# User Agreement and Privacy Notice

## User Agreement and Disclaimers

Please read the following terms and conditions carefully before using this Web site or any of our other Web sites. By accessing or using our sites, you agree to the following terms and conditions. You should review these terms and conditions regularly as they may change at any time at our sole discretion. If you do not agree to any term or condition, you should not access or otherwise use our sites.

The following terms and conditions apply to all of our Web sites, including any Web sites owned, operated or sponsored by any of our subsidiaries or affiliates. "Content" refers to any materials, documents, images, graphics, logos, design, audio, video and any other information provided from or on our Web sites.

## 1. We Provide Our Web Site For Your Convenience Only

Our Web site is provided to you without charge as a convenience and for your information only. By merely providing access to our Web site content, we do not warrant or represent that:

- the content is accurate or complete;
- the content is up-to-date or current;
- we have a duty to update any content;
- the content is free from technical inaccuracies or typographical errors;
- the content is free from changes caused by third party; and
- your access to our Web site will be free from interruptions, errors, computer viruses or other harmful components.

We do not assume any liability for these matters. In other words, you use our Web site at your own risk. Under no circumstances, including, but not limited to, negligence, shall we be liable for any direct or indirect, special, incidental or consequential damages. This includes loss of data or profit arising out of the use or the inability to use the content of this Web site, even if one of our representatives has been advised of the possibility of your damages. If your use of our Web site results in your need to service, repair or correct equipment or data, you assume the costs to the extent the law allows. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

#### 2. We Provide Our Web Site "As Is" and Disclaim All Warranties

Our Web site content is provided "as is" and without warranties of any kind, either express or implied. We disclaim all warranties, express or implied, including, but not limited to, implied warranties and merchantability and fitness for a particular purpose.

## 3. We Do Not Have Responsibility for Links to Third Party Content

We may provide hyperlinks or pointers to other Web sites maintained by third parties or may provide third party content on our Web site by framing or other methods. The links to third party Web sites are provided for your convenience and information only. The content in any linked Web sites is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to our Web site, you do this entirely at your own risk. It is up to you to take precautions to ensure that the third party you link to for your use is free of computer viruses, worms, trojan horses and other items of a destructive nature.

## 4. If We Provide a Link, We Do Not Necessarily Endorse A Third Party

We reserve the right to terminate a link to a third party Web site at any time. The fact that we provide a link to a third party Web site does not mean that we endorse, authorize or sponsor that Web site. It also does not mean that we are affiliated with the third party Web site's owners or sponsors.

## 5. If a Third Party Links to Our Web Site, It is Not An Endorsement

If a third party links to our Web site, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our Web site.

A Web site that links to our Web site:

- May link to, but not replicate, our content;
- Should not create a browser, border environment or frame our content:
- Should not imply that we are endorsing it or its products;
- Should not misrepresent its relationship with us;
- Should not present false information about our products or services; and
- Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

#### 6. If You Transmit or Provide Data to Us, It is Non-Confidential

We do not want to receive confidential or proprietary information from you through our Web site. If you transmit to or post on our Web site any material, data, information or idea by any means, it will be treated as non-confidential and non-proprietary and may be disseminated or used by us for any purpose. Personal data provided to us will be handled in accordance with our policies regarding privacy.

You are not authorized to post on or transmit to or from our Web site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

#### 7. Your Use of Our Web Site is Restricted

Our Web site and its content are owned and operated by us. Our Web site's content is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, our Web site content is protected by trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

No content from www.capefoxcorporation.com or any other Web site owned, operated, licensed or controlled by us may be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way. You also may not, without our permission, "mirror" any material contained on our Web site on any other server. The sole exceptions to these restrictions are:

- you obtain written permission from us to waive these restrictions; or
- you may download one copy of the content on a single computer for informational, non-commercial and personal use only, provided you keep intact all copyright and other proprietary notices and do not modify, and will not copy or post, the content on any network computer or broadcast in any media.

Violation of these restrictions will be a violation of one or more laws and is expressly prohibited by law. If you violate these restrictions, you may be subject to civil and criminal penalties. If we grant you permission to waive these restrictions, the permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded materials and printed materials.

#### 8. By Providing Content, We Do Not Allow You to Use Our Trademarks

The trademarks, service marks and logos of Cape Fox Corporation used and displayed on our Web sites are our registered and unregistered trademarks. Nothing on this Web site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks without our written permission. Requests to use trademarks owned by other companies which may be mentioned on this Web site should be directed to such other companies. We aggressively enforce our intellectual property rights. The name of Cape Fox Corporation or our logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our Web site, without prior written permission. You are not authorized to use our logo as a hyperlink to our Web site unless you obtain our written permission in advance.

#### 9. We Are Not Providing Investment Advice Nor Soliciting Offers

Nothing in this site constitutes investment advice, nor solicitation of offers.

## 10. You Must Obey Local Laws in Accessing Our Web Site

This site is controlled by us from our offices within the United States of America. We make no representation that content or materials in the site are appropriate or available for use in other

jurisdictions. If you choose to access this site from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any law violations. You may not use or export the materials in this site in violation of U.S. export laws and regulations. Any claims relating to our Web site and its content and materials shall be governed by the laws of the Commonwealth of Virginia without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding between us for any purpose concerning this Agreement or the parties' obligations shall be brought exclusively in a federal or state court in Virginia.

## 11. You are Bound by Changes in this Agreement's Terms and Conditions

We may at any time revise these terms and conditions by updating this posting. By using our Web site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Cape Fox Corporation Web Site User Agreement and Disclaimers to which you are bound. Certain provisions of these terms and conditions may be superseded by other legal notices or terms located on parts of our Web site. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any other written agreement between Cape Fox Corporation and its customers or vendors, the express terms and conditions of the latter agreement shall prevail.

## 12. You Agree to Indemnify Us for Using Our Web Site

You agree to indemnify, defend and hold harmless Cape Fox Corporation, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to us from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

#### 13. Third Parties May Have Rights Under This Agreement

Some of the provisions of this Agreement are for the benefit of Cape Fox Corporation and its officers, directors, employees, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

## 14. How This Agreement May Be Terminated

This Agreement may be terminated by either party without notice at any time for any reason; provided that you may no longer use our Web site after you have terminated this Agreement. Provisions 2, 6, 7, 8, 10, 12, and 13 of this Agreement shall survive any termination of this Agreement.

#### 15. Miscellaneous

Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the

parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you.

## Website Privacy Notice

Cape Fox Corporation and its affiliates (collectively referred to as "Cape Fox Corporation", "we", "us") takes its data protection and privacy responsibilities seriously. This privacy notice explains how we may collect, use and share your personal information as a result of your use of our web sites, including:

- What personal information we collect and when and why we use it.
- Sharing your personal information
- Transferring personal information globally
- How we protect and store personal information
- How you can contact us
- Changes to this Privacy Notice

Some of Cape Fox Corporation websites, such as websites that provide employees and retirees access to personnel and benefits information from the Internet, may provide more detailed privacy or disclaimer notices or policies, in which case they take priority over this notice. To make this Privacy Policy easy to find, we make it available in the footer of every web page where it applies. Employees and others with access to the Cape Fox Corporation internal Intranet should note that this privacy notice will apply if linked directly from there.

#### 1. Links to other websites

You might find external links to third-party websites on our website. This privacy notice only applies to personal data collected on this website and does not apply to your use of a third-party site. We have no influence or control over linked third-party websites and your use of other sites is at your own risk and is subject to their privacy statements and policies.

#### 2. What Personal Information We Collect and When and Why We Use It

In this section you can find out more about:

- When we collect personal information
- Categories of personal information we collect
- How we use personal information

#### When we collect information:

We collect information about you if you register with or use one of our website(s). We will collect your personal information via the following methods:

- By recording details you provide to us e.g. in responding to a job posting, your communications with us through emails or calls, and/or
- By observing your use of our products and services and our website.

Our website uses a tracking technology known as "cookies." These cookies may collect demographic and interest information, which may result in seeing certain interest based information on other websites.

## Categories of Personal Information we collect and use if you use our websites

**Contact information -** Names, addresses (including address history), email address, telephone numbers

**Employment information -** Employment status, employment history, education history CV, information about security clearance, where necessary, your current salary, and other personal information submitted by job applicants

**IP** Address and Technical Details - IP address of the computer/personal device that you use to access our website(s), approximate location information from where you access our website(s) and information about your device and browser

## How we use personal information

We may use or disclose the personal information we collect to:

- fulfill or meet the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, we will use that personal information to respond to your inquiry;
- communicate with you about, and administer your participation in, special events, programs, offers, surveys and market research;
- respond to your inquiries;
- process employment applications, including by assessing qualifications, verifying information, and conducting reference or other employment-related checks;
- evaluate potential suppliers and subcontractors and manage our relationships with them;
- perform data analyses (including anonymization and aggregation of personal information):
- protect against, identify and prevent cybersecurity and other security events, espionage, fraud and other unlawful activity, claims and other liabilities;
- help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business; and
- comply with and enforce applicable legal requirements, relevant industry standards and our policies.

We also may use the information in other ways for which we provide specific notice at the time of collection.

## **Sharing Your Personal Information**

We share your information in the manner and for the purposes described below:

- 1. within Cape Fox Corporation, where such disclosure is necessary to provide you with our services, to manage our business, or for security purposes;
- 2. with third parties who help manage our business and deliver services. These third parties have agreed to confidentiality restrictions and use any personal information we share with them or which they collect on our behalf solely for the purpose of providing the contracted service to us. These include IT service providers who help manage our IT and back office systems;
- 3. we may share in aggregate, statistical form, non-personal data regarding the visitors to our website, traffic patterns, and website usage with our partners, affiliates or advertisers;
- 4. If, in the future, we sell or transfer some or all of our business or assets to a third party, we may disclose information to a potential or actual third-party purchaser of our business or assets; and/or
- 5. with our regulators, to comply with all applicable laws, regulations and rules, and requests of law enforcement, regulatory and other governmental agencies.

#### **How We Protect and Store Your Information**

### Security

We have implemented and maintain appropriate technical and organizational security measures, policies and procedures designed to reduce the risk of accidental destruction or loss, or the unauthorized disclosure or access to such information appropriate to the nature of the information concerned. As the security of information depends in part on the security of the computer you use to communicate with us and the security you use to protect User IDs and passwords please take appropriate measures to protect this information.

#### Storing your personal information

We will store your personal information for as long as is reasonably necessary for the purposes for which it was collected. In some circumstances we may store your personal information for longer periods of time, for instance where we are required to do so in accordance with legal, regulatory, tax, accounting requirements.

In specific circumstances we may store your personal information for longer periods of time so that we have an accurate record of your dealings with us in the event of any complaints or challenges, or if we reasonably believe there is a prospect of litigation relating to your personal information or dealings.

#### Contact Us

If you have any questions, concerns or complaints regarding our compliance with this notice and the data protection laws, or if you wish to exercise your rights, we encourage you to first contact us at:

Cape Fox Shared Services Attn: Legal 7050 Infantry Ridge Road Manassas, VA 20109

We will investigate and attempt to resolve complaints and disputes and will make every reasonable effort to honor your wish to exercise your rights as quickly as possible and, in any event, within the timeframes provided by data protection laws.

## **Changes to this Privacy Notice**

Cape Fox Corporation reserves the right to modify this Privacy Notice at any time. If we make changes to this Privacy Notice, we will post the revised notice here and update the effective date. *Effective: February 28, 2020*