

## Emblem - Terms

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### Intellectual Property

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All names, logos and trademarks are the property of FBA. Nothing contained on the Site should be construed as granting any license or right of use of any trademark displayed on the Site without the prior express written permission of FBA. To register as a licensee of the certified A Family Owned Australian Business trademark, please [click here](#).

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You must not: (1) copy, modify, republish, transmit or distribute the Content in any form unless you receive prior written authorisation from FBA; or (2) use the Site in any manner or for any purpose which is unlawful or in any manner which violates any right of FBA or which is prohibited by the Terms and Conditions.

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FBA makes no representations or warranties regarding the accuracy, reliability or completeness of the content of this site. The Competition and Consumer Act 2010 (Cth) and certain corresponding state legislation and similar New Zealand legislation imply terms, 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").

Except as provided by prescribed terms, all terms, conditions and warranties express or implied by custom, law or statute in any way relating to access to, or non-access to, this site or your use of, or reliance upon, this site or the contents hereof are hereby excluded. FBA does not warrant expressly or impliedly that your access to the site (or any site linked in any way to this site) will be uninterrupted or error free. FBA does not warrant expressly or impliedly that any defects will be corrected or that the site (or any site linked in any way to this site) or the server which stores and transmits content to you are free of viruses or any other harmful components.

### Limitation of Liability

Except as provided by the Prescribed Terms, FBA shall not be liable for any indirect, incidental, special and/or consequential damages including but not limited to loss of profits arising out of your access to, or inability to access, this Site or your use of, or reliance upon, this Site or the Content hereof. In addition, FBA has no duty to update this Site or the Content hereof and FBA shall not be liable for any failure to update such information.

### Links

FBA disclaims all warranties with regard to the content of or otherwise relating to other web sites or resources linked in any way to this Site. Any links to a third party site are provided for convenience only. FBA is not responsible for and makes no representations concerning the condition and content of, or products offered at the third party site. A link does not indicate, expressly or impliedly, that FBA endorses the site or the products or services offered there. Your access to any linked site and use of any products and services offered there is at your own risk.

### Facebook Commenting Policy

All conversations and posts should be constructive, respectful, and contain language that is appropriate for all groups and ages. We therefore reserve the right to disallow comments that:

- are obscene, indecent, profane, or vulgar
- contain threats or personal attacks of any kind
- contain offensive terms directed to ethnic or racial groups
- are defamatory, libellous or contain ad hominem attacks
- promote or endorse a product or service that is not licensed to use the Family Owned Australian Business Emblem
- are excessively repetitive or constitute SPAM.

Comments that do not adhere to the above guidelines will be removed. In cases of repeat offenses, we will take action to block offenders from the page.

Please note our moderators do their best to ensure this policy is adhered to fairly and consistently. If you would like to report abuse, spam, fake profiles, etc. please refer to Facebook's guidance on this. Also know that you can always report any individual comment as "abuse" or "spam" by scrolling over the comment and clicking on the "x" in the upper right corner.

### Governing Law

Any disputes relating to the Content or otherwise relating to this Site shall be governed by the laws of the state of Victoria, Australia.

### Privacy

Any personal data you transmit to the Site by electronic mail or otherwise, will be used by FBA in accordance with the [Privacy Policy](#) displayed on this Site.

### Refund Policy

Australian Made Campaign Ltd is not required under its rules to refund licence fee payments. However, where a genuine mistake has been made (e.g.: overpayment ), or in certain other circumstances as judged appropriate by FBA, a refund of the relevant amount will be provided.

### Future Changes

FBA may at any time in its absolute discretion revise any or all of the Terms and Conditions. By continuing to use this Site after any revisions are made you are bound by such revisions.

### Other

FBA, in its sole discretion, reserves the right to monitor and remove postings and discontinue site availability at any time without notice. If any term, condition, or provision of these Terms & Conditions is determined to be unlawful, invalid, void, or for any reason unenforceable, the validity and enforceability of the remaining terms, conditions and provisions shall not in any way be affected or impaired thereby. These Terms & Conditions constitute the entire agreement between you and FBA relating to the subject matter herein.

By using this site, you are acknowledging your consent to the foregoing terms and conditions. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THIS SITE.

## Emblem - Privacy

Family Business Australia Limited (FBA) is committed to ensuring the privacy and security of all information collected from our licensees and other parties. In accordance with the Privacy Act 1988, this Privacy Policy outlines the information collection practices utilised by FBA, how that information is used and the choices you can make about the way the information you provide to us is collected and used.

### The information we collect

When you lodge an application or register with FBA, we need to collect information about you in order to enable us to service your enquiry, manage your licence to use the logo or to complete any business transaction. When you ring us, we may also monitor or record telephone calls for staff training and quality maintenance purposes, or to verify discussions which take place. This information includes, but is not limited to, details such as your name, your contact details, your requirements and relevant company, business and financial information. We may not be able to provide products or services if you do not supply the information requested.

### We Are Family Owned Website

Like most websites, there is certain information we automatically track when you use the We Are Family Owned website, including the URL that you came from, the browser you are using and your IP address. This data is utilised to improve the services of FBA and does not include any personally identifying information. We will not retain any such information unless you submit that information for licence registration or other transactional purposes.

This policy does not apply to other websites which you access by using a link from our website. The content and privacy policies of other websites are the responsibilities of their owners.

### How we use the information

The information that you provide is used to assess your requirements and to enable FBA to properly run the organisation and to enable the relevant service or information to be provided to you. It may also be used for other purposes which you would reasonably expect, for example, for research, staff training, policy development, planning or for supply to third party service providers such as mailing houses that we use to send you surface post material.

We do not sell, rent or trade your personal information to third parties for other marketing purposes. If at any point in time you would like your personal data to be deleted from our system, please contact us and we will arrange to have it deleted from our database.

Unless otherwise prohibited by law or our contractual obligations, we may disclose personal information if required to do so by law, court order, or as requested by a governmental or law enforcement authority, or in the good faith belief that disclosure is otherwise necessary or advisable. Such situations may include: to perform, maintain or enforce contracts with our users or suppliers; to protect the rights or properties of FBA, our business affiliates, our users, or others; or when

we have reason to believe that disclosing the information is necessary to identify, contact, or bring legal action against someone who may be causing, or who may be threatening to cause, interference with or damage to our rights or properties, whether intentionally or otherwise; or when anyone else could be harmed by such activities.

### Opting out of promotional information

FBA works hard to provide our members and licensees with the best possible service at all times. From time to time, we will send you newsletters, updates and other useful information. We hope that you will find these items informative and useful. However, should you choose to not receive them in the future, you will have the ability to unsubscribe from the mail database by following the Unsubscribe instructions at the bottom of each email.

### Our commitment to data security

All user details captured by FBA are stored securely at all times and will never be provided to any unauthorised third parties. FBA does not store credit card details.

When purchasing from Family Business Australia Ltd your financial details are passed through a secure server. If you have any questions regarding our security policy, please contact our customer support centre [info@fambiz.org.au](mailto:info@fambiz.org.au).

### Access to your information

If you wish to know what information we have gathered about you, you can request this information by contacting us. We will endeavour to respond to your request within seven days. We may ask you to pay reasonable out of pocket expenses, such as photocopy costs, associated with satisfying your request.

### How to contact us

This policy may be revised from time to time, as we alter the way we use your information, or new features are added to the site or the legislation changes. Please check the policy periodically for updates and additions. If you have any concerns or queries about FBA's Privacy Policy or would like more information, please contact us on telephone 1800 249 357 or email [info@fambiz.org.au](mailto:info@fambiz.org.au).