

## **Website terms of use v1.0**

### **1. Acceptance of Terms**

Your access to, and use of Birdcontrolgroup.com, birdcontrolshop.com, vogelverschrikkershop.com, avix.com or any other website owned and/or operated by Bird Control Group ("the Website") is subject to Bird Control Group's terms of use, including these Website Terms of Use, Bird Control Group's Privacy Policy, and the other legal notices, disclaimers, and policies contained on this Website ("Terms of Use").

- a) You will not use the Website for any purpose that is unlawful or prohibited by the Terms of Use.
- b) The Website is not for use by any minors (defined as those who are not at least 18 years of age), and you are therefore prohibited from using this website if you are a minor.
- c) By using the Website, you indicate that you fully accept the Terms of Use. If you do not accept the Terms of Use, you must immediately stop using the Website.
- d) Bird Control Group reserves the right to:
  - I. Change the Terms of Use at any time, and your continued use of the Website following any such changes shall be deemed to be your acceptance of such change;
  - II. Change or remove (whether temporarily or permanently) the Website or any part of it without notice and you confirm that Bird Control Group shall not be liable to you for any such change or removal.

### **2. General Terms**

- a) If you breach any obligation under the Terms of Use, Bird Control Group will be entitled to, at its sole discretion:
  - I. Immediately suspend your access to the Website; and/or
  - II. Terminate our subscription agreement with you for cause, if you are a Bird Control Group customer.
- b) You acknowledge that Bird Control Group may disclose information regarding your use of the Website to satisfy any law, regulation, government request, court order, subpoena, or other legal process. If Bird Control Group makes this type of required disclosure, we will notify you, unless we are required to keep the disclosure confidential. Further, any such disclosure will be subject to our Privacy Policy.
- c) Bird Control Group is not obligated to, but may choose to, remove any prohibited materials and deny access to any person who violates the Terms of Use. We further reserve all other rights.
- d) Bird Control Group may update and change any part or all of the Terms of Use. If we update or change the Terms of Use, the updated version will be posted publicly at the Terms of Use, which will constitute notice of such change. The updated Terms of Use will become effective and binding on the next business day after posting. When we change the Terms of Use, the "Updated" date will be updated to reflect the date of the most recent version. We encourage you to periodically review the online Terms of Use.

### **3. Links to Third Party Websites**

The Website may contain links to other websites run by third parties. Bird Control Group does not control, or assume any responsibility for, the content or practices of these other

websites. Our provision of these links does not amount to our endorsement of these other websites, nor their content, owners, or practices and you acknowledge and agree that Bird Control Group is not responsible for the content or availability of any such sites.

#### **4. Bird Control Group Trademark Use & Copyright**

- a) Unless you have our express prior written permission, you may not use, remove or alter any name, logo, tagline or other mark of ours or the Bird Control Group Products and/or Service, or any identifier or tag generated by the Website, including without limitation:
  - I. As a hypertext link to any website or other location (except as provided for or enabled expressly by us); and/or
  - II. To imply identification with us as an employee, contractor, agent, partner, or other similar representative capacity.
- b) All copyright, trademarks, and other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics, and all software and source codes connected with the Website) are owned by or licensed to Bird Control Group, or are otherwise used by Bird Control Group, as permitted by law.
- c) In accessing the Website, you agree that none of the content may be downloaded, reproduced, transmitted, stored, sold, or otherwise distributed without the prior written consent of Bird Control Group, as the copyright holder. This excludes the downloading, copying, and/or printing of pages of the Website for strictly personal and non-commercial use.

#### **5. Disclaimers & Limitation of Liability**

- a) The Website is provided "AS IS" and on an "AS AVAILABLE" basis, without any representation, warranty, or endorsement of any kind made by Bird Control Group, whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.
- b) To the extent permitted by law, Bird Control Group will not be liable for any indirect or consequential loss or damage whatsoever, including without limitation loss of business, opportunity, data, or profits arising out of or in connection with the use of the Website.
- c) Bird Control Group makes no warranties that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.
- d) Nothing in the Terms of Use shall be construed so as to exclude or limit the liability of Bird Control Group or that of its employees or agents in ways that cannot be excluded or limited by law.
- e) The contents of the Website do not constitute advice and should not be relied upon in making, or refraining from making, any decision.

#### **6. Indemnity**

You agree to indemnify and hold Bird Control Group and its employees and agents harmless to the fullest extent from and against all liabilities, legal fees, damages, losses, costs, and other expenses in relation to any claims or actions brought against Bird Control Group

arising out of or in any related to your breach of the Terms of Use or other liabilities arising out of your use of this Website.

#### **7. Severability**

If any of the Terms of Use should be determined to be unenforceable or invalid for any reason by any court of competent jurisdiction, then such Term and Condition shall be severed and the remaining Terms of Use shall survive and remain in full force and effect.

#### **8. Entire Agreement**

The Terms of Use, including legal notices, disclaimers, and other policies contained on this Website, constitute the entire agreement between Bird Control Group and you in relation to your use of the Website, and supersede all prior agreements and understandings between you and Bird Control Group with respect to the Website.

#### **9. Governing Law & Forum**

The Terms of Use shall be governed by Dutch law. Any dispute arising from the Terms of Use shall be settled before the competent court in The Hague, the Netherlands.

This Website terms of use was last updated on: October 22, 2017 (version 1.0).