

Terms of Use

1. General

- 1.1 This website is owned and operated by Moda Familia Pty Ltd (ABN 70 165 036 322) ("**Moda Familia**", "**we**" or "**us**").
 - 1.2 "You" or "your" means a user of the website including, in the case of any minor, the minor's parent or guardian.
 - 1.3 Your access to this website is subject to these terms and any additional terms, notices and disclaimers which appear on this website (**Terms of Use**) and your continued use of the website indicates your acceptance of these Terms of Use.
 - 1.4 Moda Familia may alter these Terms of Use from time to time without notice. Your continued use of the website following those changes indicates your acceptance of those changes.
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2. Permitted Use

- 2.1 You are only permitted to access and use the website for your personal and non-commercial use.
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3. Copyright

- 3.1 All rights (including intellectual property rights such as copyright) in this website, its content and design are owned or licensed by Moda Familia.
 - 3.2 Except where permitted by law or by this website, you may not:
 - (a) use the website or its contents, except for your personal and non-commercial use;
 - (b) adapt, reproduce, store, distribute, transmit, communicate, print, display, perform, publish or create derivative works from any part of this website, its content or design; or
 - (c) commercialise any information, products or services obtained from any part of this website without the prior written consent of Moda Familia.
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4. Trade Marks

- 4.1 All trade marks, trade names, service marks and other product and service names and logos on this website are owned by or licensed to Moda Familia and are protected by applicable trade mark and copyright laws.
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5. Usernames and passwords

- 5.1 We may require you to register a username and password to permit you to access certain sections of the website.
- 5.2 You are responsible for maintaining the confidentiality and security of your username and password and all use or activity that occurs on your account, including unauthorised use or activity.

- 5.3 You must promptly notify Moda Familia if there is any unauthorised usage of your username or password.
- 5.4 Moda Familia will not be responsible for any losses arising out of the unauthorised use of your username or password.
- 5.5 Except as otherwise expressly permitted by us, any access or attempt to access our computer system or other information contained on the system other than through the proper login provided to you is prohibited.

6. Discussion forum

- 6.1 Moda Familia does not endorse, nor is it responsible for, any opinion or recommendation posted on this website. We strongly recommend that you exercise discretion and scepticism and that you obtain professional advice before relying on any posting. If you do rely on any information in a posting, you do so solely at your own risk.

7. Content that you submit to us

- 7.1 If you post content on this website, you grant us an irrevocable, perpetual, non-exclusive, fully-paid, sub-licensable worldwide licence to use that content for any purpose, including marketing and promotion of our products and services from time to time. This includes a right to remove, modify, edit, crop, highlight and/or republish your content.
- 7.2 You must not defame, libel, ridicule, mock, disparage, threaten, harass, intimidate, abuse, bully, trick, defraud or mislead other users. You warrant that any content submitted by you does not infringe the intellectual property rights of any third party or constitute a misuse of any person's confidential information.
- 7.3 Inappropriate content (as determined by us) is unwelcome and may be removed without notice. Moda Familia will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting inappropriate content.

8. Linked Websites

- 8.1 This website may contain links to third party websites which are hyperlinked to or from this website. These websites are not under the control of Moda Familia and we are not responsible for the condition, the content or currency of linked websites.
- 8.2 The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by Moda Familia of the websites or the products or services provided in them. Nor does Moda Familia endorse, approve or recommend the owners or operators of the linked websites.
- 8.3 You must not create or maintain any link from another website to this website without the prior written consent of Moda Familia.

9. Collection of information

- 9.1 Moda Familia may make a record of your visit and log your visit for statistical and business purposes. Such information may include your server address, domain name, IP address, the date and time of your visit, pages accessed, documents downloaded, previous website visited and the type of browser used.

- 9.2 We generally use this information to report statistics, analyse trends and improve the quality of our services.
- 9.3 If Moda Familia requires you to complete an electronic form on this website and in doing so it requires you to enter personal information, Moda Familia will collect that information to allow it to respond to your request. Moda Familia will only use this information in accordance with its privacy policy which is set out below.

10. Security

- 10.1 Moda Familia uses a Secure Server Layer (**SSL**) in the aim of making all information received from you secure against misuse, loss and unauthorised access, modification and disclosure.
- 10.2 Moda Familia makes no warranty in respect of the security measures and is not responsible for any misuse, loss and unauthorised access, modification and disclosure of information provided by you to Moda Familia.
- 10.3 Your access to and use of this website is at your own risk. The internet is not secure and we cannot guarantee that the website will be available or fault or virus free.
- 10.4 To the extent permitted by law, Moda Familia disclaims all warranties that the website, its content or Moda Familia's products
- (a) will be error free;
 - (b) will operate without interruption; or
 - (c) are free of viruses, worms, Trojan horses, bugs or similar components.
- 10.5 Moda Familia is not liable to you or third parties if interference with or damage to your computer system occurs in connection with use of this website or any linked websites

11. Cookies

- 11.1 This website uses "cookie" technology to assist in identifying registered users and delivering content specific to your interest. A cookie is a small data file that is stored in the computer's hard drive the first time a computer visits a particular website. A cookie will allow a web site to recognise the computer used to access the web site. Information gathered through cookies may include the date and time of visits, the pages viewed, time spent at this website, and the websites visited just before and just after this website.
- 11.2 If you do not wish information to be gathered on a cookie you should disable the acceptance of cookies by your web browser. Your Internet Service Provider may be able to assist you with this.
- 11.3 This website may collect personally identifiable information through the use of such cookies. Often a cookie may identify a user's IP address, collects email addresses, mailing addresses and names. However, this information is collected on an aggregate basis and is only used to better understand your use of the website and improve the website.
- 11.4 As with all of your personal information, Moda Familia will not provide this to third parties without your consent, except where:
- (a) such disclosure is permitted under the *Privacy Act 1988 (Cth)*;
 - (b) Moda Familia is required by law to disclose information to third parties; or

- (c) Moda Familia has outsourced some internal functions to third parties.
- 11.5 You can change your cookie preferences by changing your browser's preferences to disable cookies or delete cookies. However, disabling cookies may affect the ability to use this website.

12. Accuracy of Content

- 12.1 Where possible Moda Familia takes every care to ensure the accuracy of information contained on this website. However, the information is of a general nature only. You should make your own enquiries before making decisions regarding your specific situation or concerning your interests.

13. Liability

- 13.1 The *Competition and Consumer Act 2010 (Cth)* may confer rights, guarantees and remedies on you in relation to the provision by Moda Familia of goods and services, which cannot be excluded, restricted or modified. Moda Familia does not exclude those rights. All other terms and guarantees are excluded.
- 13.2 Subject to clause 13.1, this website is provided on an 'as is' basis and Moda Familia does not warrant, guarantee or make any representation regarding the use, or the results of the use of the website, including the correctness, accuracy, reliability, completeness or currency of the website or that security of the website will not be breached.
- 13.3 To the maximum extent permitted by law, Moda Familia disclaims all warranties and guarantees that the website and its content:
 - (a) will be error free;
 - (b) will operate without interruption; or
 - (c) are free of viruses, worms, bugs or similar components.
- 13.4 Moda Familia is not liable to you or third parties if interference with or damage to your computer system occurs in connection with use of this website or linked websites and Moda Familia excludes all liability whether to you or a third party for breach of contract, negligence or breach of any other law.
- 13.5 Moda Familia's liability for breach of any consumer guarantee, which cannot be excluded, is limited at the option of Moda Familia to:
 - (a) in the case of services supplied or offered by Moda Familia, which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, resupplying or paying the cost of resupplying the service; or
 - (b) in the case of goods supplied or offered by Moda Familia, which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, replacing, supplying equivalent, repairing or paying the cost of replacing, supplying equivalent, repairing goods.
- 13.6 Moda Familia will not be liable for any loss of profit or for any direct, special, indirect, consequential or economic loss or damage.

14. Governing Law

- 14.1 This website's server is hosted in the State of New South Wales, Australia. These Terms of Use are governed by the law applicable in NSW.

PRIVACY POLICY

1. General Policy

- 1.1 This policy sets out how Moda Familia Pty Ltd (ABN 70 165 036 322) ("**Moda Familia**") collects personal information. It also describes how Moda Familia maintains, uses and discloses personal information.
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2. Collection of personal information

- 2.1 Where Moda Familia collects personal information it is collected for Moda Familia's business purposes, which are detailed generally on Moda Familia's website, www.modafamilia.com or as set out in this privacy policy.
- 2.2 We may collect your personal information from a variety of sources, including:
- (a) from you including when you register with us on this website; or
 - (b) from advertisers, mailing lists and business partners.
- 2.3 We may also collect your personal information when you complete a survey or questionnaire, enter a competition or when you communicate with us by e-mail, telephone or in writing.
- 2.4 If, at any time, you provide personal or other information about someone other than yourself, you warrant that you have that person's consent to provide such information for the purpose specified.
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3. Use of personal information

- 3.1 Moda Familia may from time to time send marketing material that Moda Familia considers will be useful. It may also send material about Moda Familia.
- 3.2 If Moda Familia is notified that a person does not wish to receive such information, it will not send it to that person. This does not apply to information that we are legally required to send.
- 3.3 Moda Familia uses the personal information that it collects to fulfil its legal obligations and to keep users of its website informed of Moda Familia's business and the products and services that it provides.
- 3.4 You consent to Moda Familia sending you emails and other communications from time to time about its goods and services.
- 3.5 In addition to the primary purpose outlined above, we may use the personal information we collect, and you consent to us using your personal information:
- (a) to provide you with news and information about our products and services;
 - (b) to personalise and customise your experiences;
 - (c) to manage and enhance our products and services;
 - (d) to communicate with you, including by email, mail or telephone;
 - (e) to conduct competitions or promotions on behalf of Moda Familia and selected third parties;

- (f) to verify your identity;
- (g) as required or permitted by any law (including the *Privacy Act*).

4. Disclosure of personal information

- 4.1 Generally, Moda Familia must obtain consent before it discloses any personal information. Consent may be given expressly or it may be implied by conduct.
- 4.2 Depending on the product or service, personal information may be disclosed to:
 - (a) external service providers (on a confidential basis and such service providers will be limited in their use of the information to the purpose of Moda Familia's business only). In particular, Moda Familia's database of users is maintained on a server operated by a third party, under contractual obligations of confidence;
 - (b) specialist advisers to Moda Familia who have been engaged to provide Moda Familia with legal, administrative, financial, insurance, research, marketing or other services;
 - (c) third parties that sponsor or promote any competition that we conduct or promote via our services; and
 - (d) any other person authorised, implicitly or expressly, when the personal information is provided to or collected by Moda Familia.
- 4.3 Moda Familia may at other times publish its disclosure practices in relation to specific products or services that it provides in relation to its activities.

5. Security of personal information

- 5.1 Moda Familia takes all reasonable steps to protect personal information from loss, unauthorised access, modification, disclosure or other misuse.

6. Sensitive personal information

- 6.1 Moda Familia does not generally collect any sensitive information as that term is used in the privacy legislation (including information relating to racial or ethnic origin, membership of political bodies, religion, state of health or medical history). If Moda Familia holds any sensitive personal information that information will only be used and disclosed by Moda Familia for the purpose for which it was provided.
- 6.2 If Moda Familia asks for sensitive information Moda Familia will explain this.

7. Access to personal information

- 7.1 At any time a person may request access to personal information that Moda Familia holds about them. Moda Familia will process such requests within a reasonable time and may charge a fee to cover the costs of verifying the application and retrieving the information requested.
- 7.2 Please address all requests or questions about this privacy policy to the Privacy Officer at info@modafamilia.com.

8. Correction of personal information

- 8.1 Moda Familia should be promptly notified if there are any changes to an individual's personal information. A person may ask Moda Familia at any time to correct personal information held by it about them.

9. Changes to this policy

- 9.1 Moda Familia may amend this policy from time to time, and the policy will be published on Moda Familia's website.
- 9.2 Your continued use of the website following such amendment will mean that you accept and agree to the changes.