

These terms and conditions apply to the use of this web site. In using this web site, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the web site.

Terminology

In these terms and conditions, the terms "we", "us" and "our" are a reference to the web site of Birdwing Business Solutions.

Amendments to Terms and Conditions

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website following such amendment will represent an agreement by you to be bound by the terms and conditions, as amended.

Disclaimer

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this web site or any linked web site, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this web site or any linked web site.

To the extent permitted by law, any condition or warranty which would otherwise be implied to these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our ability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following:

(a) if the breach relates to goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of such goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; and

(b) if the breach relates to services,

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

Exception to Disclaimer

The exclusion set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

Specific Warnings

You must ensure that your access to this web site is not illegal or prohibited by laws which apply to you.

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Privacy Policy

We may collect website visitors' contact information (like their e-mail addresses). Unless you object in writing, this information may be used:

- to send news, information about our activities and general promotional material which we believe may be useful to you;
- to monitor who is accessing the website or using services offered on the website; and
- to profile the type of people accessing the website.

If you do not wish to have your personal information used in this manner or for any other specific purpose you can e-mail us accordingly. We utilise "cookies" which enable us to monitor traffic patterns and to serve you more efficiently if you re-visit the site. A cookie does not identify you personally but it does identify your computer. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.

We will not sell or otherwise provide your personal information to a third party, or make any other use of your personal information, for any purpose which is not incidental to your use of this website. For the removal of doubt, personal information will not be used for any purpose which a reasonable person in your position would not expect.

If you request us not to use personal information in a particular manner or at all, we will adopt all reasonable measures to observe your request but we may still use or disclose that information if:

- we subsequently notify you of the intended use or disclosure and you do not object to that use or disclosure;
- we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security in the performance of their functions; or
- we are required by law to disclose the information.

We will preserve the content of any e-mail you send us if we believe we have the legal requirement to do so.

Your e-mail message content may be monitored by us for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected.

Personal information which we collect may be aggregated for analysis but in such circumstances we would ensure that individuals would remain anonymous.

All personal information which we collect (including your contact details and, if relevant, credit card details) is kept confidential to the best of our ability. You will appreciate, however, that we cannot guarantee the security of transmission.

You are entitled to have access to any personal information relating to you which you have previously supplied to us over this website. You are entitled to edit or delete such information unless we are required by law to retain it.

If you wish to comment on or query our privacy policy, or if you wish to make an enquiry regarding any personal information relating to you which may be in our possession, contact us on:

Birdwing Business Solutions, PO Box 581, Mossman, QLD, 4873, Australia

info@birdwingbusiness.com

Security of Information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

Termination of Access

Access to this web site may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

Governing Law

These terms and conditions are governed by the laws in force in the State of Queensland, Australia.