

Website Terms and Conditions of Use

IMPORTANT! PLEASE READ THIS LEGAL STATEMENT CAREFULLY BEFORE USING THE BlueScope Connect (bluescopeconnect.com.au) SITE

1. Ownership

The BlueScope Connect website ("Site") is owned by BlueScope Steel Limited ABN 16 000 011 058.

2. Acceptance of Terms and Conditions

(a) Your access to and use of the Site is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Site (known collectively as the "Terms and Conditions").

(b) Your use of and/or continued access to the Site constitutes your agreement to the Terms and Conditions. If you violate any Terms and Conditions your right to use and access the Site automatically terminates.

(c) BlueScope Steel Limited may amend the Terms and Conditions at any time and with immediate effect by posting the amended terms and conditions on the Site. This agreement may not be amended otherwise. You should visit this page periodically to review the Terms and Conditions.

3. Restrictions on Use

(a) BlueScope Steel Limited may change or discontinue any feature of the Site, including the content, hours of availability and equipment required for access, at any time without notice.

(b) You may not copy, reproduce, republish, frame, post, upload, distribute, transmit or modify in any way all or any part of the material contained on this Site, unless expressly provided for on the Site or expressly authorised in writing by BlueScope Steel Limited.

(c) You must not transmit or attempt to transmit any data, code or other material of any kind to this Site which contains a virus or other harmful component.

4. Privacy

(a) BlueScope Steel Limited's privacy policy applies to information collected from this Site. It sets out what personal information BlueScope Steel Limited will collect from you and how BlueScope Steel Limited will use it, and forms part of these Terms and Conditions.

(b) In addition to the use of information that has been described in BlueScope Steel Limited's privacy policy, BlueScope Steel may:

(i) disclose information where required by law to do so; and

(ii) use and disclose the information collected from the Site for the following related purposes ("the Related Purposes"):

A. BlueScope Steel may use customer information including information relating to transactions in an aggregate form in order to provide general industry information, statistics and demographic characteristics relating to the products or services provided. This aggregate information may be disseminated through the Site or provided to third parties. The use of information for these purposes will not identify individual customers; and

B. BlueScope Steel may disclose information concerning a customer to a third party service provider operating or providing services for the Site on behalf of BlueScope Steel Limited.

(c) By accessing the Site you consent to BlueScope Steel using and disclosing the information collected from the Site for the Related Purposes.

5. Copyright

(a) The content of this Site, including all information such as text, graphics, images and other material ("Material"), is protected by Australian and international copyright law. Unauthorised use of the Material may violate these copyright laws.

(b) You may:

- (i) download a single copy of the Material and where necessary for reference purposes keep a temporary copy in your computer's cache and make a single hard copy of the Material; and
- (ii) make such other use of the Material as is otherwise expressly authorised on the Site.

6. Trademarks

(a) All registered and unregistered trademarks, names and logos used on the Site are used with the permission of BlueScope Steel Limited or the relevant third party owners.

(b) Nothing contained in or displayed on the Site should be interpreted or construed as granting any licence or rights to use or distribute any names, logos or trademarks, without the express written agreement of BlueScope Steel Limited or the relevant contributor.

7. Limitation of Liability

(a) BlueScope Steel has provided the Material on the basis that it is given in good faith, but do not represent or warrant that the Material is reliable, accurate, complete or timely. You acknowledge that the Site and Material is provided on an "as is" and "as available" basis without any warranties or conditions of any kind (other than warranties or conditions which may not lawfully be excluded), and that you use the Site and the Material at your own risk.

(b) The Competition and Consumer Act 2010 (Cth), Australian Securities and Investments Commission Act 2001 (Cth) and similar consumer protection laws in Australia may provide or imply certain consumer guarantees, conditions and warranties into some contracts for the supply of goods and services and prohibit the exclusion, restriction and modification of such terms ("Prescribed Terms"). Nothing in the Terms and Conditions operates so as to exclude, restrict or modify the application of the Prescribed Terms, the exercise of a right conferred by any of the Prescribed Terms or the liability of BlueScope Steel for breach of a Prescribed Term (except to the extent that liability may be restricted in accordance with paragraph (g) below). Except as provided by the Prescribed Terms and the Terms and Conditions, and to the fullest extent permitted by law, BlueScope Steel excludes and disclaims all guarantees, terms, conditions and warranties express or implied in any way relating to access to, or non-access to, the Site or the use of or reliance upon the Site or the Materials.

(c) In addition, BlueScope Steel Limited does not warrant:

- (i) that the Site will operate uninterrupted or error free;
- (ii) that the Site and its servers are free of computer viruses and other harmful data, code, components or other material;
- or
- (iii) that BlueScope Steel Limited will be able to prevent any illegal, harmful or inappropriate use, modification or alteration of the Site, or will give notice of such use, modification or alteration.

(d) You warrant to BlueScope Steel that you have not relied on any warranties, conditions or representations which have been lawfully excluded in accordance with this clause 7.

(e) If your use of the Site or the Material results in the need for servicing or replacing equipment or data, BlueScope Steel Limited is not responsible for those costs.

(f) Warranties and exclusions applying to products or services purchased from BlueScope Steel Limited through this Site are set out in their respective On-line Terms and Conditions of Sale.

(g) To the fullest extent permitted by law, the liability, if any, of BlueScope Steel arising from a breach of the Terms and Conditions or the Prescribed Terms is limited to, at the option of BlueScope Steel Limited

- (i) in the case of goods, the repair or replacement of the goods; and
- (ii) in the case of services, the supply of the services again or the payment of the costs of having the services supplied again.

(h) Other than liability which cannot be lawfully excluded, BlueScope Steel and its respective suppliers, officers, affiliates, directors, shareholders, agents and employees and any third parties mentioned on the Site will not be liable to you or any third party (and whether for breach of contract, tort, for breach of statute or on any other basis) for any loss or damage whatsoever (including any direct, indirect, incidental, special, punitive or consequential loss, loss of anticipated or actual profits, earnings or revenue, loss of business opportunities, loss of data, goodwill or contracts, failure to realise

anticipated savings, damages, expenses or costs) resulting from or in connection with, directly or indirectly,:

(i) your use of or access to, or your inability to use or access, the Site and the Material, including but not limited to damages resulting from or arising from your reliance on the Site or mistakes, omissions, interruptions, errors, defects, delays in operation, non-deliverables, mis-deliveries or transmissions in or relating to the Site, or any other failure of performance of the Site;

(ii) the termination of the agreement created by the Terms and Conditions under clause 11;

(iii) the failure, or alleged failure, of any product purchased or transferred pursuant to the Site to conform to any specifications or terms, whether published on the Site or not;

(iv) the breach, or alleged breach, of any warranty, express or implied, relating to any such product purchased or transferred pursuant to the Site or shipment of such product; or

(v) government restriction, strikes, war, any natural disaster or event of force majeure or any other condition beyond the control of BlueScope Steel Limited.

(i) You agree to indemnify, hold harmless and defend BlueScope Steel Limited and its respective suppliers, officers, affiliates, directors, shareholders, agents and employees against all third party claims, liabilities and damages incurred or allegedly incurred by BlueScope Steel Limited arising directly or indirectly as a result of or in connection with your use of the Site.

8. Taxes

(a) Certain taxes and government charges may be payable in relation to the use of BlueScope Steel Limited's services. BlueScope Steel Limited has no responsibility for such taxes and other government charges on transactions on or in any way connected with the Site.

(b) The On-line Terms and Conditions of Sale of BlueScope Steel Limited will apply in determining whether any charges by BlueScope Steel Limited for goods or services supplied through the Site are inclusive of any goods and services tax imposed under Australian law ("GST").

9. Internet Service Providers

If you are an internet service and/or access provider, and you supply the Material to your subscribers, you must not use the Site in any manner or for any purpose which is unlawful, or in any manner which violates any right of BlueScope Steel Limited or which is prohibited by the Terms and Conditions.

10. Hyperlinks and Third Party Material on this Site

(a) The Site contains:

- (i) hyperlinks and other pointers to internet websites controlled and operated by third parties ("Linked Sites"); and
- (ii) material provided by third parties, including breaking

news, stocks, horoscopes and weather reports ("Third Party Material").

(b) BlueScope Steel Limited is not responsible for the contents of, or any hyperlink contained in, a Linked Site or the Third Party Material, and are under no obligation to monitor or filter such material.

(c) You should not rely on the Third Party Material or the information at a Linked Site without making your own independent assessment of the information, and verifying its accuracy. Other than liability which cannot be excluded by law, BlueScope Steel Limited is not liable for loss of any kind (whether direct or consequential) arising from the information at this Site (including Third Party Material), or a Linked Site, being inaccurate, incomplete or misleading, and are not responsible for any interpretation, opinion or conclusion you form from the information.

(d) You acknowledge that the inclusion of Third Party Material and any links from the Site does not imply any endorsement or recommendation of the Third Party Material or the Linked Site by BlueScope Steel Limited. If you link to, or purchase any products or services from, any such Linked Site, you do so entirely at your own risk and none of BlueScope Steel Limited is a party to any such transaction.

(e) BlueScope Steel Limited exercise no control over the quality, safety or legality of the items advertised or sold and statements made through any Linked Sites. The material on any Linked Site, including product information and prices, are the responsibility of the operator of the Linked Site. Any information contained on a Linked Site is subject to change without notice by the operator of that website.

(f) Your use of a Linked Site is subject to the terms and conditions of that site in addition to these Terms and Conditions. To the extent that there is any inconsistency between them, these Terms and Conditions prevail.

(g) If you have a dispute with one or more Linked Sites or Site users, to the fullest extent permitted by law, you release BlueScope Steel Limited, and its respective affiliates, subcontractors, agents and employees from liability for any claims, demands and damages, of every nature (including without limitation, actual, special, incidental and consequential), known and unknown, disclosed and undisclosed, arising out of or in any way connected with such disputes.

11. Termination

(a) The Terms and Conditions are effective until terminated by BlueScope Steel. BlueScope Steel may terminate this agreement and your access to the Site at any time without notice. If this happens, you are no longer authorised to access the Site.

(b) All restrictions imposed on you, disclaimers and limitations of liability set out in the Terms and Conditions will survive termination.

12. Governing Law

The Terms and Conditions are governed by and construed in accordance with the laws of Victoria, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria.

13. Use of Site from outside Australia

The information on this Site and these Terms and Conditions have been prepared in accordance with Australian law, but may not satisfy the laws of other countries. If you reside in, or access this Site from, a country other than Australia ("User Country"), you acknowledge that:

(a) if the information and these Terms and Conditions satisfy the laws of the User Country, then you are entitled to use and access the Site;

(b) if the information and these Terms and Conditions do not satisfy the laws of the User Country, then this Site is not intended for your use and you are not entitled to rely on the information contained on this Site or to order any products offered for sale on this Site. If you do so, you agree to indemnify BlueScope Steel Limited for any loss or damage which any one or more of them may incur as a result.