



Website and Extranet Legal Disclaimer and Terms and Conditions

In this disclaimer and terms and conditions (**Terms**), “**we**”, “**us**” and “**our**” refers to Odyssey Marine Pty Ltd (ACN 121 538 430) and any related body corporates. We maintain the website accessible at <http://www.odysseymarine.com.au> (**Website**). We also maintain Odyssey Marine extranet sites which we may make accessible to you via the access details provided to you by us (**Extranet**). In these Terms, the capitalised terms “**Site**” and “**Sites**” refers to the Website and the Extranet.

The Sites are available for you to access conditional on your acceptance of these Terms. By continuing to access the Sites you are agreeing to these Terms. If you do not agree to these terms, you must not access the Sites.

The Sites are made available primarily for access in Australia and to users located in Australia.

1. Modification of these Terms

We reserve the right to change these Terms from time to time. Your use of the Sites following any change constitutes your agreement to the Terms as changed.

2. Use of the Sites

You may not use the Sites:

- a) for any activities that breach any laws, infringe any party's rights or breach any standards, content requirements or codes or any Government authority;
- b) to distribute or upload through the Sites any inappropriate communication, virus, harmful components or other disabling code in any form;
- c) in any manner which could damage, disable, overburden, or impair the Sites or interfere with any other party's use and enjoyment of the Sites;
- d) to distribute or upload any information, content, material or communication to the Sites that:
 - a. is false or misleading;
 - b. infringes the intellectual property or proprietary rights of any party; and/or
 - c. is defamatory, explicit, offensive, obscene, profane or inappropriate, as determined by us in our absolute discretion;
- e) in any manner which is or is likely to be invasive of a person's privacy or harass, cause distress or inconvenience to any person;
- f) to advertise or perform any commercial or other form of solicitation that is not authorised by us;
- g) to make unauthorised access or modifications to the Sites; or
- h) in any manner or for any purpose which is contrary to these Terms.

3. Third Party Content

The Sites may contain or be integrated with information, applications, services and materials from third parties, including applications, advertisements, social media content and links to other websites, which are not under our control (**Third Party Content**). In relation to any Third Party Content which is on or integrated with the Sites, you acknowledge and agree that:

- a) unless expressly stated otherwise, we do not endorse or sponsor any Third Party Content or have any association with the operators of the Third Party Content;
- b) we are not responsible for the material contained in the Third Party Content, including without limitation, any material or link contained in the Third Party Content, or any changes or updates to the Third Party Content; and
- c) your use of such Third Party Content may be governed by and subject to the terms, conditions and privacy policies of these third parties. In particular, the Extranet is integrated with products provided by Microsoft Corporation which are subject to Microsoft's Privacy Policy and Terms and Conditions accessible at <https://www.microsoft.com/en-au/servicesagreement/>.



4. Disclaimers and limitation of liability

The use of the Sites and all information and data provided on or through the Sites is entirely at your own risk. You are responsible for all of your activity in connection with accessing and using the Sites.

We do not warrant, guarantee or make any representation that:

- a) the Sites, or the server that makes the Sites available on the world wide web are completely secure, free of software viruses, disabling code or other harmful components;
- b) the functions contained in any software or applications contained on or integrated with the Sites will operate uninterrupted or are error-free;
- c) any errors and defects in the Sites will be corrected; and
- d) unless expressly stated, the information provided on or through the Sites is suitable, reliable, accurate, current, complete or fit for any particular purpose.

Unless expressly stated, the information on the Sites is provided for information purposes, general interest and enquiry only. Before relying on the information on the Sites, you should verify the accuracy of the information and consult us or with an appropriate professional for specific advice tailored to your situation.

To the extent permitted by law, we exclude all liability for any loss or damage (including direct and consequential loss) arising from or in connection with:

- a) your use of the Sites and any Third Party Content;
- b) your reliance on any information provided on or through the Sites and any Third Party Content;
- c) any delay or inability to use any part of the Sites; and/or
- d) any failure to provide services or any information through the Sites.

5. Indemnity

You will at all times indemnify us and keep us and our officers, employees and agents indemnified from and against any loss (including direct and consequential loss), damage or liability incurred by us arising from any claim, demand, suit, action or proceeding by any person, arising out of, in connection with or in respect of any breach of these Terms by you.

6. Intellectual property

Unless otherwise indicated, we own or are licensed to use all intellectual property (including copyright, trade marks and designs) subsisting in the content (including any graphics, images, logos, text, material, software) on the Sites.

Content on the Sites must not be modified, copied, reproduced, republished, framed, uploaded to a third party, posted, transmitted or distributed in any way except as expressly provided for on the Sites, or as expressly authorised in writing by us.

The name ODYSSEY MARINE is our registered trade mark, and may not be used as part of your business or in connection with any goods or services without our prior written consent.

7. Privacy

Our Privacy Policy (available at <http://www.odysseymarine.com.au/>) forms part of these Terms. By using the Sites, you consent to us collecting, handling and using your personal information in accordance with our Privacy Policy.



8. Termination of access

We may terminate access to the Sites at any time without giving any explanation or justification for the termination of access. We are not liable to you for any costs, losses or damages of any kind arising as a consequence of terminating access to the Sites.

9. Use of the Extranet

To access the Extranet you must:

- a) be invited to access the Extranet by Odyssey Marine;
- b) have a valid user account with Microsoft or register for Microsoft account by providing:
 - i) your email address; and
 - ii) a password.

You are responsible for keeping the details of your user account confidential and secure and you are responsible for all use and activity carried out under your user account.

You acknowledge and agree that in relation to the Extranet:

- a) you may only use the Extranet to view, upload, provide or edit information, content or materials as specified by us. If you receive access to the Extranet in error, you are not authorised to view, upload, provide or edit any information, content or material on the Extranet and must immediately contact us; and
- b) we may allow you to upload, or provide information, content or materials to us via the Extranet (**Your Content**). By uploading or providing Your Content to the Extranet, you:
 - i) warrant that you are permitted to upload or provide Your Content to us;
 - ii) grant us a perpetual, non-exclusive, worldwide, royalty-free licence to reproduce, distribute, use, edit, reformat and otherwise exploit Your Content for the purposes for which you have provided it to us;
 - iii) consent to us doing any act or omission in relation to Your Content that would, but for this consent, infringe any moral rights in Your Content; and
 - iv) release us from any liability to you in relation to our use of Your Content in accordance with these Terms; and
- c) any information, content or materials deleted by you via Extranet may be retained by us for a period of at least 30 days.

10. General

If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining Terms will continue to apply.

These Terms are governed by the laws of Western Australia. You agree to the jurisdiction of the courts of Western Australia to determine any dispute arising out of these Terms.

All rights which are not expressly granted in these Terms are expressly reserved.

These Terms were last updated on 22 October 2018.