Family Business Association - Atlantic Privacy Policy

Family Business Association - Atlantic is currently doing business as Family Business Association - Atlantic (collectively "we," "us," "our," "FBA" and "Family Business Association - Atlantic").

At Family Business Association - Atlantic (collectively referred to as "Family Business Association - Atlantic" and sometimes "FBA"), protecting your personal information is a priority. We are committed to providing our users and members with an exceptional experience. Providing this experience includes the collection and use of some personal information about our members and our users.

Personal Information Collected

When you visit us at one of our events or offices, talk to us online, call us on the phone, email us or visit our website, we will often collect personal information from you. This is done to improve and maintain your experience with Family Business Association - Atlantic. We know your privacy is of the utmost importance and Family Business Association - Atlantic does not and will not disclose trade, rent, sell or otherwise transfer or distribute any personal information for any purpose other than those set out herein.

We will obtain the consent of our users and members where required and only handle their personal information in a manner that a reasonable person would consider appropriate in the circumstances. Our privacy commitment includes ensuring the accuracy, confidentiality and security of our users' and members' personal information and allowing our users and members to request access to, and correction of, their personal information. Individuals are given the opportunity to opt-out of receiving email communications from Family Business Association - Atlantic by using the unsubscribe mechanisms at the bottom of the emails and newsletters. All email communications are reviewed regularly in order to ensure compliance with Canada's anti-spam legislation (CASL).

Consent

We will obtain user and member consent to collect, use or disclose personal information (except where, as noted below, we are authorized to do so without consent).

Consent can be provided orally, in writing, electronically, through an authorized representative, or it can be implied where the purpose for collecting, using or disclosing the personal information would be considered obvious and the user or member voluntarily provides personal information for that purpose.

We may collect, use or disclose personal information without the user's or member's knowledge or consent in the following limited circumstances:

- when the collection, use or disclosure of personal information is permitted or required by law;

- in an emergency that threatens an individual's life, health, or personal security;
- when the personal information is available from a public source (e.g., a website or telephone directory);
- when we require legal advice from a lawyer;
- for the purposes of collecting a debt;
- to protect ourselves from fraud; or
- to investigate an anticipated breach of an agreement or a contravention of law.

At Family Business Association - Atlantic Offices and Events

When you visit a Family Business Association - Atlantic office or attend one of our events, we will often ask for information such as your full name, phone number, email address and/or mailing address. This information allows us to accurately maintain our records, billing information and contact information as well as ensure that you are getting the best experience at Family Business Association - Atlantic. We do not sell or otherwise distribute any of this information unless required by law.

Familybusinessatlantic.ca

Personal information, such as your full name, address, email and phone number, may be requested on our website, along with your business information, for the purposes of creating and/or maintaining your member profile, contacting you about membership opportunities and other email communications.

Personal information, such as your name, address and profession may be requested through the events section of our website in order to ensure that events listed for or near you are accurate.

Family Business Association - Atlantic will not sell or otherwise distribute any of this information unless required by law.

Third Party Providers

Family Business Association - Atlantic often uses service providers to assist us with member-related and user-related functions. We only share the information necessary for these service providers to perform their role and require them to adhere to the highest possible levels of confidentiality with respect to the use of this information. Our communications with members, such as event invites, billing invoices and community announcements may come in many forms, and it may be necessary to disclose information about you to third parties in order for you to receive them. You may request that we not provide

information about you to our third-party providers at any time, but many member benefits and communications may become unavailable to you in this case.

Securing Personal Information

We are committed to ensuring the security of user and member personal information in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks. We will use appropriate security measures when destroying personal information of users and members. We will continually review and update our security policies and controls as technology changes to ensure ongoing personal information security.

Providing Users and Members Access to Personal Information

Our users and members have a right to access their personal information, subject to limited exceptions, such as solicitor-client privilege, for health and safety concerns, or where disclosure would reveal personal information about another individual. A request to access personal information must be made in writing and provide sufficient detail to identify the personal information being sought. We will make the requested information available within 30 business days or provide written notice of an extension where additional time is required to fulfill the request. A minimal fee may be charged for providing access to personal information. Where a fee may apply, we will inform the user or member of the cost and request further direction from the user or member on whether we should proceed with the request. If a request is refused in full or in part, we will notify the user or member in writing, providing the reasons for refusal and the recourse available to the user or member.

Changes to this Privacy Policy

Our privacy commitment includes maintaining and updating this Privacy Policy, which ensures the accuracy, confidentiality and security of our users' and members' personal information. All changes will be posted on familybusinessatlantic.ca

Questions and Complaints

If you have a question, concern or complaint about how we use user or member information, you can direct them to us at info@familybusinessatlantic.ca

Family Business Association - Atlantic Terms and Conditions

Acceptance of Terms

Welcome to the Family Business Association - Atlantic (FBA) website. These Terms and Conditions of Use ("Terms and Conditions") govern your use of the Family Business Association - Atlantic website and any content available through the Family Business Association - Atlantic website (collectively, the "Website") and constitute a binding legal agreement between you and Family Business Association - Atlantic (the "Company", "Us", "We" or "FBA"). By accessing, using and continuing to use the Website you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent (and for purposes of these Terms and Conditions, "person" includes natural persons and any type of incorporated or unincorporated entity), without limitation or qualification, to be bound by these Terms and Conditions, and you represent and warrant that you have the legal authority to agree to and accept these Terms and Conditions on behalf of yourself and any person you purport to represent. If you do not agree with any of these Terms and Conditions or our Privacy Policy, then you should not access or use the Website for any purpose.

Use of our Website

You agree not to take any action that may compromise the security of the Website, render the Website inaccessible to others or otherwise cause damage to the Website. You agree not to use the Website in any manner that might interfere with the rights of third parties. Family Business Association - Atlantic reserves the right to terminate or limit your access to the Website for any violation of these Terms and Conditions, or for any other reason, at the sole discretion of Family Business Association - Atlantic.

Services and Products

Family Business Association - Atlantic reserves the right, without prior notice, to discontinue or change specifications and/or prices on event tickets, products and/or services offered or advertised on the Website at any time. Family Business Association - Atlantic reserves the right to limit the order quantity on any item. In the event that an event ticket, product and/or service is listed at an incorrect price for any reason, including a typographical error or error in pricing received from suppliers, Family Business Association - Atlantic shall have the right to refuse services or cancel orders for event tickets, products and/or services placed at the incorrect price, regardless of whether the order or service has been confirmed and/or payment has been processed or charged.

You hereby acknowledge and confirm that all appointments made through the Website and all estimates of the time required to provide the requested services provided through the Website are not binding on

Family Business Association - Atlantic. Family Business Association - Atlantic provides no representations, warranties or guarantees regarding the accuracy of such features of the Website. Without limiting the generality of the foregoing, Family Business Association - Atlantic reserves to the right to cancel, or change the date or time, of any appointment made by you through the Website without notice.

User Accounts

If you register or otherwise establish an account on the Website, you are responsible for maintaining the confidentiality of your account and your password. By establishing an account, you agree to accept responsibility for all activities that occur on the Website under your account. Family Business Association - Atlantic reserves the right, at its sole direction, to refuse service, cancel orders or terminate your account.

Ownership and Permitted Use of the Website

The Website, including all of its content, is the property of Family Business Association - Atlantic and others, and is protected by Canadian and international copyright, trademark and other laws. Your use of the Website does not transfer to you any ownership or other rights in the Website or its content.

The Website is made available to you for your lawful, personal, non-commercial use only. You may print or download Website pages for your personal, non-commercial use provided that you do not modify any of the Website pages or other content and you do not remove or alter any identification, marks, notices or disclaimers. You may not use the Website or its content for any other purpose or in any other way without the prior consent of Family Business Association - Atlantic. In particular, the Website and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the prior consent of Family Business Association - Atlantic.

Trademark Information

The trademarks, tradenames, logos and service marks (“Marks”) displayed on the Website are protected by intellectual property rights of Family Business Association - Atlantic and others in agreement with Family Business Association - Atlantic or that of other third parties. Any use of any Mark, except as expressly provided in these Terms and Conditions, is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppel or otherwise, any licence or right to use any Marks.

Links With Other Websites

For your convenience, the Website may include links to other Internet sites or resources and businesses operated by other persons (collectively “Other Sites”). Other Sites are independent from Family Business

Association - Atlantic, and Family Business Association - Atlantic has no responsibility or liability for or control over Other Sites, their business, goods, services or content. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk. The inclusion of any link to an Other Site does not imply endorsement by Family Business Association - Atlantic of such Other Site, its owner or operator, or any products or services.

Availability and Access to Website

Family Business Association - Atlantic has the exclusive right to control accessibility, hours of use and features on the Website, and any other information found on the Website. Family Business Association - Atlantic can restrict access to any or all portions of the Website or remove any information or content from the Website at any time. Family Business Association - Atlantic reserves the right to monitor use of the Website. You acknowledge that temporary interruptions in the availability of the Website may occasionally occur. Family Business Association - Atlantic will not be held liable for any damages due to such interruptions.

Disclaimer

FAMILY BUSINESS ASSOCIATION - ATLANTIC DOES NOT ACCEPT ANY LIABILITY FOR YOUR USE OF THE WEBSITE. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS, ALL OF WHICH ARE HEREBY DISCLAIMED BY FAMILY BUSINESS ASSOCIATION - ATLANTIC TO THE FULLEST EXTENT PERMITTED BY LAW. FAMILY BUSINESS ASSOCIATION - ATLANTIC WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE WEBSITE BY YOU OR ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

User Content

Family Business Association - Atlantic may from time to time and at its sole discretion post content on the Website that has been submitted to Family Business Association - Atlantic by a user, including, but not limited to, product or service reviews or other comments ("User Content"). Without limiting the generality of the foregoing, Family Business Association - Atlantic may refuse to post on the Website, or remove from the Website, any User Content that it deems, in its sole discretion, to: (i) be indecent,

inappropriate, hateful, tortuous, slanderous, libelous, obscene, profane, lewd, defamatory; (ii) contain third-party materials or otherwise violate or infringe any intellectual property right of any person; (iii) make reference to any commercial/corporate advertising; or (iv) otherwise be objectionable in any way.

You may not use a false e-mail address, impersonate any person, or otherwise mislead as to the origin of any User Content. You retain the copyright in any User Content and grant Family Business Association - Atlantic a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display, throughout the world in any media, any and all User Content submitted by you. You also grant Family Business Association - Atlantic the right to use the name submitted by you in connection with User Content, if Family Business Association - Atlantic so chooses. You represent and warrant that you own or otherwise control all of the rights to User Content submitted by you; that such User Content is accurate; that use of such User Content does not violate these Terms and Conditions and will not cause injury to any person; and that you will indemnify Family Business Association - Atlantic for all claims resulting from such User Content. Family Business Association - Atlantic has the right, but not the obligation, to monitor and edit or remove any User Content. Family Business Association - Atlantic takes no responsibility and assumes no liability for any User Content.

Indemnification

You hereby agree to defend, indemnify and hold Family Business Association - Atlantic, its partners, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, losses, liabilities and expenses (including lawyer's fees) related to or arising out of your use of the Website, including any breach by you of these Terms and Conditions.

Privacy Policy

Family Business Association - Atlantic uses and discloses your personal information in accordance with the Family Business Association - Atlantic Privacy Policy. You hereby consent to Family Business Association - Atlantic's collection, use and disclosure of your personal information in accordance with the Privacy Policy without any further notice or any liability to you or any other person.

Governing Law and Dispute Resolution

These Term and Conditions, your use of the Website, and all related matters are governed solely by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute between Family Business Association - Atlantic and you or any other person arising from, connected with or relating to the Website, these Terms and Conditions or any related matters must be resolved before the Courts of the Province of Nova Scotia, and you hereby irrevocably submit and attorn to the exclusive jurisdiction of those Courts in respect of any such dispute or matter.

Changes to these Terms and Conditions

Family Business Association - Atlantic may, in its sole discretion, change, supplement or amend these Terms and Conditions as it relates to your future use of the Website from time to time, for any reason, and without any prior notice or liability to you or any other person. You may not change, supplement, or amend these Terms and Conditions in any manner.

Other Matters

These Terms and Conditions, including any changes made to these Terms and Conditions from time to time, constitutes the entire agreement between you and Family Business Association - Atlantic relating to your use of the Website, and supersedes all previous agreements, written, oral or otherwise, between you and Family Business Association - Atlantic with respect to your use of the Website.

If any provision of these Terms and Conditions is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

The provisions of these Terms and Conditions will endure to the benefit of and be binding upon each of Family Business Association - Atlantic and its successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives.

No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under these Terms and Conditions will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

The parties have expressly requested and required that these Terms and Conditions and all other related documents be drawn up in the English language. Les parties conviennent et exigent expressement que ce Contrat et tous les documents qui s'y rapportent soient redigés en anglais.

Contact Us

If you have any questions regarding these Terms and Conditions, please contact Family Business Association - Atlantic by phone at 1.902.465.2535 by email at info@familybusinessatlantic.ca.