

WEBSITE TERMS OF USE

Last updated on: 5/29/2024

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE (THE “TERMS”) CAREFULLY BEFORE USING THIS WEBSITE.

These Terms are a binding contract between you and United Doves LLC, doing business as Avian Export/Import Services (“**Avian Export/Import Services**” or “**we**”). Your access and use of the Avian Export/Import Services website at <https://www.avianexportservices.com> (the “**Website**”), constitute your acceptance of these Terms and Conditions (“**Terms**”) in their entirety.

You represent and warrant that you are an individual of legal age to form a binding contract.

If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “**you**” and “**your**” in these Terms, except for in this sentence, refer to that organization or entity).

If you do not agree with any of these Terms, or the documents they refer to, you may not access or view the Website in any manner whatsoever.

PERSONAL DATA AND PRIVACY

At Avian Export/Import Services, we want you to know that we value your personal information and that we respect your privacy. Please read [our Privacy Policy](#) for more information.

By using Avian Export/Import Services, the Website and any subdomain or services offered by Avian Export/Import Services (collectively, the “**Services**”), you consent to our Privacy Policy.

CHARGEBACKS

Chargebacks of any kind are not tolerated under any circumstances. By purchasing ANY product from our secure Website, you agree to be bound by these specific terms and conditions. You agree that you will not attempt any type of chargebacks once the product has been received on your behalf. You also agree that should you try and fraudulently attempt to file a chargeback with your credit card company, you will be held liable to the 100 % indebtedness of Avian Export/Import Services resulting from your attempt. These matters are taken very seriously not only domestically, but internationally as well. We reserve the right to launch a full investigation to deal with these matters, and you agree to be held personally liable for any expenses that will result in prosecuting said action through local law enforcement officials. This chargeback shall also include a 40% service fee of the total purchase price you charged back.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY RIGHTS

The Services may contain intellectual property, industrial and other proprietary rights, protected or protectable under the laws of any country, including (a) trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers; (b) copyrights, moral rights, neighboring rights, and related rights; (c) domestic and foreign inventions, patents and the registrations, applications, renewals, extensions and continuations, in whole or in part, thereof (hereinafter “**Intellectual Property**”), as well as trade secrets, inventions, discoveries, devices, processes, designs, techniques, trade secrets, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice (hereinafter “**Confidential Information**”). Unless specified otherwise in writing, all Intellectual Property or Confidential Information rights in any element contained in the Services, with the exception of third-party products, services and content, shall be exclusively owned by Avian Export/Import Services.

The entire content of the Website, including but not limited to text, graphics or code is copyrighted as a collective work under the United States and other copyright laws, and is the property of Avian Export/Import Services. The collective work includes works that are licensed to Avian Export/Import Services. Copyright 2018, Avian Export/Import Services ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order with Avian Export/Import Services or purchasing Avian Export/Import Services products.

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All trademarks, service marks and trade names of Avian Export/Import Services used in the Website are trademarks or registered trademarks of Avian Export/Import Services.

Any unauthorized use of the materials appearing on the Services may violate confidentiality, copyright, trademark, patent, and/or other applicable laws and could result in criminal or civil penalties.

WARRANTY DISCLAIMER

The Services are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Avian Export/Import Services disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non- infringement.

Avian Export/Import Services does not represent or warrant that the functions contained in the Services will be uninterrupted or error-free, that the defects will be corrected, or that the

Services or the server that makes the Services available are free of viruses or other harmful components. Avian Export/Import Services does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Avian Export/Import Services, its officers, directors, managers, employees, independent contractors, agents, servants, contractors, affiliates, licensors, parents, subsidiaries, shareholders, owners, members or any other affiliated companies, entities or persons (each a “**Avian Export Party**”) shall not be liable to you (whether under the law of contact, the law of torts, negligence or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this Website:

- For any direct loss;
- For any indirect, special or consequential loss;
- For any punitive, incidental, exemplary or similar damages;
- For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data;
- For any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of our Website or the information contained therein;
- For any errors, mistakes, omissions or inaccuracies;
- For loss or damage incurred as a result of the use of our Website, content or any information, materials, goods and services provided by our affiliates, licensors, clients or other third parties.

In no event shall any Avian Export Party be liable to you for any claims in an amount exceeding the amount Avian Export/Import Services received from you during the three (3) months preceding the claim giving rise to such liability or USD\$100.00, whichever is greater. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Avian Export/Import Services has been expressly advised of the possibility of such damage or loss. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages. If a court of competent jurisdiction determines that such exclusions and limits are not enforceable, it will not affect the validity of the rest of these Terms.

TYPOGRAPHICAL ERRORS

In the event that an Avian Export/Import Services Service is mistakenly listed at an incorrect price, Avian Export/Import Services reserves the right to refuse or cancel any orders placed for the Service listed at the incorrect price. Avian Export/Import Services reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Avian Export/Import Services shall issue a credit to your credit card account in the amount of the incorrect price.

TERM; TERMINATION

These Terms are applicable to you upon your accessing any of the Services. These Terms, or any part of them, may be terminated by Avian Export/Import Services without notice at any time, for any reason. The provisions relating to Intellectual Property and Confidentiality Rights, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

NOTICE

Avian Export/Import Services may deliver notice to you by means of e-mail, a general notice on the Website, or by another reliable method to the address you have provided to Avian Export/Import Services.

GOVERNING LAW AND DISPUTE RESOLUTION

YOU AND AVIAN EXPORT/IMPORT SERVICES AGREE TO RESOLVE ANY DISPUTES BETWEEN YOU AND AVIAN EXPORT/IMPORT SERVICES RELATED TO THESE TERMS THROUGH **BINDING AND FINAL ARBITRATION** INSTEAD OF THROUGH COURT PROCEEDINGS. YOU AND AVIAN EXPORT/IMPORT SERVICES EACH HEREBY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CONTROVERSY, CLAIM, COUNTERCLAIM, OR OTHER DISPUTE ARISING BETWEEN YOU AND AVIAN EXPORT/IMPORT SERVICES RELATING TO THESE TERMS OR THE SERVICES. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

THESE TERMS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE THEREIN, EXCLUDING ITS CONFLICT OF LAW PROVISIONS. EXCEPT FOR CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF OR CLAIMS REGARDING INTELLECTUAL PROPERTY RIGHTS (WHICH MAY BE BROUGHT IN ANY COMPETENT COURT WITHOUT THE POSTING OF A BOND), ANY DISPUTE ARISING UNDER THESE TERMS SHALL BE FINALLY SETTLED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") BY ONE ARBITRATOR APPOINTED IN ACCORDANCE WITH AAA. THE ARBITRATION SHALL TAKE PLACE IN SALT LAKE CITY, UTAH IN THE ENGLISH

LANGUAGE AND THE ARBITRAL DECISION SHOULD BE MADE ACCORDING TO LAW AND MAY BE ENFORCED IN ANY COURT. THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES.

ASSIGNMENT

Avian Export/Import Services may assign its rights and duties under this Agreement to any party at any time without notice to you. These Terms and any rights and licenses granted hereunder may not be transferred or assigned by you. Any attempted transfer or assignment in violation hereof shall be null and void.

USE OF WEBSITE

Harassment in any manner or form on the Website, including via e-mail, phone messages with demands and deadlines interpreted as ultimatums and considered a form of harassment, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including Avian Export/Import Services or any other Avian Export Party, as well as other members or visitors on the Website is prohibited. You may not upload to, distribute, or otherwise publish through the Website any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the Website or use the Website to solicit others to join or become members of any other commercial online service or other organization. We also reserve the right and can refuse to do business with anyone who we deem to be unreasonable, and difficult to work with. This includes price hagglers trying to get us to lower our prices, simply because they cannot afford these birds in the first place. If you are a price haggler, please exit this Website and go elsewhere. We value and respect our time, and do not allow time wasters to interfere with our operations.

PARTICIPATION DISCLAIMER

Avian Export/Import Services does not and cannot review all communications and materials posted to or created by users accessing the Website, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the Website, if any, Avian Export/Import Services is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the Website. However, Avian Export/Import Services reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Avian Export/Import Services in its sole discretion.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless all Avian Export Parties all claims, actions, suits, demands, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) (collectively "Claims") arising out of or relating to: your use of and access to our Website; your violation of any term of these Terms, including without limitation your breach of any representations and warranties herein; your violation of any third-party right, including without limitation any right of privacy or Intellectual Property; your violation of any applicable law, rule or regulation. Avian Export/Import Services may select counsel for and control the defense of any claim that you are indemnifying. You will reasonably cooperate with us in connection with any claim.

THIRD-PARTY LINKS

In an attempt to provide increased value to our visitors, Avian Export/Import Services may link to sites operated by third parties. However, even if the third party is affiliated with Avian Export/Import Services, Avian Export/Import Services has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Avian Export/Import Services. The inclusion of any link does not imply endorsement by Avian Export/Import Services. These linked sites are only for your convenience and therefore you access them at your own risk. Before you act on information you have found on or through the Website externally, confirm any facts that are important to your decision.

You hereby release each Avian Export Party from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such interactions or our Website including but not limited to damages relating to any bugs, viruses, Trojan horses, spyware or the like that may be transmitted to you through our Website by third parties and/or any damages relating to viewing or interacting with illegal third-party content that may be found on our Website.

UPDATING OUR TERMS

We may, from time to time, change these Terms. We will notify you of any changes by posting our updated Privacy Policy on our Website and inserting a new "Effective Date."

You will no longer be able to use the Website if you do not agree with the new Terms. Your continued use of the Website in any way after a change to the Terms is effective means you agree to the change.

SEVERABILITY

If any provision of these Terms is or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these Terms.

CONTACTING US

If you would like to send us a request as indicated above, or if you have any other questions or concerns regarding these Terms, you may contact us by e-mail or call us. Please visit our contact page for details.

Effective Date: These Terms are effective as of 5/29/2024.

Congratulations! You are smart because you took the time to read this entire document.

In fact, you are probably one of the fewer people who actually take time to not overlook such important information that many websites post for legitimate legal purposes.

Thank You!