

TERMS AND CONDITIONS OF USE (Apollo Drone Services)

DRONE MAJOR LIMITED

1. OUR DETAILS

1.1 This website is owned and operated by Apollo Drone Services which is a service of Drone Major Limited, a limited company registered in England and Wales under company number 10395610 whose registered address is at 3rd Floor, 45 Albemarle Street, Mayfair, United Kingdom, W1S 4JL (“we”, “our”).

1.2 You can contact us:

1.2.1 by using our website contact form;

1.2.2 by email, using the contact details published on the Contact page of our website from time to time.

2. INTRODUCTION

2.1 These terms and conditions of use (the “Terms”) shall govern your use of our website.

2.2 By using our website, you accept these Terms in full; accordingly, if you disagree with these Terms or any part of these Terms, you must not use our website.

2.3 You must be at least 18 years of age to use our website; by using our website or agreeing to these Terms, you warrant and represent to us that you are at least 18 years of age.

2.4 These Terms refer to the following additional terms, which also apply to your use of our website:

2.4.1 Our Privacy Notice which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing, and you warrant that all data provided by you is accurate.

2.4.2 Our Cookie Notice, which sets out information about the cookies used on our website.

2.5 You are responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and other applicable terms and that they comply with them.

2.6 You must use all reasonable care and skill in performing your obligations under these Terms.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 We, or our licensors, own and control all the copyright and other intellectual property rights in our website and the material published on our website and all the copyright and

other intellectual property rights in our website and the material published on our website are protected by copyright laws and treaties around the world and all such rights are reserved.

3.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading and that you own the license or right to publish such information.

4. LICENCE TO USE WEBSITE

4.1 You may:

4.1.1 view pages from our website in a web browser;

4.1.2 download pages from our website for caching in a web browser;

4.1.3 print pages from our website; and

4.1.4 Stream audio and video files from our website subject to the other provisions of these Terms.

4.2 Except as expressly permitted by Section 4.1 or the other provisions of these Terms, you must not download any material from our website or save any such material to your computer.

4.3 You may only use our website for your own personal purposes, and you may draw the attention of others within your organisation to content posted on our website. You must not use our website for any other purposes.

4.4 You must not edit or otherwise modify the paper or digital copies of any material on our website.

4.5 Unless you own or control the relevant rights in the material, you must not:

4.5.1 republish material from our website (including republication on another website);

4.5.2 sell, rent or sub-license material from our website;

4.5.3 show any material from our website in public;

4.5.4 exploit material from our website for a commercial purpose; or

4.5.5 redistribute material from our website.

4.6 Notwithstanding Section 4.5, you may redistribute brochures marked as 'For Distribution' in print and electronic form to any person.

4.7 Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.

4.8 You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

4.9 If you print off, copy or download any part of our website in breach of these Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4.10 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. ACCEPTABLE USE OF OUR WEBSITE

5.1 You must use the website for lawful and proper purposes as described in these Terms only and shall, in any event, comply with all relevant laws, regulations and codes of practice within the UK or other jurisdiction from which you access the website.

5.2 In particular, you must not:

5.2.1 use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;

5.2.2 use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

5.2.3 conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;

5.2.4 access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;

5.2.5 violate the directives set out in the robots.txt file for our website;

5.2.6 Use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2.7 Use data collected from our website to contact individuals, companies or other persons or entities.

5.2.8 post, transmit or disseminate any information on or via the website, which is or may be harmful, obscene, defamatory or otherwise illegal; or

5.2.9 Use the website in a manner which causes or may cause an infringement of the rights of any other.

6. LIMITED WARRANTIES

6.1 The content on our website is provided for general information only. It is not intended to amount to advice on which you should solely rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

6.2 Although we make reasonable efforts to update the information on our website, we do not guarantee, warrant or represent:

6.2.1 the completeness or accuracy of the information published on our website;

6.2.2 that the material on the website is up to date; or

6.2.3 that the website or any content or service on the website will remain available or be uninterrupted.

6.3 Our website is made available free of charge. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website or any part of our website at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these Terms, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

6.4 To the maximum extent permitted by applicable law, we exclude all conditions, representations, warranties or other terms relating to the subject matter of these Terms, our website and the use and/or membership of our website, whether express or implied.

7. LIMITATIONS AND EXCLUSIONS OF LIABILITY

7.1 Nothing in these Terms will limit or exclude our liability:

7.1.1 for death or personal injury resulting from our negligence;

7.1.2 for fraud or fraudulent misrepresentation; or

7.1.3 for any other liability that cannot be excluded or limited by English law.

7.2 The limitations and exclusions of liability set out in this Section 11 and elsewhere in these Terms:

7.2.1 are subject to Section 7.1; and

7.2.2 govern all liabilities arising under these Terms or relating to the subject matter of these Terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms.

7.3 We will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

7.3.1 use of, or inability to use, our website; or

7.3.2 use of or reliance on any content displayed on our website.

7.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill, loss or corruption of any data, database or software, or any special, indirect or consequential loss or damage.

7.5 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these Terms (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

8. BREACH OF THESE TERMS

12.1 Without prejudice to our other rights under these Terms, if you breach these Terms in any way, or if we reasonably suspect that you have breached these Terms in any way, we may:

8.1.1 send you one or more formal warnings;

8.1.2 temporarily suspend your access to our website;

8.1.3 permanently prohibit you from accessing our website;

8.1.4 block computers using your IP address from accessing our website;

8.1.5 contact any or all of your internet service providers and request that they block your access to our website;

8.1.6 commence legal action against you, whether for breach of contract or otherwise; and/or

8.1.7 suspend or delete your account on our website.

12.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

9. VIRUSES

9.1 We do not guarantee that our website will be secure or free from bugs or viruses.

9.2 You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

9.3 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

10. NO RESPONSIBILITY FOR WEBSITES WE LINK TO

10.1 Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

10.2 We have no control over the contents or resources of those sites.

10.3 You must refer to the terms and conditions of these third-party websites when accessing them.

11. LINKING TO OUR WEBSITE

11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

11.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

11.3 Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page.

11.4 We reserve the right to withdraw linking permission without notice.

11.5 If you wish to link to or make any use of content on our website other than that set out above, please contact info@apolldrone.services.co.uk

12. CHANGES TO OUR WEBSITE

12.1 We may update our website from time to time and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it.

12.2 We do not guarantee that our website, or any content on it, will be free from errors or omissions.

13. ASSIGNMENT

13.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms.

13.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms.

14. SEVERABILITY

14.1 If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

14.2 If any unlawful and/or unenforceable provision of these Terms would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. THIRD-PARTY RIGHTS

15.1 No part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

16. DATA PROTECTION

16.1 When using and accessing the system, you shall comply with the Data Protection Act 2018 and all relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner and it shall not do or cause or permit to be done anything which may cause or otherwise result in a breach by you of the same.

16.2 We will collect, hold and use personal data obtained from and about you to facilitate the services provided to you, and you agree to such data being collected, held and used in accordance with these Terms and its obligations under the Data Protection Act 2018.

17. LAW AND JURISDICTION

17.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

17.2 If you are a business, we both agree that any disputes relating to these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

17.3 If you are a consumer, you and we both agree that the courts of England and Wales will have exclusive jurisdiction.