

Dronelink User Terms of Service

Last Updated: July 6, 2019

These User Terms of Use & Service (these “**User 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 any online or downloadable software application available via Dronelink’s website, located at <https://dronelink.com> and any associated websites linked thereto (including, without limitation, any linked API URLs) (collectively, the “**Site**”) or directly from Dronelink (collectively, the “**Application**”), and the services Dronelink provides via the Application (collectively, the Site, the Application and such services, the “**Service**”). Capitalized terms used below but not otherwise defined in these User Terms have the meaning set forth in the Dronelink [Customer Terms of Service](#).

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

1. **Customer; Authorized User.**

You are being asked to accept these User Terms because either (a) you have registered for a Customer Account on your own behalf or (b) an organization (e.g., your employer) or other third party that we refer to in these User Terms as “Customer” has invited you or otherwise authorized you to register for a User Account as an authorized user under Customer’s account (an “**Authorized User**”). As used in these User Terms, “**Customer**” refers to either you or such organization or third party, as applicable. These User Terms remain effective until Customer’s account with us terminates, until you terminate your User Account, or until your access to the Service has been terminated by Customer or by us. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms or the [Acceptable Use Policy](#) or [Privacy Policy](#).

2. **Customer Terms.**

If you have been invited to the Service by a Customer, that Customer has separately agreed to our [Customer Terms of Service](#) or entered into a written agreement with us (in either case, the “**Customer Terms**”) that permitted Customer to create an account with Dronelink and invite or otherwise authorize you and others to the Service as Authorized Users. The [Customer Terms](#) describe our obligations to the Customer with respect to the Service.

3. **User Account.**

- a. User Account Setup. By registering for a user account with Dronelink via the Service (your “**User Account**”), you hereby represent that all information provided by you in connection with such registration (“**User Information**”) is accurate, complete and up to date. You may change, correct or remove any User Information at any time by logging into your User Account via the Service. Dronelink may additionally provide you the ability to register for your User Account using your existing account with a Third-Party Site and to use your access credentials for such Third-Party Site account to authenticate your Dronelink User Account.
- b. User Account Security. You are exclusively responsible for maintaining the confidentiality of your username, password and other access credentials used to access your User Account, including your access credentials for any Third-Party Site that Dronelink permits you to use to access your Dronelink User Account (collectively, your “**User Access Credentials**”). You agree that you will not share, let others access or use, or do anything else that might jeopardize the security of your User Access Credentials. In the event that any of your User Access Credentials is lost or stolen or you become aware of any unauthorized use of the User Access Credentials, or of any other breach of security in relation to the Service, you agree to notify Dronelink, and if applicable Customer, immediately.

4. **User Submissions.**

- a. Ownership. If you have registered for your User Account on your own behalf, you will own any and all data, information or other content that you enter, transmit, submit or otherwise provide via the Service, such as comments, messages or files, that data, information or content (“**User Submissions**”). If you have been invited to the Service by a Customer, however, you acknowledge and agree that your User Submissions will be owned by that Customer and that the [Customer Terms](#) provide Customer with many choices and control over your User Submissions. For example, Customer may provision or deprovision access to the Service and manage your access and use permissions, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all of your User Submissions.
- b. Responsibility for User Submissions. YOU AGREE THAT, AS BETWEEN DRONELINK AND CUSTOMER, IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (i) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES REGARDING AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF YOUR USER SUBMISSIONS; (ii) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU THAT MAY BE NECESSARY FOR THE LAWFUL USE OF YOUR USER SUBMISSIONS; (iii) ENSURE THAT THE TRANSFER AND PROCESSING OF USER SUBMISSIONS UNDER THESE USER TERMS AND THE CUSTOMER TERMS IS LAWFUL; AND (iv) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU RELATING TO OR BASED ON YOUR USER SUBMISSIONS.
- c. Prohibited Content. You acknowledge that the Service 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 Service. You will ensure that your User Submissions do not constitute or contain any Prohibited Content.

- d. Data Backup. Dronelink will have no obligation to store, backup, archive or otherwise maintain any User Submissions. Dronelink hereby disclaims any and all liability to Customer or any third party for any LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF USER SUBMISSIONS.
- e. Data Security. Dronelink will maintain administrative, physical, and technical safeguards, at a level no less protective than those customary in the industry, including but limited to measures for preventing unauthorized access, use, modification, deletion and disclosure of User Submissions by Dronelink personnel. Before sharing User Submissions with any third-party service provider, Dronelink will ensure that such third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of, and preventing unauthorized access to, such User Submissions. Dronelink has no responsibility to maintain the security or protection of any User Submissions when not in Dronelink's possession or control.
- f. Privacy Policy. 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.

5. **Authority to Agree.**

To the extent prohibited by applicable law, the Service is not intended for and should not be used by anyone under the age of sixteen. By accepting these User Terms or otherwise accessing or using the Service, you represent that you are over the legal age and are the intended recipient of Customer's invitation to the Service. You may not access or use the Service for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

6. **Acceptable Use Policy.**

All Authorized Users (including you) must comply with our Acceptable Use Policy and remain vigilant in reporting, to Customer and to us, any behavior or content you become aware of that violates the Acceptable Use Policy.

7. **Third-Party Sites.**

The Service 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 Service 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 Service 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 Service, but it may appear that you are still within the Service. 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 is providing links to the Third-Party Sites to Customer 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 Service or the Dronelink Reports, or otherwise via the Service, 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.

8. No Warranties.

DRONELINK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICE, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. AS BETWEEN CUSTOMER AND DRONELINK, YOU AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (a) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES THAT MAY APPLY TO YOUR ACCESS AND USE OF THE SERVICE; (b) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU THAT ARE NECESSARY FOR YOUR LAWFUL USE OF THE SERVICES; AND (c) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU RELATING TO OR BASED ON THE SERVICE OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS.

9. Violations

If we believe that you have violated any of the these User Terms, the [Customer Terms](#), the [Acceptable Use Policy](#) or the [Privacy Policy](#) or any of our other policies that, in our judgment, may be remedied simply by Customer's removal of certain User Submissions or taking other action, we will, in most cases, ask Customer to take action rather than intervene ourselves. We may, however, take direct action that we deem appropriate (including disabling your User Account) if Customer does not take appropriate action or we believe that our intervention is required to avoid a credible risk of harm to us, the Service, other Authorized Users, or any third parties.

10. Limitation of Liability.

IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE AFFECTED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE [CUSTOMER TERMS](#)), YOU

WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THESE USER TERMS BY US IS ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

11. **Application of Consumer Law.**

In the event that you are both Customer and its Authorized User and have accepted the User Terms on behalf of yourself as an individual, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability under these User Terms is limited (at our option) to the replacement, repair or resupply of the Service or the pro-rata refund to you of any pre-paid fees paid to Dronelink by Customer in connection with the Service up to any date of termination of access thereto, if applicable.

12. **Electronic Communications.**

By registering for a Customer Account, Customer hereby consents to receiving electronic communications from Dronelink. These electronic communications may include notices about applicable Fees and other charges and certain transactional and other information concerning or related to the Services. Customer acknowledges that these electronic communications are necessary to Customer's relationship with Dronelink. Customer further agrees that any notices, agreements, disclosures or other communications that Dronelink sends Customer electronically will satisfy any communication requirements under applicable law or under the Agreement, including that such communications be in writing.

13. **General Provisions.**

- a. Notices. Except as otherwise set forth herein, all notices under these User Terms will be sent by e-mail, although we may instead choose to provide notice to Authorized Users through the Service. Notices to Dronelink should be sent to support@dronelink.com. A notice sent under these User Terms will be deemed to have been duly given (i) the day after it is sent, in the case of a notice sent through e-mail; and (b) the same day, in the case of a notice sent through the Service.
- b. Privacy Policy. Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of the Service.
- c. Modifications. As our business evolves, we may make changes to these User Terms. If we make a material change to these User Terms, we will provide you with notice prior to such change taking effect, in any manner deemed reasonable by us, in its reasonable discretion, based upon the nature of such change and its materiality, including, but not limited to, by e-mailing you at the e-mail address associated with your User Account or by messaging you through the Service. You can review the then-current version of the User Terms at any time by visiting this page and by visiting the then-current versions of the other pages that are referenced in these User Terms. The materially revised version of these User Terms will become effective on the date set forth in the notice provided to you, and all other changes will become effective upon posting of the revised User Terms. If you access or use the Service after the effective date of any revised terms and

conditions of a revised version of these User Terms, that use will constitute your acceptance of such revised terms and conditions.

- d. Waiver. No failure or delay by either party in exercising any right under the User Terms, including the [Acceptable Use Policy](#) and [Privacy Policy](#), will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.
- e. Severability. The User Terms, including the [Acceptable Use Policy](#) and [Privacy Policy](#), will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these User Terms will remain in effect.
- f. Assignment. You may not assign any of your rights or delegate your obligations under these User Terms, including the [Acceptable Use Policy](#) and [Privacy Policy](#), whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.
- g. Governing Law; Venue; Fees. These User Terms are governed by and will be construed in accordance with the state laws of the State of Texas and applicable U.S. federal law, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply these User Terms. Any legal suit, action, or proceeding arising out of or related to these User Terms or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the County of Travis, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and agrees that venue in such courts is proper. In any action or proceeding to enforce rights under these User Terms, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.
- h. Entire Agreement. These User Terms, including any terms incorporated by reference herein, constitute the entire agreement between you and Dronelink and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. In the event of any conflict or inconsistency between the provisions in these User Terms and any other terms and conditions, agreements or policies incorporated by reference in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the [Customer Terms](#) and these User Terms, the terms of the [Customer Terms](#) will first prevail, followed by the provisions in these User Terms, and then followed by the other terms incorporated by reference herein (g., the [Acceptable Use Policy](#) and [Privacy Policy](#)). Customer will be responsible for notifying you of those conflicts or inconsistencies and, until such time, all terms of these User Terms will remain binding upon you.
- i. Survival. [Sections 4, 8, 9, and 11](#) through [14](#) will survive any termination or expiration of these User Terms.

Contacting Dronelink

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