

Dronelink Website Terms of Service

Last Updated: July 6, 2019

These Website Terms (these “**Website Terms**”) are provided to you (“**you**”) by Dronelink LLC (“**Dronelink**”, “**we**” or “**us**”) to explain the terms and conditions of your access to and use of Dronelink’s website, located at <https://dronelink.com> and any associated websites linked thereto (including, without limitation, any linked API URLs) (collectively, the “**Site**”).

THESE WEBSITE TERMS, TOGETHER WITH OUR [ACCEPTABLE USE POLICY](#) AND OUR [PRIVACY POLICY](#), WHICH IS INCORPORATED BY REFERENCE INTO THESE WEBSITE TERMS, ARE A LEGALLY BINDING CONTRACT BETWEEN YOU AND DRONELINK. PLEASE READ THEM CAREFULLY. BY ACCESSING OR USING THE SITE, OR BY CONTINUING TO ACCESS OR USE THE SITE AFTER BEING NOTIFIED OF A CHANGE TO THESE WEBSITE TERMS OR THE [ACCEPTABLE USE POLICY](#) AND [PRIVACY POLICY](#), YOU ARE CONFIRMING, AND HEREBY REPRESENT, THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE WEBSITE TERMS AND OUR [ACCEPTABLE USE POLICY](#) AND [PRIVACY POLICY](#). **IF YOU DO NOT AGREE TO BE BOUND BY THESE WEBSITE TERMS OR OUR [ACCEPTABLE USE POLICY](#) AND [PRIVACY POLICY](#), YOU MAY NOT ACCESS OR USE THE SERVICE.**

Modifications

Dronelink reserves the right to make changes to the Site, and the content provided via the Site, at any time. In addition, Dronelink may, at any time, update or add or remove provisions of these Website Terms. We will provide you with notice of any such modifications by posting the updated Website Terms on this Site, with the “Last Updated” date above referencing the date such changes went into effect. You are responsible for checking this page for any such modifications, and you acknowledge that, by continuing to access and use this Site, you are agreeing to the most recent version of these Website Terms posted by Dronelink.

Access to the Site

You need not register for an account with Dronelink to simply visit and browse the Site and to view any Site Content. In order to gain access certain password-restricted areas of the Site, however, and to access the services provided by Dronelink via the Site, whether for purchase or otherwise, you must register for a Customer Account or User Account. You acknowledge that such services are subject to separate terms and conditions. Our obligation with regard to such services are governed solely by such separate terms and conditions and nothing contained on the Site or in these Website Terms will be construed to alter such specific terms and conditions. The material on the Site with respect to any such services may be outdated and Dronelink makes no commitment to update such material.

By using this Site, you represent, acknowledge and agree that you are at least 16 years of age or, if you are under 16 years of age but are at least 13 years old (a “**Minor**”), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to agree to these Website Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Website Terms and to fully indemnify and hold harmless Dronelink for any losses suffered as a result of your Minor breaching any of these Website Terms. If you are not at

least 13 years old, you may not use the Site at any time or in any manner or submit any information to the Dronelink or the Site.

Site Content

You acknowledge that (a) the Site, including all past, present and future versions of the Site and all pages found within the Site; (b) the material, content and information on the Site; and (c) all graphics, text, images, audio, videos, webinars, designs, compilation, advertising copy, articles, user interfaces, artwork, any computer applications, any and all copyrightable material (including source and object code) and other materials, including without limitations the design, structure, “look and feel” and arrangement of such content contained on the Site (collectively, the “**Site Content**”) are owned by Dronelink or its third-party licensors, as applicable, and are protected by intellectual property laws. In accessing and using the Site and the Site Content, you agree to abide by all applicable laws, including but not limited to all intellectual property laws, as well as any specific notices contained on the Site. Dronelink grants you permission to display the Site and Site Contents on your computer and to print and download the Site Content solely for your own personal, non-commercial and educational use; provided that you must retain copyright and other notices on any such copies made. All rights not expressly granted to you are reserved to Dronelink and its third-party licensors.

You agree that, without Dronelink’s express prior written authorization, you will not, and will not permit any user or third party to, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Site or Site Content; (ii) modify, translate, or create derivative works based on any element of the Site or Site Content; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Site or Site Content; (iv) use the Site for timesharing purposes or otherwise for the benefit of any person or entity other than for yourself; (v) remove any proprietary notices from the Site Content; (vi) use the Site or Site Content for any purpose other than its intended purpose; (g) interfere with or disrupt the integrity or performance of the Site; (h) introduce any open-source Software into the Site; or (i) attempt to gain unauthorized access to the Site or Dronelink’s related systems or networks.

If you breach any of these Website Terms, your right to access the Site and Site Content will immediately terminate automatically, and you must immediately cease use of the Site and destroy any downloaded or printed Site Content. You further acknowledge that any unauthorized use of the Site or Site Content, or of any linked websites, may violate applicable laws, including but not limited to intellectual property laws.

User Submissions

You are responsible for any information, content and material that you submit, upload, post or otherwise make available on or through the Site, including but not limited to opinions, messages, comments, photos, videos, graphics, sounds and other content or material (each a “**User Submission**”). You have full responsibility for each User Submission you make, including its legality, reliability and appropriateness. Dronelink is under no obligation to use any User Submissions and may remove any User Submission from the Site at any time at its sole discretion.

You may not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from

any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any User Submission that you make. You further agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any User Submissions posted by you to or through this Site.

Unless otherwise explicitly stated herein or in the Dronelink [Privacy Policy](#), you agree that any User Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to Dronelink a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your User Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use your User Submissions. You further agree that we may modify or adapt your User Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the User Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media.

Dronelink will have no obligation to store, backup, archive or otherwise maintain any User Submissions. Dronelink hereby disclaims any and all liability TO YOU or any third party for any LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF USER SUBMISSIONS.

All User Submissions are subject to Dronelink's [Privacy Policy](#). You hereby consent to all actions taken by Dronelink with respect to your User Submissions in compliance with the [Privacy Policy](#). Dronelink agrees to use any personally identifiable information contained in any of your User Submissions in accordance with the [Privacy Policy](#). You further agree that, in providing any User Submissions, you will comply with the terms set forth below under "Prohibited Content" and "Acceptable Use Policy."

Prohibited Content

You acknowledge that the Site is not designed with security and access management for processing the following categories of information: (i) any personal information that imposes specific data security obligations on the processor of such data, including any "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, and other similar information, however described, as defined under applicable law; (ii) data that is classified and/or used on the United States Munitions list, including software and technical data; (iii) articles, services, and related technical data designated as defense articles or defense services; and (iv) ITAR (International Traffic in Arms Regulations) related data (each of the foregoing, "**Prohibited Content**"). Accordingly, you agree that you will not provide Dronelink with any Prohibited Content, whether directly or via the Site. You will ensure that none of your User Submissions constitute or contain any Prohibited Content.

Acceptable Use Policy

All visitors to and users of the Site (including you) must comply with our [Acceptable Use Policy](#) and remain vigilant in reporting to Dronelink any behavior or content you become aware of that violates the [Acceptable Use Policy](#).

Dronelink may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Dronelink discretion, Dronelink will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet. Nothing in these Website Terms, however, requires Dronelink to verify, authenticate, monitor, police or remove any use of the Site, including with respect to any User Submissions provided by you or any other user.

Third-Party Sites

The Site may include certain external links to websites that are not owned or operated by Dronelink but by a third party, including, without limitation, social networking, blogging and similar websites, and websites that provide question-and-answer forum functionality (collectively, “**Third-Party Sites**”). You may be provided the ability via the Site to interact or conduct transactions with such Third-Party Sites, and, if applicable, to configure any privacy settings within your account with any such Third-Party Site to permit your activities via the Site to be shared with any contacts stored in such Third-Party Site account. In certain situations, you may be transferred to a Third-Party Site via a link provided via the Site, but it may appear that you are still within the Site. You acknowledge and agree that these Third-Party Sites may have different privacy policies, terms and conditions, user guides, and business practices than Dronelink. You further acknowledge that your use of any such Third-Party Sites is governed by, and you agree to comply with, the respective Third-Party Site’s privacy policy, terms and conditions, user guides, and business practices with respect to your access to and use of such Third-Party Sites. Dronelink provides links to the Third-Party Sites as a convenience, and Dronelink does not verify, make any representations or take responsibility for such Third-Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites. YOU AGREE THAT DRONELINK WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY OWNER OR OPERATOR OF ANY THIRD-PARTY SITES. Any reference made on the Site to any product, service, publication, institution, or organization of any third-party entity or individual does not constitute or imply Dronelink’s endorsement or recommendation thereof.

Proprietary Rights

DRONELINK™ is a trademark of Dronelink in the United States. Other trademarks, names and logos included in the Site Content are the property of their respective owners.

Unless otherwise specified in these Website Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Dronelink, Copyright © Dronelink. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Suspension of Access

Dronelink may suspend your access to the Site in the event that, in our sole judgment, we suspect or believe that you have breached any of these Website Terms, including but not limited to your engagement in any conduct prohibited by these Website Terms. You agree that Dronelink will not be liable to you or any other third party if Dronelink exercises the foregoing suspension rights. If we determine, to our reasonable satisfaction, that you have ceased the unauthorized conduct leading to the temporary suspension, we may reinstate your access and use of the Site. Notwithstanding anything in this section to the contrary, Dronelink's suspension of access to the Site is in addition to any other remedies that we may have under these Website Terms or otherwise, including but not limited to immediate termination of these Website Terms for cause. In the event of repeated violations of these Website Terms, Dronelink reserves the right to permanently disable your access to the Site and seek all remedies available at law and in equity.

Intellectual Property Infringement

Dronelink respects the intellectual property rights of others, and we ask you to do the same. Dronelink may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site for users who infringe the intellectual property rights of others. Dronelink reserves the right, in its sole discretion, to terminate the account or access of any user of Site or any customer for Dronelink services who is the subject or repeated notifications under the Digital Millennium Copyright Act, 17 U.S.C. §§ 101, 104, 104A, 108, 112, 114, 117, 701 ("**DMCA**") or other infringement notifications.

DMCA Notifications

If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide Dronelink's designated agent (provided below) the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit Dronelink to locate the material.
- Information reasonably sufficient to permit Dronelink to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Dronelink's designated agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

James McAndrew

support@dronelink.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to Dronelink designated agent that includes all of the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Dronelink may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Warranty Disclaimer

Your use of and access to the Site and the Site Content is at your sole risk. The Site and Site Content are provided for informational purposes only and on an "AS IS" and "AS AVAILBALE" basis without any express or implied warranty of any kind, including warranties of merchantability, non-infringement, or fitness for any particular purpose. Further, Dronelink makes no representations, warranties or guarantees as to the quality, suitability, truth, accuracy or completeness of the Site Content, or that the quality and reliability of thereof will meet your expectations or requirements, be virus-free, or perform error- and damage-free. You assume all risk and responsibility for any loss or damage whatsoever to your computer system, data and business arising out of your use of the Site and Site Content.

Limitation of Liability

You expressly understand and agree that Dronelink, its affiliates and its third-party licensors will not be liable to you for any loss or damage you may incur, including without limitation as a result of any reliance placed by you on the accuracy, completeness or suitability of the Site Content, or any changes to the Site or Site Content, or any temporary interruption or permanent cessation in the provision thereof, or, if applicable, your failure to backup any User Submissions.

To the full extent permitted by law, Dronelink, its affiliates and its third-party licensors are not liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages arising out of or in

connection with your use of or related to the Site or Site Content (including without limitation for loss of or damage to business, revenues, goodwill or data) even if Dronelink or such licensors have been previously advised of, or reasonably could have foreseen, the possibility of such damages, however they arise, whether in breach of contract, negligence or other tortious action.

Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, portions of the above limitation or exclusion may not apply to you.

Indemnification

You agree to indemnify and hold harmless Dronelink and its subsidiaries, affiliates, and third-party licensors, and each of their respective shareholders, officers, directors, agents, employees and representatives, from and against any claims and demands, including reasonable attorneys' fees, made by any third party arising from or relating to: (a) your use of and access to the Site or Site Content; (b) your User Submissions; or (c) your violation of these Website Terms. This indemnification obligation will survive any termination of these Website Terms.

Local Laws; Export Control

Dronelink controls and operates this Site from its headquarters in the United States of America. You acknowledge that the Site or Site Content may not be appropriate or available for use in other locations. If you use this Site outside the United States of America, you are responsible for complying with applicable local laws.

General Terms

These Website Terms and any other terms specifically agreed to and accepted by you in connection with any services provided by Dronelink constitute the entire agreement between you and Dronelink relating to your use of and accessing to the Site and the Site Content. Texas state law and U.S. federal law shall govern any action related to these Website Terms and your use of the Site and Site Content, without regard to any choice of law rules. In any dispute between you and Dronelink, you agree to submit to personal and exclusive jurisdiction of the courts located in Travis County, Texas, United States.

Contacting Dronelink

Please feel free to contact us if you have any questions about Dronelink's Website Terms. You may contact us at support@dronelink.com.