus, as well as heart or cardio circulatory diseases;
- ⇒ is not under the influence of alcohol, intoxicants, psychoactive substances or any medications;
- in the last year did not undergo heart, lung, spine or other surgery (in the case of operations performed earlier, the User should consult a doctor before diving);
- ⇒ is not diabetic, has no high cholesterol level, no back disease or hernias, and in case of women is not pregnant;
- does not have a personal or family history of medical conditions including, especially at a young age: heart attacks or other heart conditions, strokes, high blood pressure, bleeding or problems with blood clotting;
- does not suffer from behavioural disorders, claustrophobia, agoraphobia, epilepsy, anxiety, panic attacks, loss of consciousness or fainting, disorders of the nervous system.

In the event of any contraindication, the User should not use the Service, as it may pose a threat to his health or even life, unless the User has a medical certificate allowing him/her to dive in such a situation, in which case the User should observe any restrictions recommended by the doctor.

[Facility Regulations and instructions] The User is obliged to read and follow the rules of using the Facility, including those resulting from the Facility Regulations, information obtained during briefing before commencement of the Service, as well as any other instructions issued by the lifeguard, instructor or other DeepSpot staff.

[Licensed Users] Except for Users who have purchased the Training service, the Facility may only be used by people who have appropriate diving qualifications confirmed by one of the recognized diving organizations. The presentation of a valid diving license is required to use the Facility. In the case of Users who have purchased the Training service from an entity other than DeepSpot, the use of the Service may depend on Deepspot verifying the permits of such entity, including the presentation of the appropriate instructor's license.

[Compliance with the rules] During the dive, the User is obliged to strictly comply with the rules, including all limits, set by the diving organization which issued the User's license or under the program of which the User participates in the Training, as well as the instructor's directions. This applies *inter alia* to permissible depth of immersion, time at individual depths, no-decompression diving limits, rules for safety stops and breaks between dives, use of diving equipment, specific requirements for freediving, etc. Except for Users who have purchased the Training service from DeepSpot, Deepspot does not monitor the course of diving by individual Users, including in terms of depth.

[Depth; caverns; boat wreck] The pool at the deepest point is over 45 m deep. Diving to all available depths requires appropriate license, as well as proper care and procedures. Artificial caverns are intended only for licensed scuba divers. It is strictly forbidden to enter the caverns by freedivers or by Users who feel anxious in tight spaces. All Users are strictly forbidden to enter the boat wreck located on the premises of the Facility.

[Buddy system] Subject to Users who have purchased the Training service, Deepspot only allows diving in the partner (buddy) system, in which partners remain in close proximity to each other and maintain eye contact in order to be able to provide each other with the necessary support, if needed, in accordance with the principles of proper diving organization.

[Questions; check dives] If the User has any doubts about the Facility, his/her capabilities or qualifications, the User should address Deepspot staff. DeepSpot's offer also includes dives with an instructor. The purchase of such a Service should be considered in particular if a relatively long time has passed since the User's last dive or if for other reasons it would be appropriate to refresh the User's knowledge or skills.

**[Liability]** Deepspot is liable for the provision of Services in accordance with the rules resulting from Facility Regulations and applicable legal provisions. In the case of Users who purchased Trainings from entities other than DeepSpot, Deepspot provides only access and use of the Facility, while the Service does not include instructor care; to the extent permitted by law, Deepspot is not responsible for the correctness of the performance of such Trainings.

[Personal data] AEROTUNEL Sp. z o.o. (the remaining data provided at the beginning of the document) is the data controller of the User's personal data. The data will be processed for the purposes necessary to perform the Service (Art. 6 (1) point b of GDPR) with the proviso that any information regarding the health condition provided by the User will be processed on the basis of his/her consent (Art. 6 (1) point a of the GDPR). DeepSpot may also process the User's personal data for the purposes of the legitimate interests pursued by the data controller (Art. 6 (1) point f of the GDPR), consisting in particular in promoting DeepSpot services, contacting the User or defending against User's claims. The recipients of the data may be subcontractors or diving organizations. The data contained in this statement will be stored for a period of 3 years from the performance of the Service, and if a complaint is submitted during this time - until the end of the procedure or the limitation of claims. The User has the right to request access to his/her personal data, rectification, deletion or limitation of processing, data transfer, the right to object and the right to lodge a complaint to the supervisory body. To the extent that data is processed on the basis of consent, the User has the right to withdraw it at any time, without affecting the lawfulness of processing based on consent before its withdrawal. Providing personal data data is voluntary, but it is necessary for the purpose of using the Service. There is a video monitoring system on the premises of the Facility to ensure safety and property protection. Other information on the rules for the processing of personal data is contained in the Privacy Policy available at <a href="https://www.deepspot.com">www.deepspot.com</a>.

I hereby declare that:
☐ I have read the above conditions and the full text of the Facility Regulations and I understand the above rules and undertake to comply with them when using the Facility;
☐ I confirm that I have no contraindications for diving;
<ul><li>I consent to the processing of data about my health (confirmation of the absence of health contraindications for diving) for the purposes described in this document.</li><li>.</li></ul>
date and signature
As a legal representative of the minor, I consent to the use of the Service by him/her and confirm the statements / consents contained in the form.