

Website Terms and Conditions of Use

By accessing or otherwise using this website (**Website**), you agree to be bound by these Terms and Conditions of Use. The Website is owned and operated by the Royal Australasian Ornithologists Union trading as Birds Australia, ACN 004 076 475 (**Birds Australia**). You acknowledge that Birds Australia provides access to the Website to you subject to these Terms and Conditions of Use.

General

- 2 Birds Australia is entitled, at its sole discretion, to amend, add or remove any part of these Terms and Conditions of Use at any time without notice. You should periodically read these Terms and Conditions of Use. Your continued use of the Website after this time constitutes an agreement by you to abide by and be bound by these Terms and Conditions of Use, as amended from time to time.

Intellectual Property

- 3 Unless indicated otherwise, all intellectual property in the Website is owned or licensed by Birds Australia. Subject to these Terms and Conditions of Use, Birds Australia grants to you a non-exclusive and non-transferable limited licence (**Licence**) to:
- 3.1 view, download and use information directly accessible through the Website; and
 - 3.2 use the Website to purchase products online.
- 4 You agree that, subject to your use of the Website in accordance with the limited Licence granted to you, you will not infringe Birds Australia's intellectual property in the Website and will not modify, copy, republish, frame, distribute or communicate any part of the Website or any information contained in it or otherwise use the Website in a way which will infringe Birds Australia's intellectual property or other rights.
- 5 Any of the trademarks, service marks or logos displayed on the Website may be registered or unregistered marks (**Marks**) of Birds Australia. Nothing contained on the Website should be construed as granting any licence or right to use any of the Marks displayed on the Website without the express written permission of Birds Australia. Any unauthorised uses of the Marks are strictly prohibited.

Disclaimer

- 6 Except as provided by law, the Website is provided "as is" and without any warranty or condition, express or implied.
- 7 Birds Australia does not warrant that the information contained in or accessible through the Website is accurate, suitable for your purposes or without errors,

omissions or viruses. Birds Australia does not guarantee continuous, uninterrupted or secure access to the Website. You acknowledge that access and use of the Website (including the software operating in connection with the Website) may be interfered with by numerous factors outside of Birds Australia's control. Birds Australia does not warrant the accuracy of any advice, opinion, statement, representation or other information displayed on or accessible through the Website.

- 8 Subject to the provisions of the *Trade Practices Act 1974*, Birds Australia makes no representations or warranties in respect of the information and materials available on the Website or the means of accessing that information and material (including the software operating in connection with the Website). Birds Australia makes no warranty or representation and accepts no responsibility for any websites operated or controlled by entities other than Birds Australia which are or may become linked or framed to or from the Website.

Privacy

- 9 You agree to comply with Birds Australia's Privacy Statement, guidelines and policy as may be applicable from time to time.

Limitation of Liability

- 10 You agree that Birds Australia is not liable to you or anyone else for any loss or damage (including, without limitation, any direct, indirect, special or consequential loss) arising as a result of breach of these Terms and Conditions of Use, in tort (including negligence) or otherwise arising out of, or in connection, with:
- 10.1 the use of the Website;
 - 10.2 the use by Birds Australia of information provided by you to Birds Australia through the Website;
 - 10.3 being unable to access the Website for whatever reason and however arising, including (without limitation) negligence; and
 - 10.4 the use of your Website password by you or any third party whom you have made the password available.
- 11 Birds Australia expressly limits its liability for breach of a condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at Birds Australia's sole discretion):
- 11.1 in the case of goods, any one or more of the following:
 - the replacement of the goods or supply of equivalent goods;
 - the repair of the goods;
 - the payment of the costs of replacing the goods or of acquiring equivalent goods; or
 - the payment of the costs of having the goods repaired; and
 - 11.2 in the case of services:
 - the supply of the services again; or

- the payment of the cost of having the services supplied again.

Links

- 12 You must not establish links on any other website to the Website or any other part or parts of the Website without the prior written consent of Birds Australia.

Alteration

- 13 Birds Australia may alter any of the content on this Website at any time.

Breach and termination

- 14 If you breach any provision of these Terms and Conditions of Use, Birds Australia may immediately issue a warning, temporarily suspend or permanently prevent your access to all or certain parts of the Website.

Choice of Law and Use of the Website

- 15 These Terms and Conditions of Use are governed by the laws of Victoria, Australia. Birds Australia has designed the Website for use only within the Commonwealth of Australia and makes no warranties or representations with regard to use by persons accessing, downloading or otherwise using the Website outside the Commonwealth of Australia. Any contracts formed through use of this Website are governed by the laws of Victoria, Australia.