

Your Privacy is Always Important to Us!

WEBSITE TERMS OF USE

(Emphasized, with No Exceptions)

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

As part of our continued commitment to your privacy, Avian Export Services has updated its Privacy Policy effective Oct 1, 2018. This update includes: Updated information about your rights and choices with respect to your data. Also it includes information regarding the EU General Data Protection Regulation, otherwise known as (GDPR).

By continuing to use Avian Export Services on or after Oct 1, 2018, you acknowledge our updated Privacy Policy and agree to our Terms of Use.

At Avian Export 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.

YOUR CONSENT

By using Avian Export Services, and any subdomain or Services offered by Avian Export Services, you consent to our Privacy Policy.

COLLECTED INFORMATION

We collect information from you when you register with Avian Export Services or fill out a form.

When ordering or registering on our site, you may be asked to enter your name, phone number, email address, and/or other personally identifiable information. However, those who wish to visit the site anonymously may continue to do so.

USE OF INFORMATION

Any and all information that we collect from you may be used in any of the following ways:

- To provide the requested Services to you. We handle personal data on this basis to create your Account and provide our Services.
- To personalize your experience (your information helps us to better respond to your individual needs).
- To improve our website (we continually strive to improve our website offerings based on the information and feedback we receive from you).
- To diagnose problems with our servers or our Services

- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs).
- To process transactions.
- To administer a contest, promotion, survey, or other site feature.
- To target prospective customers with our Services (such targeting is only performed with your permission where your consent is required by applicable law).
- To send periodic emails. (The email address that you provide to Avian Export Services may be used to send you information and updates pertaining to your order, in addition to receiving occasional company news, updates, and/or related Service information, etc.)

DATA RETENTION

We generally retain personal data for so long as it may be relevant to the purposes identified herein. To dispose of personal data, we may anonymize it, delete it, or take other appropriate steps. Data may persist in copies made for backup and business continuity purposes for the additional time.

YOUR DATA RIGHTS AND CHOICES

The functionality available through the “My Account” portion of the Services allows you correct, update, amend, or delete certain personal data.

GDPR

Individuals in the European Economic Area where the General Data Protection Regulation 2016/679, or GDPR, applies have the right to opt out of all of our processing of their personal data for direct marketing purposes.

- **CORRECTION:** You have the right to correct any personal information held about you that is inaccurate and have incomplete data completed. To correct your information, please see the “My Account” page for your Services.
- **ERASURE:** To exercise this right, you can do so by emailing customersupport@avianexportservices.com.
- **PORTABILITY:** If you would like to submit a data access request, you can do so by emailing customersupport@avianexportservices.com.

The rights and options described above are subject to limitations and exceptions under applicable law. We may have valid legal reasons to refuse your request, in such instances we will let you know if that is the case.

INFORMATION PROTECTION

We implement a variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information. We take reasonable steps to protect the information provided via the Services from loss, misuse, and unauthorized access, alteration, disclosure, or destruction. However, no Internet or email transmission is ever fully secure or error-free. You should take special care in deciding what information you send via email. Please keep this in mind when disclosing any information via the Internet.

We use SSL Encryption to ensure that your financial transactions are secure, and store your information securely. We do not store your credit card information on AvianExportServices.com.

EMAIL

You always have the opportunity to opt out of our marketing communications or change your preferences by following a link in the footer of all non-transactional email messages from us or by emailing us at customersupport@avianexportservices.com. Some communications from us are considered transactional or service communications (for example, Account notifications and billing information), and your Account(s) for Avian Export Services are provided to you upon the condition that you receive these communications from us. You must cancel your Services if you do not wish to receive these transactional or Service communications. You may still receive marketing communications from us even after you cancel your Services unless you also opt-out of our marketing communications, as described above.

COOKIES

Cookies are small files that a site or its service provider transfers to your computers hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information.

We use cookies to understand and save your preferences for future visits, keep track of advertisements and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

The cookie itself does not contain Personal Information, although it will enable us to relate your use of this site to information that you have specifically and knowingly provided to us. A cookie cannot read data from your hard disk or read cookie files created by other sites.

You can refuse cookies by turning them off in your browser. If you've set your browser to warn you before accepting cookies, you will receive the warning message with each cookie. You do not need to have cookies turned on to use this site. However, to access all of the features at White Pigeon Sales, and to use the site as it was intended, you must have cookies enabled in your browser.

INFORMATION DISCLOSURE

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

THIRD-PARTY LINKS

Occasionally, at our discretion, we may include or offer third party products or Services on our website. These third party sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

CALIFORNIA ONLINE PRIVACY PROTECTION ACT COMPLIANCE

Because we value your privacy, we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We, therefore, will not distribute your personal information to outside parties without your consent.

As part of the California Online Privacy Protection Act, all users of our site may make any changes to their information at any time by logging into their Account page and going to the 'Edit Account' page.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT COMPLIANCE

Due to the nature of our business, our website is not designed to appeal to children under the age of 13. Avian Export Services does not knowingly solicit any information from children nor do we knowingly market or otherwise target the Avianexportservices.com website or its products or Services to children. If you are under the age of 13, please do not attempt to use or register on our website.

TRANSFER TO U.S.

If you are located outside of the United States, please note that the information you provide to us will be transferred to the United States. By registering with AvianExportServices.com, you consent to this transfer.

ONLINE PRIVACY POLICY

This online Privacy Policy applies only to information collected through our website and not to information collected offline.

CHANGES TO OUR PRIVACY POLICY

If we decide to change our Privacy Policy, we will post those changes on this page, send an email notifying you of any changes, and/or update the Privacy Policy modification date above.

Thanks for taking the time to read our updated Privacy Policy and Terms of Use for this website.

This is really important stuff you should be aware of when using our website. All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable law. Please read it all because it could, in fact, prevent you from having to hear from our Lawyers or even prosecutors. If you do not agree to these terms and conditions, exit the site immediately and go elsewhere. Please do not use this site.

We built this site back in 2018 so that wonderful people like YOU, your mother, your dad, your neighbors, your friends, your co-workers, your bosses, your uncles, your aunts, cousins, grandmothers and grandfathers, and any other living and breathing individuals not listed that are at least 18 years of age can use the content we provide for personal entertainment, information, education, and communication.

We now spend a great deal of our time guiding individuals who have unfortunately been misled by upcoming copycats that try and steal our content for their own personal use. Not a wise thing to do on their behalf....and you know who you are....

Whether you decide to implement our information or not, the choice is strictly up to you. As stipulated by law, we cannot and do not guarantee you will make any amount of money in the processes and procedures we discuss and teach through our best practices. As with any type of business venture, success requires hard work, responsibility, initiative, dedication, and commitment. Results will always vary based on individual experience too. Fair enough, true, ok. So with this common understanding now realized, don't even think about trying to blame us if things don't work out in your favor. Sometimes things don't work out, and that is just the cost of simply doing business as with anything in life. This is not a get rich quick program, but it is a service-oriented business that can bring great satisfaction if done correctly. You are ultimately responsible for your own actions, and what you decide to do with the information that is provided is up to you.

DO NOT fool around with the fact that everything is copyrighted and protected. There is a really good reason why we have everything protected and in place the way that we do. We give you obvious warnings throughout our entire site to not copy or plagiarize our content in any way, shape, or form, whatsoever.

Yes, DMCA monitors our website daily so that unethical individuals, (which we hope you are not one of them), will not have any slightest idea or inclination to copy any of our content and post it on their website by falsely claiming it as their original content. This also applies to any individuals who try and copy our website, and then run off and start a new website in competition with ours. Even if you like what we have, we will most likely never give you permission to copy it and use it. (PERIOD).

Anytime something is created, you'll be much safer by assuming that it is automatically copyright protected, rather than not. (PERIOD)

You are legally bound and obligated to the terms and conditions listed, along with any other numerous laws or regulations that apply to the site, Internet, World Wide Web, etc.

If you use anything from our website, just be aware you are using it at your own risk. Don't bother us if there's a problem. We assume no liability or responsibility for errors on the site. We do check the website daily though, so if we do see a problem we will fix it as soon as we can.

We are also not responsible for your actions if you are browsing and the site somehow for some (unexplained) reason damages you or your computer with viruses which are so common on the internet today.

Regarding posting comments...Never post anything you wouldn't want the world to see. We own the content and can do anything we want with the stuff you post in the forums or blogs.

Another thing, if you mess with our content in any way, steal it, copy it, deny it, try to use it for your own benefit to keep up with our best practices and technology regarding our products without first paying us for it, we will likely sue you or have a prosecutor come after you for not taking us seriously. This is our content and we created it, not you!

We can and may change this page and anything else on the website at any time, without any prior notice. We own it, so we can do it!

You also are strictly prohibited from recording ANY telephone conversations you may have with any representatives associated with Avian Export Services. This policy applies regardless of whether you live in a consent state, or not. Just because your state may say that you may do it without another person knowing about it does not make it right. By using this website you have agreed, and are bound by these terms and conditions WE have set forth which prohibit this type of behavior, NO EXCEPTIONS!!

You also agree that by using this site, you will not engage in any type of behavior such as: calling us and leaving offensive voicemails which include swearing, or defamation of any kind. Just because you may buy our products or services (DOES NOT) give you any right to be abusive towards us. You also agree to not use any type of threats towards any members of the business, or organization. Any attempt on your behalf to threaten us by mentioning you will go out on the internet and defame us will result in you being held personally liable for any and all damages resulting from your actions that have a negative impact on our business. Specifically, Avian Export Services. We have multiple ways in which we can track derogatory comments made by unhappy customers. All types of actions associated with any type of defamation/slander/libel behavior are archived, and will be turned over to our legal team for further investigation.

As a courtesy and side note, we don't ever engage in this type of disrespectful crazy/paranoid behavior towards any of our customers, so we expect the same respect from you in return if you plan on doing business with us.

In the event that you try to take legal action against us for any reason, whether it be legitimate or frivolous in nature, or you threaten to report us to the BBB because you feel you weren't treated correctly, you agree that you will be responsible for paying for any time we must take out of our schedule to address and answer those complaints. We will bill at \$125.00 per hour for those types of actions. You agree that you will also be responsible for paying ANY and ALL attorney fees (including ours) associated with the action. All matters must be filed in the State of Utah because you are bound and have agreed by the terms and conditions regarding visiting our site which we have set forth regarding usage of our website, and we are residents of Utah.

Now the Best stuff.....

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 Services resulting from your attempt. These matters are taken very seriously not only domestically, but internationally as well. We will 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.

Copyright

The entire content included in this site, 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 Services. The collective work includes works that are licensed to Avian Export Services. Copyright 2018, Avian Export 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 Services or purchasing Avian Export Services products. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the site solely for your own non-commercial use, or to place an order with White Pigeon Sales or to purchase White Pigeon Sales products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited unless authorized by Avian Export Services. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

Any individuals who may have ordered our photos prior to coming on board as an affiliate or Franchisee, and then had the authorization to use them may only use them while currently associated with our business. If an individual leaves, or is no longer part of the organization, the rights to use these images are terminated within 1 week of separation, regardless of whether they were previously purchased, or not.

Trademarks

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

Warranty Disclaimer

This site and the materials and products on this site 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 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 Services does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Avian Export 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

Avian Export Services shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if Avian Export Services has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that an Avian Export Services product is mistakenly listed at an incorrect price, Avian Export Services reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Avian Export 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 Services shall issue a credit to your credit card account in the amount of the incorrect price.

Term; Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Avian Export Services without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

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

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of Utah, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal

proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Avian Export Services products) shall be in the state or federal courts located in Salt Lake City, Utah. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Avian Export Services products) must be commenced within one (1) year after the claim or cause of action arises. Avian Export Services failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Avian Export Services may assign its rights and duties under this Agreement to any party at any time without notice to you.

Use of Site

Harassment in any manner or form on the site, 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 an Avian Export Services or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site 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 site or use the site 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 site and go elsewhere. We value and respect our time, and do not allow time wasters to interfere with our operations.

Participation Disclaimer

Avian Export Services does not and cannot review all communications and materials posted to or created by users accessing the site, 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 site, Avian Export 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 site. However, Avian Export 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 Services in its sole discretion.

Indemnification

You agree to indemnify, defend, and hold harmless Avian Export Services, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting

from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

Third-Party Links

In an attempt to provide increased value to our visitors, Avian Export Services may link to sites operated by third parties. However, even if the third party is affiliated with Avian Export Services, Avian Export Services has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Avian Export Services. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Avian Export Services seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site but for sites, it links to as well (including if a specific link does not work).

Because we value your patronage, we want to address any privacy concerns you may have. To that end, we have set forth our privacy policy for handling the information you share with us online. We want your decision to do business with us to be an informed one.

1. Collecting Information

When you visit our Website, we may collect information about you that you voluntarily choose to share with us. This identification information may include but is not limited to, your name, your physical address, your e-mail address, and telephone.

What may be less obvious to you is that, when you visit our Website, we may collect data involving your usage through the use of “cookies” (i.e. small text files placed on your computer by a Website), Web server logs, and other Web tools. This technology allows us to customize your online experience, as well as track your Internet use. The tracking data we collect may include, but is not limited to, the date and time you visit, the time you spend, the Web pages you view, the other Websites you visit, your search queries, and basic information about your computer, such as your Internet Protocol (“IP”) address, your domain name, your browser type, and the name of your Internet service provider. You may deactivate cookies if you do not want your browsing to be tracked, but doing so may hinder your online experience.

When visiting our Website, you may be directed, through hyperlinks, to other Websites that are beyond our control. Furthermore, when you are visiting our Website, other companies, such as third party advertisers and sponsors, may be gathering information about you. This Privacy Policy does not cover the collection of information by those other companies and Websites. Although we encourage third parties to provide their own privacy policies, we are not responsible for their activities, such as how they handle the information they collect online.

2. Using Information Collected

We primarily use the identification information you voluntarily share with us to customize your online experience and to do what you have asked of us. We also use your identification

information to tell you about our products and services, but you may instruct us not to send communications to you by following the procedure indicated below under “Contacting Us.” On occasion, we use your identification information to validate your identity. As for usage tracking data, we primarily use that information to operate and improve our Website and to further our marketing efforts.

As a general rule, we do not share your information with unaffiliated third parties. We may, however, share your information with our own personnel and our service providers to the extent necessary to fulfill your requests. We may also share your information with our affiliates, but we will not share it with unaffiliated third parties for direct marketing purposes. We reserve the right to disclose your information under limited circumstances, such as to cooperate with law enforcement or judicial authorities as required by law or legal process, to protect our own legal rights, or to protect the public good.

Whenever you are online, you run the risk that the information you give out will fall into the wrong hands. Although we implement and maintain reasonable security procedures and practices to safeguard your privacy, we cannot guarantee the security of any information you provide to us. We accept no responsibility or liability for the activities of third parties.

3. Updating Information

If you would like to review the information about you that we have collected through our Website or to change that information, you can make that request by following the procedure indicated below under “Contacting Us.” We may require that you verify your identity before we process your request.

4. Updating Our Privacy Policy

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

5. Contacting Us

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

6. Effective Date: This Privacy Policy is effective as of Oct 1, 2018.

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!

