

Naval Group Australia Website Terms and Conditions

NAVAL GROUP AUSTRALIA PTY LIMITED WEBSITE TERMS AND CONDITIONS OF USE

1. AGREEMENT TO TERMS AND CONDITIONS

These terms and conditions (***Terms and Conditions***) are the terms on which this website <https://naval-group.com.au> is made available to you. Please read these Terms and Conditions carefully before you start to use this website. By accessing this website, you indicate that you accept the terms of use and that you agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, please refrain from using this website.

This website and its contents are owned or licensed by Naval Group Australia Pty Limited ABN 14 605 467 123 (***Naval Group, we, our, us*** and similar terms).

If you have any questions, complaints or comments about this website or these Terms and Conditions then you may contact us using the "Contact Us" feature on this website. Alternatively, you may use the address set out in section 13 of these Terms and Conditions.

2. ACCESS TO THIS WEBSITE

Access to this website is permitted on a temporary basis and we reserve the right to withdraw or amend this website without notice to you. We will not be liable if for any reason this website is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to this website. You are also fully responsible for ensuring that any person who has access to this website through your internet connection is aware of these Terms and Conditions and that they comply with them.

3. OUR INTELLECTUAL PROPERTY

Unless we expressly state otherwise, we own or are licensed to use all material and content appearing on this website (including, without limitation, trademarks, logos, graphics, designs, videos, publications, reports, text and copyright material) (***Material***).

You must not use any Material on this website except with our express written consent, or as permitted by these Terms and Conditions or under applicable Australian and international laws. If we allow you to use any of our Material, our status as the owner or licensee of that Material must be publicly acknowledged in writing as we may direct.

4. FILES WE PROVIDE FOR DOWNLOAD

Unless we expressly state otherwise, you are granted a non-transferable, revocable and non-exclusive licence to use, for your own personal use, any files authored by us on this website that we expressly state are available for download. You must not copy, communicate to the public, modify or reverse engineer the files, or otherwise transfer any right in the files. Your use of any files is undertaken entirely at your own risk and you must maintain all copyright and other notices displayed on the files.

We cannot guarantee that the files downloaded from this website are free from computer viruses or other faults or defects. It is your responsibility to scan the files for computer viruses. You assume the risk of any damage to your computer, mobile device or associated equipment arising from the installation, downloading or use of files from this website.

5. CONTENT YOU PROVIDE

You are fully responsible for any content (including any testimonials, comments, suggestions, ideas, graphics or other material) that you provide to us for display on, or submit or upload to, this website, including on any online portal. Any such content you provide will be considered non-confidential and non-proprietary.

By providing content, you warrant that it will not:

- (a) falsify or delete any author attributions, or otherwise remove any proper legal or proprietary notices or designations;
- (b) violate the intellectual property, confidentiality, privacy or other rights of any person or entity;
- (c) be offensive, abusive, defamatory, libellous, discriminatory, threatening, false or misleading;
- (d) comprise advertising or promotional materials of any kind;
- (e) impersonate any person or entity including, without limitation, any of our employees, associates, principals or directors, nor misrepresent or falsely state your affiliation with any person or entity or
- (f) contain software viruses or anything harmful to this website or to the computers, mobile devices or associated equipment of other users of this website.

By providing content, you grant us:

- (a) an unrestricted, world-wide, royalty-free, irrevocable licence to use, reproduce, display, adapt, modify, transmit, disclose, distribute to third parties or commercially exploit in any medium the content at our own discretion for any purpose; and
- (b) an unrestricted right to use any ideas, concepts, know-how or techniques contained in the content for any purpose.

You also, to the extent permitted by law, waive any moral rights in the content.

We reserve the right to monitor, inspect and remove (without liability to you) any content you provide, if, in our absolute opinion, such content does not comply with these Terms and Conditions. We also have the right to disclose your identity to any third party who is claiming that any content provided by you is an infringement of their intellectual property rights or of their right to privacy.

6. CONTENT OF THIRD PARTIES

We may display and provide links to a third party's content from this website, including news articles, press releases, Twitter Tweets and other materials. Third party content is provided for your ease of reference and information only. The views and opinions are those of the author and do not necessarily represent our views or those of our employees, associates, principals or directors. Unless we expressly state otherwise, we are in no way endorsing, sponsoring or suggesting an affiliation with a third party whose content we display or provide from this website.

7. LINKS TO THIS WEBSITE

This website must not be framed on any third party website, nor may you create a link to any part of this website without our express written consent to do so. We may withdraw our consent to link to this website at any time in our absolute discretion. You must immediately stop providing links to this website if so notified by us.

8. YOUR PERSONAL INFORMATION AND PRIVACY

Our privacy policy available here sets out the ways in which we may process (or collect, use and disclose) your personal information. You must read our privacy policy which contains important information about your privacy and our security processes and policies. Our privacy policy forms part of these Terms and Conditions. By using this website, you consent to our processing of your personal information.

We may investigate any reported breach of, or complaints regarding, these Terms and Conditions, and take any action that we deem appropriate (which may include, without limitation, removing any of your information, issuing warnings, suspending, restricting or terminating your access to and/or removing any of your content from this website). We also reserve the right at our discretion to suspend, restrict or terminate your access to this website at any time without notice if we have grounds to believe that you have breached these Terms and Conditions.

9. SOCIAL MEDIA



We may, from time to time, maintain a presence on certain social media sites (including, without limitation, *YouTube*, *LinkedIn*, *Twitter*, *Instagram* and *Facebook*), but are not endorsed or affiliated with those organisations (**Social Media Accounts**). We reserve the right to remove any material that is posted on the pages of our Social Media Accounts that contravenes section 5 of these Terms and Conditions.

You will be subject to, and agree to comply with, the respective terms and conditions of use of *YouTube*, *LinkedIn*, *Twitter* and *Facebook* while you are visiting any our Social Media Accounts.

This website contains an embedded Twitter timeline of all:

- (a) @navalgroup_AU's Tweets; and
- (b) re-tweets of Twitter users who reference @navalgroup_AU or the Future Submarines Project.

By embedding a Twitter timeline on this website, Twitter is granted a non-exclusive, royalty-free licence to access, index and cache this website by any means, including web spiders and/or crawlers.

Twitter's use of cookies may involve the storing and accessing of cookies or other information on your devices, as described in Twitter's *Cookie Use Policy*. You should consider Twitter's *Cookies Use Policy* before using this website, which can be viewed via: <https://help.twitter.com/en/rules-and-policies/twitter-cookies>

Twitter's use of cookies may result in Twitter collecting and storing data about your browsing activities and using that data for interest-based advertising. By proceeding to use this website, you consent to Twitter's use of cookies. You may opt out of Twitter's interest-based advertising and personalisation in accordance with the instructions contained in its *Twitter for Websites — ads info and privacy document*, accessible via: <https://help.twitter.com/en/twitter-for-websites-ads-info-and-privacy>

10. YOUR USE OF THE WEBSITE OR VISITOR MATERIAL AND CONDUCT

You agree that in using this website you will not:

- (a) use this website in any way that may constitute, or lead to the encouragement, procurement or carrying out of, any criminal or unlawful activity (including a breach of any domestic or foreign anti-corruption or anti-bribery laws);
- (b) transfer files to or through this website that contain viruses, Trojans, worms or anything else that is malicious or technologically harmful or that may interfere with, interrupt or disrupt the normal operation of this website;
- (c) use this website in a way to cause it to be interrupted, damaged, rendered less efficient or in a way so that the effectiveness or functionality of this website is impaired;
- (d) use this website in a manner that infringes the rights of another person or entity (including, without limitation, intellectual property rights, confidentiality rights or rights of privacy);
- (e) do anything that would seek to bypass or interfere with any security features of this website, or interfere with any of the servers or networks; and
- (f) upload files which contain an active hypertext link to another website.

11. LIMITATION OF LIABILITY AND INDEMNITY

We provide this website on an "as is" and "as available" basis. We do not make any representation or make any promise (whether express or implied) in respect of this website or its content including, without limitation, its accuracy. Therefore, we disclaim all liability and responsibility arising from any reliance placed on such materials by you or any visitor to this website, or by anyone who may be informed of any of its contents. Any decisions or action taken by you on the basis of information provided on or via this website are at your sole discretion and risk.

We do not promise that this website will be available uninterrupted and in a fully operating condition. Access to this website may be suspended and without notice in the case of system failure, maintenance or repair, or for reasons reasonably beyond our control.

To the maximum extent permitted by law, we are not liable for any loss, damage, expense, costs, delay or other liability whatsoever (including without limitation any financial losses such as loss of

profit) which you may incur in connection with any event beyond our reasonable control. Those causes include extreme weather conditions, industrial strikes and failure of equipment or machinery, including failure of the internet. For the avoidance of doubt, we are not liable for damage to your computer system or loss of data or other proprietary material that results from your use of this website or in connection with your downloading of any files or information made available on this website or on any third party content linked to this website.

To the maximum extent permitted by law, we expressly exclude:

- (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- (b) any liability for any direct, indirect or consequential loss or damage incurred by you in connection with this website or in connection with the use, inability to use, or results of the use of this website, any websites linked to this website and any materials posted on it including, without limitation, any liability for (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill; (vii) wasted management or office time; (viii) computer failure; and (ix) for any other loss or damage of any kind, howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

You agree to indemnify us (and our related bodies corporate) against all claims, liability, damages, losses, costs and expenses (including legal fees) suffered by us and in connection with any breach of these Terms and Conditions by you (including in relation to any content you provide).

12. CHANGES TO THESE TERMS AND CONDITIONS

We reserve the right to change these Terms and Conditions at any time. The updated Terms and Conditions will be available on this website. We encourage you to check this website periodically to ensure that you are aware of the current Terms and Conditions.

If any part of these Terms and Conditions is illegal or unenforceable at law, it may be severed and the remaining Terms and Conditions will continue in full force and effect.

13. COMPLAINTS HANDLING

If you have any concerns about material which appears on this website, or if you wish to report any inaccuracies or faults on this website, or if you have any other suggestions about how this website can be improved please contact us via:

Compliance Officer
Naval Group Australia Pty Limited
Level 2, 1 Richmond Road
Keswick SA 5035
Email: complianceofficer@au.naval-group.com.
Phone: +61 8 7099 2100

If you wish to make any use of material on this website other than that set out above, please address your request to: Head of Communications.

14. GOVERNING LAW

The laws of South Australia govern these Terms and Conditions. The parties submit to the non-exclusive jurisdiction of the courts of South Australia.