

## Silentium Defence Pty Ltd Website Terms and Conditions of Use

### **IMPORTANT NOTICE:**

**THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND A WAIVER OF CLASS ACTION RIGHTS. DISPUTES WITH US WILL BE RESOLVED THROUGH INDIVIDUAL ARBITRATION AND NOT IN COURT**

**YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION.**

**SEE THE "DISPUTE RESOLUTION: BINDING ARBITRATION: CLASS ACTION WAIVER" SECTION BELOW.**

### **Preamble**

These terms and conditions of use (**Terms**) apply to your use of the Silentium Defence Pty Ltd ABN 24 616 397 383 (**Silentium Defence, we, us, our**) website which can be found at <https://www.silentiumdefence.com.au/> (**Website**).

By clicking "I agree" or otherwise accessing or using the Website, you acknowledge that you have read, understood and agree to be bound by these Terms. If you do not agree to be bound by these Terms, you must not use the Website.

We may amend these Terms from time to time by posting an updated version of these Terms on the Website. This posting is your notice of any amendments. Any amendments will be effective immediately upon being posted. You should regularly check these Terms for any amendments. If these Terms are amended, you must follow the updated Terms. By continuing to use the Website, you agree to be bound by the updated Terms. If you do not agree to be bound by the updated Terms, you must stop using the Website.

### **Definitions**

In these Terms, unless the context otherwise requires:

- (a) **Australian Consumer Law** has the meaning given in the *Competition and Consumer Act 2010* (Cth), as amended, replaced or superseded from time to time;
- (b) **Consumer** has the meaning given in the Australian Consumer Law;
- (c) **Device** means your own internet-enabled device that is compatible with the Website and has a current and working internet connection;
- (d) **Loss** means all liabilities, losses, damages, costs and expenses (including legal costs and expenses, regardless of whether incurred or awarded) arising in contract, tort (including negligence) or otherwise;
- (e) **Terms** has the meaning given in the 'Preamble' section above; and
- (f) **Website** has the meaning given in the 'Preamble' section above.

### **Licence**

All copyright and other intellectual property rights in the Website (including all trade marks appearing on the Website) are owned by us and/or our licensors.

We hereby grant you a revocable, non-transferable, non-exclusive, royalty-free, personal licence to use the Website on your Device for your own purposes, and to download and print out a copy of the information available from the Website for your own personal use.

You must not (and must not attempt to):

- (a) except as expressly permitted by the above licence, use or copy any part of the Website without our prior written consent;
- (b) distribute, translate, modify or tamper with, any part of the Website;
- (c) create derivative works of, or from any part of, the Website;
- (d) sell, rent, lease, sub-license, assign, exchange or otherwise transfer your rights under these Terms; or
- (e) permit or assist any person to engage in any act described in paragraphs (a) to (d) above.

### **Use of the Website**

You are solely responsible for ensuring that your access to and use of the Website complies with all laws applicable to you, including any export-control, sanctions or defence-related regulations. You must comply with all applicable export-control and sanctions laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR), to the extent they apply. You must not access or use the Website in violation of any such laws.

You must procure your own internet access and Device in order to access and use the Website. You are responsible for all internet access, data downloads and other network charges arising from your use of the Website and you agree that we have no responsibility or liability for those charges.

You are responsible for the operation and maintenance of your Device and for ensuring that the Website is accessible from your Device. This includes installing a compatible operating system (if applicable) for accessing and using the Website on your Device.

You must not use (or attempt to use) the Website:

- (a) for any unlawful or dishonest activity, or any activity prohibited by these Terms;
- (b) to access, transmit, publish or communicate material which:
  - (i) is false, inaccurate, misleading, defamatory, offensive, inflammatory, obscene, unsuitable for minors, abusive, indecent, threatening, or otherwise unlawful;

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- (ii) is xenophobic, racist, abusive, harassing or hateful;
  - (iii) is invasive of a person's privacy or constitutes personal abuse directed at other users;
  - (iv) is unsolicited or constitutes spam, commercial advertising, the promotion of gambling or the promotion of your own site, business or organisation;
  - (v) contains a virus or other harmful code;
  - (vi) infringes a person's copyright or other rights (including any other intellectual property rights); or
  - (vii) contains links to other sites that contain or promote the material identified in paragraphs (i) to (vi) above;
- (c) to obtain unauthorised access to (or damage, disrupt or interfere with the operation of) any computer, system, application, network or service;
- (d) in any way that may bring negative exposure or harm to us, our suppliers or other users of the Website (including by linking the Website or any part of it in a way that damages or takes advantage of any person's reputation such as:
- (i) by implying or suggesting that you have any kind of association or affiliation with that person, or approval and endorsement from that person when there is none; or
  - (ii) in a way that is illegal or unfair); or
- (e) in any way that may cause us, our suppliers or other users of the Website to incur liability to a third party.

In addition, you must not do (or attempt to do) any of the following:

- (a) use data mining, robots, screen or site scraping or similar data gathering and/or extraction tools on the Website; or
- (b) interfere with the security-related features of the Website.

We may ask you to cease any conduct which we believe is contrary to these Terms, and you must immediately comply with any such request. We may at any time terminate and block your access to the Website or the services provided by the Website for any reason, in our discretion. In addition, we may refer fraudulent, abusive or illegal activity to the relevant authorities.

The Website is not intended for use by children under thirteen years of age. We do not knowingly collect personal information from children under thirteen. If you believe that a child under thirteen has provided personal information to us, please contact us and we will take reasonable steps to delete the information.

### Performance of the Website

The Website is controlled from Australia. We make no representation that the Website or any content is appropriate, legal or available for use in any other jurisdiction. Accessing the Website from locations where doing so is illegal or subject to restrictions is prohibited. If you access the Website from outside Australia, you do so at your own risk and are responsible for compliance with all applicable local laws.

We will use reasonable endeavours to make the Website available during our normal business hours. However, the availability of the Website depends on various third party suppliers, and accordingly, we do not warrant or guarantee that:

- (a) you will be able to use the Website at any time;
- (b) your use of the Website will be continuous, uninterrupted, secure or error-free; or
- (c) any defect will be corrected.

You agree that the Website may not be available for use from time to time, and that you may be disconnected from your use of the Website at any time for any reason, including if:

- (a) any network connection difficulties occur;
- (b) the systems providing services on which the Website relies are unavailable for any reason (including so that maintenance can be performed);
- (c) you breach any of these Terms; or
- (d) we decide to terminate your access to those services for any reason.

We make no guarantee as to the reliability or performance of the Website. The performance of the Website depends on various factors, including the functions, capacity and configuration of your Device, the speed of your internet connection, and the number of users accessing the Website and the systems that support it.

The information available through the Website is subject to updates from time to time (including because some of that information is based on material provided by third parties) and, while we aim to ensure that it is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. Accordingly, we cannot and do not warrant or guarantee that the information you obtain through the Website is or will be current, complete or accurate at all times. You agree that you will make your own enquiries to determine whether the information you obtain through the Website is current, complete and accurate before using or otherwise relying on it. Subject to the 'Liability' section below, we are not responsible for any Loss you suffer or incur as a result of your failure to comply with this paragraph.

Additionally, by using the Website you agree that the information available through the Website is general in nature. It is not intended to be used as, and must not be used as, legal, financial, engineering, professional or technical advice, and you agree that accessing or using that information does not create a professional advisor-client or other similar relationship with us. You must not rely on the information available through the Website and should instead obtain specific advice appropriate to your circumstances.

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The Website may rely on services, infrastructure or systems provided by third parties. We are not responsible for the acts or omissions of any third parties or for any Loss arising from their services or systems.

### Security

Some features of the Website rely on your browser settings, including the use of cookies, certain permissions, and similar technologies. If you disable cookies or decline certain permissions, or disable browser functionality that the Website needs, some features of the Website may not function as intended.

If you do not grant these permissions and this access, the Website or some of its features may not function for you appropriately.

The Website uses the internet to provide services and information. By using the Website, you agree to accept all risks associated with using the internet, including the potential exposure to viruses and harmful code which may affect your Device.

We do not warrant or guarantee the security of the Website. You are solely responsible for the security of your Device (including any data stored on that Device) and for using appropriate and up-to-date software on your Device to detect and manage the threat posed by viruses and other harmful code.

### Consumer Guarantees; Limitation of Liability

Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (**Consumer Guarantees**). For clarity, the Website is an informational platform only and does not itself supply goods or services.

However, if you, as a Consumer, acquire goods or services through your use of the Website the Consumer Guarantees cannot be excluded, restricted or modified.

Your access to, and use of, the Website is at your own risk.

To the maximum extent permitted by law and subject to the 'Consumer Guarantees' section above:

- (a) we exclude from these Terms all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom (except any guarantee or right which if excluded would contravene legislation (including the Australian Consumer Law) and/or cause part or all of this clause to be void); and
- (b) we disclaim all liability (including any direct, indirect, special, incidental, consequential, punitive or exemplary damage or Loss) suffered or incurred by you or any third party, whether directly or indirectly, by reason of any use of the Website. To the extent that any such liability is not disclaimed by the foregoing sentence, our liability will not exceed \$50 AUD.

You indemnify us and our employees, officers, contractors and agents (together the **Indemnified Parties**), against any reasonable Loss suffered or incurred by the Indemnified Parties in

connection with any claim made by a third party due to or arising out of your breach of:

- (a) these Terms;
- (b) any applicable law; or
- (c) the rights (including intellectual property rights) of any person.

To the fullest extent permitted by applicable law, the Website and all information, content and materials made available through it are provided on an "as is," "as available" and "with all faults" basis. We do not make, and expressly disclaim, any and all representations, warranties or guarantees of any kind, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement, and any warranties arising out of course of dealing or usage of trade. We do not warrant that the Website will be uninterrupted, error-free, secure, or free of viruses or other harmful components, or that defects will be corrected. Your use of the Website is at your sole risk.

Nothing in this section limits any rights or remedies that cannot lawfully be excluded under law.

### Privacy

We may collect, use, store, disclose and otherwise handle your personal information in accordance with these Terms, our Privacy Policy and applicable legislation.

In these Terms, **Privacy Policy** means our privacy policy, as amended from time to time and which is available at <https://www.silentiumdefence.com.au/privacy> (or any replacement web page from time to time).

### Third party links

The Website may contain links to other websites over which we have no control. Those links are provided for your convenience only, and we are not responsible for their use, effect or content. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those websites, nor do we endorse any information, opinions, goods or services referred to on them. We are not responsible for any Loss arising from your access to or use of third-party websites. Your access to those websites is at your own risk. We do not monitor, verify or control the content of any third-party websites.

### Suspension, withdrawal of or changes to the Website

We reserve the right to:

- (a) suspend your use of, or withdraw, the Website and/or any of its features or components; and
- (b) add to, amend, remove, or disable access to, any part of the Website and/or any of its features or components,

in each case at any time and for any reason, without notice to you.

If requested by us, you must immediately:

- (a) stop using or accessing the Website; and

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- (b) destroy, expunge, disable or restrict access to any information from the Website that you have printed or downloaded, and any information derived or generated from that information.

### **Dispute resolution; binding arbitration; class action waiver**

If you have any issue arising out of these Terms or in relation to the Website, you may notify us in writing and we will work with you in good faith to try to resolve the matter.

Any dispute, claim or controversy arising out of or relating to these Terms or the Website that cannot be resolved through informal discussions will be finally resolved by binding arbitration administered by the International Chamber of Commerce (ICC). The place and legal seat of arbitration will be Adelaide, South Australia. The arbitration will be conducted by one arbitrator in accordance with the ICC Rules then in force. The arbitration may be conducted by video conference or teleconference where appropriate to reduce cost or inconvenience.

To the fullest extent permitted by law, disputes will be resolved only on an individual basis and not in a class, consolidated or representative action. You and we waive any right to participate as a class member or representative and any right to a jury trial.

We will pay any ICC filing or administrative fees that exceed the filing fees you would have paid to file a claim in a court of competent jurisdiction in your place of residence. The arbitrator may allocate additional costs or fees as permitted under the ICC Rules.

This arbitration agreement does not apply to disputes relating to intellectual property rights, unauthorised access or misuse of the Website, or claims seeking injunctive or equitable relief. Either party may bring an individual claim in small-claims court if eligible.

You may opt out of this arbitration agreement by sending written notice to [info@silentiumdefence.com.au](mailto:info@silentiumdefence.com.au) within thirty (30) days of first using the Website after these Terms become effective.

This arbitration agreement and class action waiver survive termination of these Terms.

### **Miscellaneous**

- (a) **No waiver** – We do not waive a right, power or remedy in connection with these Terms if we fail to exercise or delay in exercising the right, power or remedy. A right, power or remedy is only waived by us if it is in writing and signed by us.
- (b) **Governing law** – These Terms are governed by the laws of South Australia, Australia. You submit to the exclusive jurisdiction of the courts of South Australia, Australia and the courts having appeal from them.
- (c) **Severability** – If any part of these Terms is found to be void, invalid, unlawful or unenforceable, that provision is deemed to be ineffective only to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions. The remaining

terms remain in force and constitute a binding agreement between you and us.

- (d) **Relationship between the parties** – Nothing in these Terms constitutes the parties as partners or joint venturers or agents for the other party or gives rise to any other form of fiduciary relationship between the parties.
- (e) **Entire agreement** – These Terms and any other additional terms which may be applicable at different stages of usage of the Website, replace any previous understanding, agreement, representation or warranty relating to the subject matter in these Terms (including in relation to your use of the Website).
- (f) **Force majeure** – To the extent permitted by law, we will not be liable to you for any failure to fulfil, or delay in fulfilling, our obligations caused by circumstances outside of our reasonable control.
- (g) **Notices** – Notices to be given to either party must be in writing. Any notices addressed to us must be delivered to us by email to [info@silentiumdefence.com.au](mailto:info@silentiumdefence.com.au) or at our registered office to 33-37 Port Wakefield Road, Gepps Cross SA 5094.
- (h) **Electronic Communications** – By accessing or using the Website, you consent to receive communications from us electronically, including notices, disclosures and other information required by law. We may provide these communications by email or by posting them on the Website. You agree that all such electronic communications satisfy any legal requirement that such communications be in writing.
- (i) **Assignment** - You shall not assign or transfer these Terms or any rights under them. We may assign or transfer these Terms, in whole or in part, freely. Any assignment in violation of this section is null and void.
- (j) **Survival** - The following sections survive termination of these Terms and your use of the Website: Licence, User Content, Consumer Guarantees; Limitation of Liability, Dispute resolution; binding arbitration; class action waiver, and any other provision that by its nature should survive.

Last updated: 02 March 2026