



BIRDING TEXAS & BEYOND

PRIVACY & WEBSITE USE POLICY

INTRODUCTION

At Birding Texas & Beyond, we are committed to protecting your privacy, safeguarding your personal information, and ensuring that your experience on our website is clear, secure, and respectful. This Privacy & Website Use Policy explains what information we collect, how we use and protect it, and the terms that govern your use of our website, digital content, and online services.

By visiting or using our website, submitting information through our forms, or interacting with any of our online features, you agree to the practices described in this policy. We encourage you to read it carefully, so you understand your rights, your choices, and the standards we uphold in managing your data and maintaining the integrity of our online content.

If you have any questions about this policy or how your information is handled, you are always welcome to contact us directly.

1. PRIVACY POLICY

Birding Texas and Beyond is committed to protecting the personal information you share with us. We collect only the information necessary to operate our tours, communicate with participants, and meet safety, legal, and logistical requirements. This may include contact information, emergency contacts, travel details, medical or mobility information voluntarily provided for safety purposes, and payment-related information processed securely through third-party providers.

We do not sell or rent personal information to third parties. Personal data is shared only with trusted service providers when necessary to operate the tour (such as lodging partners, transportation providers, or permit-issuing agencies) and only to the extent required for those services.

We take reasonable administrative, technical, and physical measures to safeguard your information. Participants may request access to, correction of, or deletion of their personal information as permitted by law.

1.1 What Personal Information Do We Gather, and How Do We Gather It?

The information we collect helps us personalize your experience and deliver high-quality service through your interactions with Birding Texas and Beyond. We gather information in the following ways:

• Information You Provide Directly

We receive and store any information you enter on our website or provide to us in any other way. This includes the information you submit on your reservation form, whether completed online or printed, scanned, and returned via email. Reservation forms may include, among other details:

- Name and contact information
- Travel preferences and interests
- Activities you enjoy
- Products or services purchased or inquired about
- Any additional information needed to deliver services or respond to your questions

We keep a digital copy of your reservation form in our secure files and enter the relevant data into our internal database. We retain archived copies of tour files after removing and destroying any sensitive data. You may also choose to provide additional information when communicating with us, participating in surveys, or requesting custom tour services.

• Photography and Media

During tours, our guides or fellow travelers may take photographs, videos, or audio recordings. These may be used in our brochures, advertising, or on our website. By participating in a Birding Texas and Beyond tour, you authorize us to use your likeness (including photographs, video, film, or recorded voice) for promotional purposes. If you prefer not to grant this permission, please notify us in writing using the contact information provided below.

• Information Collected Automatically by Wix

Our website is hosted on the Wix.com platform. When you visit our site, Wix automatically collects certain technical information to maintain security, performance, and functionality. This may include:

- IP address
- Device type and screen resolution
- Browser type and operating system

- Pages viewed and time spent on the site
- Interactions with site features

Any data submitted through our website may be stored on secure servers managed by Wix.com, which provides hosting and data-storage services for our site. When you contact us through website forms, Wix may temporarily store your message before delivering it to us.

• **Cookies**

Our website is hosted on the Wix.com platform, which automatically places essential cookies on your device to ensure security, stability, and core site functionality. These cookies support features such as fraud prevention, session management, and performance optimization. Additional cookies may be placed by third-party services we use, such as Google Analytics or Facebook Pixel, for analytics or advertising purposes. Cookies are stored in your browser and help us understand site performance and improve your experience. You may manage or decline non-essential cookies through the cookie banner provided on our site.

• **Google Analytics**

We use Google Analytics to understand how visitors use our website. For more information, visit: www.google.com/policies/privacy/partners/. You may opt out of Google's data collection by visiting: tools.google.com/dlpage/gaoptout.

• **Pixel Tags / Web Beacons**

Some pages on our website use pixel tags. Third parties, including Facebook, may use cookies, web beacons, and similar technologies to collect or receive information from the Birding Texas and Beyond website and elsewhere on the internet. This information may be used to provide measurement services and deliver targeted advertisements.

• **Children's Data**

Our services are not directed to children under 13, and we do not knowingly collect personal information from minors.

1.2 How Do We Use Your information?

The information we collect is used primarily to provide our services to you, communicate effectively, and continually improve the quality of the experiences we offer. We use your information in the following ways:

- **To Deliver Our Services:** We use your information to process reservations, plan and operate tours, coordinate logistics, and provide the products and services you request. This includes communicating essential trip details, updates, and confirmations.
- **To Communicate with You:** We may use your contact information to respond to inquiries, send pre-tour information, provide customer support, and share important updates related to your travel arrangements.
- **To Improve Our Services:** We analyze information about how our website and services are used to help us understand guest needs, enhance our offerings, and improve the overall guest experience.
- **For Customer Care and Support:** Your information helps us provide timely assistance, address concerns, and ensure a smooth and enjoyable experience before, during, and after your tour.
- **To Maintain Security and Prevent Fraud:** We may use information to detect, prevent, and address technical issues, unauthorized access, or potentially fraudulent activity.
- **For Legal and Compliance Purposes:** We may use your information to comply with applicable laws, regulations, and record-keeping requirements.

1.3 Does Birding Texas and Beyond Share the Information It Receives?

Information about our clients is an important part of our business, and we do not sell personal information. We share your information only as described in this Privacy Policy and only with third parties that follow practices at least as protective as those described here.

• **Third-Party Service Providers:** We work with trusted partners who help us deliver our services. Examples include, but are not limited to:

- Tour guides and field staff
- Lodging providers
- Food service providers
- Transportation providers
- Credit card payment processors
- Reservation and booking platforms

These partners receive only the information necessary to perform their functions and may not use it for any other purpose.

• **Protection of Birding Texas and Beyond and Others:** We may release personal information when we believe it is appropriate to:

- Comply with the law or lawful requests
- Enforce our agreements or policies
- Protect the rights, property, or safety of Birding Texas and Beyond, our clients, or others

This may include sharing information with organizations involved in fraud prevention or credit-risk reduction. This does not include selling, renting, or disclosing personally identifiable information for commercial purposes in violation of this Privacy Policy.

• **Business Transfers (New Owner):** If ownership or control of all or part of our business or assets changes, we may transfer your information to the new owner as part of the transaction. The new owner will be required to honor the commitments outlined in this Privacy Policy.

1.3 How Do We Store, Protect, and Retain Your Information?

We take the protection of your personal information seriously and use a combination of administrative, technical, and physical safeguards to keep your data secure. Our goal is to ensure that your information is handled responsibly, stored safely, and retained only for as long as necessary to fulfill the purposes described in this Privacy Policy.

• **Data Storage:** Information you provide to us may be stored in several secure locations:

- Wix.com servers, which host our website and process form submissions
- Our internal digital files, where we store reservation forms and tour-related documents
- Our internal database, where we enter relevant reservation information for operational use

Wix may store data on secure servers located in multiple regions, including the United States, Europe, and Israel. These servers are protected by industry-standard security measures.

• **Data Security:** We use reasonable and appropriate safeguards to protect your information from unauthorized access, alteration, disclosure, or destruction. These measures include:

- Secure storage of digital files
- Limited access to personal information by authorized personnel only
- Password-protected systems and devices

- Secure payment processing through trusted third-party providers
- Removal and destruction of sensitive data once it is no longer needed

While no method of transmission or storage is completely secure, we strive to use commercially acceptable means to protect your information.

• **Data Retention:** We retain your personal information only for as long as necessary to:

- Provide the services you have requested
- Maintain accurate business and financial records
- Comply with legal, tax, and regulatory requirements
- Support operational needs such as trip planning, customer service, and future tour coordination

Archived tour files are retained for record-keeping purposes, but any sensitive data is removed and securely destroyed.

• **Data Deletion:** If you wish to request deletion of your personal information, you may contact us using the details provided in this Privacy Policy. We will review your request and delete your information unless we are required to retain certain records for legal, regulatory, or operational reasons.

• **Third-Party Storage and Processing:** Some of your information may be processed or stored by third-party service providers who assist us in delivering our services (such as payment processors, lodging providers, or analytics tools). These providers are required to protect your information and may only use it for the specific purposes for which it was shared.

1.4 Options For Updating, Managing, Opting Out, And Deleting Your Information

You have several options for managing your personal information and controlling how it is collected, used, and stored. We are committed to honoring these choices and responding to your requests in a timely and transparent manner.

• **Updating Your Information:** If you need to update or correct your personal information, you may do so at any time by emailing us at support@birdingtexasandbeyond.com. We will make the requested updates as soon as reasonably possible.

• **Requesting a Copy of Your Information:** You may request a copy of the personal information we retain about you. Depending on the nature and frequency of your request, we reserve the right to charge a reasonable fee to cover administrative costs.

- **Opting Out of Marketing Communications:** You may opt out of receiving marketing or promotional emails at any time by clicking the **unsubscribe** link included in our emails. If you receive messages at multiple email addresses, you must unsubscribe from each address individually. If you experience any difficulty unsubscribing, please contact us at support@birdingtexasandbeyond.com.

- **Withdrawing Consent or Requesting Deletion:** You may withdraw your consent to the processing of your personal information or request that your information be deleted by emailing us at support@birdingtexasandbeyond.com. We will delete your information unless we are required to retain certain records for legal, regulatory, or operational purposes.

Managing Analytics, Cookies, and Tracking Technologies

- **Managing Google Analytics Permissions:** You can revoke Google Analytics access by visiting your Google Account settings:

1. Go to <https://myaccount.google.com>
2. Under “Security,” select **Apps with account access**
3. Select **Manage apps**
4. Choose the site or app you want to remove and select **Remove**

To request deletion of analytics-related data stored by us, email **support@birdingtexasandbeyond.com**. Please note: This does not unsubscribe you from emails.

- **Disabling Cookies:** Most web browsers allow you to:

- Reject cookies
- Accept cookies only with user approval
- Delete existing cookies

Disabling cookies may affect website functionality. Instructions for managing cookies can be found in your browser’s **Help** section. Cookie-based opt-outs must be performed **on each device and browser** you use.

- **Opting Out of Pixel Tag / Web Beacon Tracking:** You may opt out of interest-based advertising and tracking by visiting:

- <http://www.aboutads.info/choices>
- <http://www.youronlinechoices.eu>

These opt-outs must also be performed **on each device and browser** you use.

Children’s Privacy: We do not knowingly collect personally identifiable information from children under the age of 13. If you are under 13, please do not provide any personal information on our website. If you are a parent or guardian and believe your child has provided information without your consent, you may request its removal by contacting us at support@birdingtexasandbeyond.com.

How We Protect Your Information: We take reasonable and appropriate measures to protect your information from unauthorized access, alteration, disclosure, or destruction. These measures include:

- Secure storage of digital files
- Password-protected systems and devices
- Limited access to personal information by authorized personnel
- Industry-standard security practices provided by Wix and our third-party service providers

While we strive to protect your information, no method of transmission or storage is completely secure. We cannot guarantee absolute security, and you are responsible for protecting the confidentiality of any login information you use.

Third-Party Links: Our website may contain links to third-party websites. These links do not constitute an endorsement of the content, policies, products, or services of those sites. We are not responsible for the privacy practices or content of external websites, and we encourage you to review their privacy policies before providing any personal information.

1.5 International Data Transfers

Because we operate in the United States and use third-party service providers with global infrastructure, your personal information may be transferred to, stored in, or processed in countries other than your country of residence. These locations may have data-protection laws that differ from those in your home jurisdiction.

- **Data Transfers Through Wix:** Our website is hosted on the Wix.com platform. Wix stores and processes data on secure servers located in multiple regions, including the United States, Europe, and Israel. Wix may also use other jurisdictions as needed to provide reliable hosting, backup, and security services. Wix maintains industry-standard safeguards to protect personal information during international transfers.

- **Transfers to Third-Party Service Providers:** Some of the third-party providers we work with, such as payment processors, analytics tools, lodging partners, and other service vendors, may process or store information in countries outside your own. These providers

are required to protect your information and may only use it for the specific purposes for which it was shared.

• **Legal Basis for International Transfers:** When we transfer your information internationally, we rely on one or more of the following legal bases:

- Your consent, when required
- The need to perform a contract with you (such as operating a tour or processing a reservation)
- Our legitimate business interests, such as maintaining secure and reliable website operations
- Compliance with legal obligations

• **Safeguards for International Transfers.** We take reasonable steps to ensure that any international transfer of personal information is protected by appropriate safeguards. These may include:

- Contractual protection with service providers
- Industry-standard security measures
- Compliance with applicable data-transfer frameworks used by Wix and other partners

• **Your Rights Regarding International Transfers:** If you have concerns about how your information is transferred or stored internationally, you may contact us at support@birdingtexasandbeyond.com. We will provide additional information about the safeguards in place and address any questions you may have.

2. WEBSITE USE TERMS

The content, design, and functionality of the Birding Texas and Beyond website—including but not limited to text, data, information, photos, graphics, videos, audio, maps, icons, software, code, and other materials (collectively, the “Website Content”)—are proprietary to Birding Texas and Beyond and are protected by copyright, trademark, and other applicable laws.

You may view, download, and print Website Content solely for your personal, non-commercial use related to learning about or booking our tours. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Website Content, or any products or services obtained through the website, without prior written permission from Birding Texas and Beyond.

Any other use of the Website Content, website functionality, or underlying infrastructure, including automated scraping, data extraction, or commercial use, is strictly prohibited unless expressly authorized in writing by Birding Texas and Beyond.

2.1 Website Access and Use. Your use of the Birding Texas and Beyond website is subject to the following terms. By accessing or using the site, you agree to comply with these conditions and to use the website responsibly and lawfully.

Permitted Use. You may use this website for lawful, personal, and non-commercial purposes, including:

- Browsing the site and learning about our birding tours and services
- Viewing tour descriptions, itineraries, and related information
- Making reservations or submitting inquiries for scheduled tours
- Accessing birding resources and educational content
- Downloading or printing content for personal, non-commercial use

All permitted use must comply with this Website Use Policy and all applicable laws.

Prohibited Use. To protect our website, our business, and our guests, the following activities are strictly prohibited:

- **Misuse or Disruption:** Engaging in any activity that could damage, disable, overburden, or impair the website, server, or network.
- **Unauthorized Access:** Attempting to gain unauthorized access to any portion of the website, user accounts, servers, or systems.
- **Illegal or Harmful Activity:** Using the website for any unlawful, fraudulent, or malicious purpose.
- **Unauthorized Reproduction or Distribution:** Reproducing, duplicating, copying, selling, reselling, or exploiting any portion of the website or its content without prior written permission from Birding Texas and Beyond.
- **Data Collection Without Consent:** Collecting, harvesting, or attempting to obtain personal information about other users without their knowledge and consent.
- **Posting Harmful Content:** Uploading, transmitting, or distributing any content that is harmful, malicious, defamatory, obscene, or otherwise objectionable.
- **Interference With Security Features:** Attempting to bypass, disable, or interfere with security-related features of the website.
- **Automated Access:** Using bots, scrapers, crawlers, or other automated tools to access or interact with the website without explicit written authorization.

Right to Restrict Access. Birding Texas and Beyond reserves the right to:

- Restrict or terminate access to the website for any user who violates these terms
- Remove or disable content that violates this policy or poses a risk to the website or its users
- Take appropriate legal action in response to misuse or unauthorized activity

2.2 Content and Intellectual Property

Content Ownership

All content on the Birding Texas and Beyond websites including text, images, graphics, logos, icons, videos, audio, design elements, layout, and overall site structure—is the exclusive property of Birding Texas and Beyond or its content providers. This content is protected by U.S. and international copyright, trademark, and other intellectual property laws.

Except for personal, non-commercial use, you may not reproduce, distribute, modify, publish, transmit, create derivative works from, or otherwise use any content from this website without our prior written permission.

Any unauthorized use of the website or its content may violate intellectual property laws and is strictly prohibited.

Trademarks

The Birding Texas and Beyond name, logo, branding elements, and any related marks are trademarks or service marks of Birding Texas and Beyond. You may not use these marks in connection with any product, service, or commercial activity without our express written consent.

User-Generated Content

User-Generated Content: Users may contribute content to the website or to Birding Texas and Beyond in various ways, including:

- Submitting emails or inquiries
- Posting reviews or testimonials
- Uploading photos or videos
- Sharing bird sightings or field notes
- Providing comments, suggestions, or ideas
- Participating in public profiles or interactive features

Collectively, this material is referred to as “User Content.”

License You Grant to Us. By submitting User Content, you grant Birding Texas and Beyond a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, and transferable license to:

- Use, reproduce, display, and distribute the content
- Edit or reformat the content for clarity, grammar, or presentation
- Translate the content into other languages
- Incorporate the content into promotional materials, advertisements, or educational resources
- Create derivative works
- Share the content with third-party platforms, partners, or media outlets for promotional or operational purposes

You retain ownership of your User Content, but you grant us the rights necessary to use it as described above.

Our Right to Remove Content. We reserve the right, at our sole discretion, to remove, edit, or disable access to any User Content that:

- Violates this Website Use Policy
- Contains harmful, offensive, or inappropriate material
- Infringes on the rights of others
- Poses a security or legal risk

We are not obligated to monitor User Content but may do so to maintain a safe and respectful environment.

Third-Party (External) Links

Our website may contain links to third-party websites or resources. These links are provided solely for convenience and informational purposes. Birding Texas and Beyond:

- Does not control or endorse third-party websites
- Is not responsible for their content, accuracy, policies, or practices
- Makes no warranties regarding third-party products, services, or information

We encourage you to review the privacy policies and terms of any external websites you visit.

2.3 User Responsibilities

When accessing or using the Birding Texas and Beyond website, you agree to use the site responsibly and in accordance with all applicable laws, regulations, and this Website Use Policy. To help maintain a safe, respectful, and reliable online environment, users are expected to uphold the following responsibilities:

- **Provide Accurate Information:** If you submit information through our website—such as reservation details, inquiries, or user-generated content—you agree that all information provided is accurate, current, and complete. You are responsible for updating your information if it changes.
- **Protect Your Account and Devices:** If the website offers login or account features, you are responsible for maintaining the confidentiality of your login credentials and for restricting access to your devices. You agree to notify us promptly if you suspect unauthorized access or misuse of your account.
- **Use the Website Lawfully:** You agree to use the website only for lawful purposes and in a manner that does not violate any local, state, national, or international laws or regulations.
- **Respect Intellectual Property:** You agree not to copy, reproduce, distribute, or otherwise use website content except as permitted under Section 2.2 or with our express written permission.
- **Avoid Harmful Conduct:** You agree not to:
 - Upload or transmit harmful, malicious, or disruptive content
 - Interfere with website functionality or security
 - Attempt to bypass or disable security features
 - Use automated tools (such as bots or scrapers) without authorization
 - Engage in any activity that could damage, impair, or disrupt the website or its services
- **Respect Other Users:** If the website allows comments, submissions, or interactive features, you agree to engage respectfully and refrain from posting content that is abusive, defamatory, obscene, or otherwise inappropriate.
- **Comply With Third-Party Terms:** If you access third-party tools, services, or links through our website (such as Google Maps, embedded videos, or booking widgets), you agree to comply with the terms and policies of those third-party providers.
- **Responsibility for Your Own Equipment:** You are responsible for ensuring that your computer, mobile device, and internet connection are compatible with the website and for

maintaining appropriate security measures (such as antivirus software and secure passwords).

3. DISCLAIMER & LIMITATION OF LIABILITY

Website Disclaimer: The Birding Texas and Beyond website and all content, materials, and services provided through it are offered “as is” and “as available” without warranties of any kind, whether express or implied. We do not guarantee that:

- The website will be uninterrupted, error-free, or secure
- The content will always be accurate, complete, current, or reliable
- Any defects or errors will be corrected
- The website will be free of viruses or harmful components

Use of the website is at your own risk.

Accuracy of Information: While we strive to provide accurate and up-to-date information, Birding Texas and Beyond makes no representations or warranties regarding:

- The accuracy, completeness, or reliability of website content
- The suitability of information for any particular purpose
- The availability or accuracy of third-party information linked from our site

Tour details, itineraries, availability, and pricing may change without notice.

Limitation of Liability: To the fullest extent permitted by law, Birding Texas and Beyond, its owners, employees, contractors, and affiliates shall not be liable for any damages arising out of or related to your use of the website, including but not limited to:

- Direct damages
- Indirect or incidental damages
- Special or consequential damages
- Loss of data, profits, goodwill, or business opportunities
- Damages resulting from viruses, technical failures, or unauthorized access

This limitation applies whether the claim is based on warranty, contract, tort, negligence, strict liability, or any other legal theory.

Third-Party Content and Links: We are not responsible for:

- The content, accuracy, or practices of third-party websites
- Any damages or losses arising from your use of third-party links or services
- The actions, omissions, or representations of third-party providers

Your interactions with third-party websites are solely between you and those providers.

No Professional Advice: Information on this website is provided for general informational purposes only and should not be considered professional, legal, financial, or travel advice. You are responsible for evaluating the accuracy and usefulness of any information provided.

4. GOVERNING LAW & DISPUTE RESOLUTION

This Privacy and Website Use Policy (“this Policy”) are governed by the laws of the State of Texas, without regard to conflict-of-law principles. By accessing or using our website, submitting personal information, or engaging with any services provided through Birding Texas and Beyond, you agree that any questions, interpretations, or disputes relating to this Policy, our website, or our data practices shall be governed exclusively by Texas law.

Before initiating any formal dispute process, both parties agree to make a good-faith effort to resolve any concerns informally. You may contact us at support@birdingtexasandbeyond.com, and we will work with you promptly and respectfully to address the issue. This informal step applies to all disputes arising under this Policy, including those related to:

- Privacy practices
- Data collection, storage, or use
- Website access or functionality
- User responsibilities
- Intellectual property
- Any other matter described in this Policy

If a dispute cannot be resolved through informal negotiation, it shall be submitted to binding arbitration conducted in the State of Texas. Arbitration will be administered according to applicable arbitration rules, and the arbitrator’s decision will be final and binding on all parties.

Arbitration is the exclusive method for resolving disputes arising out of or relating to:

- This Privacy and Website Use Policy

- Your use of the website
- Any services, information, or content provided through the website
- Any data-related or privacy-related concerns

You agree that arbitration replaces the right to bring a lawsuit in court (except as noted below).

Any action to enforce an arbitration award, or any claim not subject to arbitration, must be brought exclusively in a court of competent jurisdiction located in Houston, Texas, USA. By using this website, you consent to the jurisdiction and venue of such courts and agree that they are fair and convenient forums.

To the fullest extent permitted by law, you agree that:

- Disputes will be resolved only on an individual basis
- You may not bring a claim as a plaintiff or class member in any class, consolidated, or representative action

This applies to all disputes arising under this Policy, including privacy-related claims.

Any claim or dispute arising from your use of the website or from this Policy must be filed within one (1) year of the event, giving rise to the claim. After that period, the claim is permanently barred.

If you access our website from outside the United States, you do so at your own initiative and are responsible for compliance with local laws. By using the website or submitting personal information, you consent to:

- The application of Texas law
- The dispute-resolution process described in this section
- The transfer and processing of your information in accordance with this Policy

5. CHANGES TO THIS POLICY

Birding Texas and Beyond may update or modify this Privacy and Website Use Policy from time to time to reflect changes in our practices, services, legal requirements, or website functionality. We are committed to maintaining transparency, and any updates will be posted on this page with a revised “Last Updated” date.

Unless otherwise stated, changes to this Policy take effect immediately upon posting. Your continued use of the website after any updates constitutes acceptance of the revised Policy.

If we make significant changes, such as updates to how we collect, use, or share personal information, we will take reasonable steps to notify you. This may include:

- Posting a prominent notice on our website
- Updating the effective date at the top of the Policy
- Sending an email notification if appropriate

We encourage you to review this Policy periodically to stay informed about how we protect your information and how you may use our website.

By continuing to access or use our website after changes are posted, you acknowledge and agree to the updated terms. If you do not agree with the revised Policy, you should discontinue use of the website and contact us with any concerns.

This Privacy and Website Use Policy is effective as of **June 12, 2026**.

6. CONTACT INFORMATION

If you have questions about this Privacy and Website Use Policy, need assistance with your personal information, or wish to exercise any of your rights described in this Policy, you may contact us using the information below.

Birding Texas and Beyond

Email: support@birdingtexasandbeyond.com

Mailing Address: Birding Texas and Beyond P.O. Box 131 Magnolia, TX 77353 United States