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AGREEMENT TO TERMS AND CONDITIONS

To the maximum extent permitted by law, these terms and conditions (*Terms and Conditions*) govern the use of this website, including any of our online portals that you access via this website. We may amend these Terms and Conditions from time to time and if any part of them is illegal or unenforceable at law, it may be severed and the remaining Terms and Conditions will continue in full force and effect.

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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 the website, including on any online portal. We may use it for purposes which include advertising or marketing our own goods and services. By providing content to us, you grant us a licence to use that content without payment or reference to you.

You agree that you will not use this website to post or display content that:

- (a) you do not have the right to post or display;
- (b) violates the intellectual property, confidentiality, privacy or other rights of any person or entity;
- (c) is offensive, abusive, defamatory, discriminatory or false or misleading;
- (d) comprises advertising or promotional materials of any kind; or
- (e) contains software viruses or anything harmful to this website or to the computers, mobile devices or associated equipment of other users of this website.

We reserve the right to edit or remove any of your content at any time, without providing any reasons.

CONTENT OF THIRD PARTIES

We display and provide links to third parties' content from this website, including news articles, press releases, Twitter Tweets and other materials. The views and opinions are those of the author and do not necessarily represent our views or those of our personnel. Unless we expressly state otherwise, we are in no way endorsing, sponsoring or suggesting an affiliation with third parties whose content we display or provide from this website.

LINKS TO OUR WEBSITE

Our website must not be framed on any third party website, nor may you create a link to any part of our website without our express written consent to do so. We may withdraw our consent to link to our home page at any time in our absolute discretion.

YOUR PERSONAL INFORMATION AND PRIVACY

Our Privacy Policy available [here](#) sets out the ways in which we may collect, store, use and manage your personal information. It also explains the physical, electronic and security measures we will take to protect your personal information.

Any personal information collected from candidates and prospective employees is collected in accordance with our Privacy Policy. Any applicant for employment who provides personal information (including sensitive information) consents to the use of that information by us in accordance with our Privacy Policy.

By supplying us with personal information through this website, you accept the inherent security risk of dealing online over the internet and agree not to hold us responsible for any breach of security, unless we have breached a law, been grossly negligent or in wilful default of our duties to you.

We reserve the right to disclose information about users of this website to third parties, provided that:

- (a) the information is not personal information and does not identify any individuals; or
- (b) where the information is personal information, it is used to identify you to a third party who claims that content you have posted or uploaded to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

SUPPLIERS AND INVITATIONS FOR TENDER

An invitation to respond to a prequalification questionnaire, request for tender or to register interest for either of them, is not an assurance that you will be appointed as one of our suppliers.

Information you submit to us in connection with a questionnaire, request for tender or registration of interest will be used to assess your suitability as one of our suppliers. This may require us to use that information to obtain appropriate reference checks, or to comply with our contractual obligations to third parties such as the Commonwealth of Australia, etc. You consent to our disclosure of information to third parties for those purposes and in compliance with our Privacy Policy.

In formulating any response to tender, please note that anti-competitive conduct in breach of the *Competition and Consumer Act 2010* (Cth) and other applicable laws will not be tolerated.

NAVAL GROUP INDUSTRY AND INNOVATION PORTAL

You may post your own content and ideas on our Industry and Innovation Portal (**Portal**) and view content that has been posted on the Portal by other persons. To the maximum extent permitted by law, we disclaim any and all liability arising from your use of the Portal and we do not accept any responsibility for, or liability for your use of, material that is published on the Portal.

Any content and ideas that you post on our Portal will not be treated as confidential. Please do not submit confidential or proprietary information on our Portal.

Unless expressly stated otherwise, we do not endorse any of the comments made on the Portal. All opinions expressed are those of the relevant individual.

Any personal information disclosed on the Portal will be collected, stored, used and disclosed in accordance with our Privacy Policy.

Users must not provide information or material on the Portal which:

- (a) is false, misleading, defamatory or in breach of third party intellectual property rights;
- (b) constitutes spruiking or other advertising for commercial purposes, unless written consent has been obtained from us to post such material; or
- (c) is illegal or relates to illegal activities.

We may, but are not obliged to, monitor or review any areas on the Portal where you and other users post communications or communicate solely with each other. To the maximum extent permitted by law, we do not accept responsibility for the content of any such communications, whether or not arising under the laws of copyright, libel or privacy.

We reserve our right to ban, restrict or suspend access to the Portal for persons who engage in any of those activities or in conduct that is offensive, threatening or abusive towards other users.

COMPLAINTS HANDLING

We take all complaints about privacy matters very seriously and our complaints handling procedure is set out in our Privacy Policy available [here](#).

SOCIAL MEDIA

We maintain a presence on *YouTube*, *LinkedIn*, *Twitter* 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:

- (a) is abusive, defamatory, offensive or threatening towards us, our employees or any other person or organisation; or
- (b) relates to any illegal activity.

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.

Our 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 our website, Twitter is granted a non-exclusive, royalty free licence to access, index and cache the 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 our 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, including for interest based advertising. By proceeding to use our 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>

LIMITATION OF LIABILITY

We provide this website on an “as is” basis. We may suspend access to our website or close it indefinitely without notice and you accept the inherent security and reliability risks of dealings on the internet.

We will take all reasonable steps to ensure that this website is accurate, but make no representation as to the appropriateness of it for your personal circumstances. The existence of inaccurate, or incomplete information on this website will not, of itself, amount to a breach of these Terms and Conditions.

To the maximum extent permitted by law, we are not liable for a breach of our obligations under these Terms and Conditions which has resulted from causes beyond our reasonable control. Those causes include extreme weather conditions, industrial strikes and failure of equipment or machinery, including failure of the internet.

To the maximum extent permitted by law, all conditions, warranties and implied terms are excluded from these Terms and Conditions. To the extent that we breach these Terms and Conditions or any warranty or term implied in these Terms and Conditions in connection with our goods or services, our liability is limited to, at our discretion:

- (a) replacement of the goods or services supplied or supply of equivalent goods or services;
- (b) payment of the cost of replacing the goods or acquiring equivalent goods;
- (c) supply of the services again; or
- (d) payment of the cost of having the services supplied again.

To the maximum extent permitted by law, you also waive any and all claims that you may have against us or our related companies and associates arising from your use of this website.

GOVERNING LAW

The laws of South Australia, Australia, govern these Terms and Conditions and the courts of South Australia have non-exclusive jurisdiction to hear any matters arising out of or in connection with these Terms and Conditions.