

**WWW.LAUNCHUAS.COM**  
**TERMS OF USE AGREEMENT**  
Effective Date - May 2017

This website (as available at [www.launchuas.com](http://www.launchuas.com)) and its associated services and content (collectively “Website”) is owned and operated by Launch Unmanned Aircraft Systems LLC (“Launch UAS™ LLC”). Launch UAS has adopted this Terms of Use Agreement (“Agreement”) to inform you of your rights and duties when using the Website. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Website and must discontinue your use immediately.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING, PAYING FOR, OR USING THE WEBSITE. BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

LAUNCH UAS MAY FROM TIME TO TIME, AND RESERVE THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THE WEBSITE OR THIS AGREEMENT. IN THE EVENT LAUNCH UAS MODIFIES, LIMITS, CHANGES, OR REPLACES THE WEBSITE OR THIS AGREEMENT, YOUR USE OF THE WEBSITE AFTER SAID MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT.

## **1. About the Website**

Launch UAS is a:

- a.  FAA-Certified Drone/UAV/UAS Operator;
- b.  FAA-Certified Drone/UAV/UAS Pilot;
- c.  Drone/UAV/UAS Content Provider

that provides services to a variety of users relating to the use of unmanned aerial vehicles or systems (“UAV’s”, “UAS’s”) (also referred to herein as “Drones”). Specifically, Launch UAS provides services relating to:

- a.  Photography;
- b.  Videography;
- c.  Data Collection;
- d.  Aerial Mapping;

- e.  Aerial Cinematography;
- f.  3D Modeling;
- g.  Drone Pilot Training Courses, Curriculum, and/or Content;
- h.  Community Forums/Blogs;
- i.  FAA Regulatory Compliance and Reporting;
- j.  Aerial Infrared Analysis, also referred to as Thermography

Launch UAS operates and provides services through its Website under:

- a.  FAA Part 107 Regulations, waivers, and permissions;
- b.  Section 333 Exemptions;
- c.  Drone/UAV/UAS Content Provider;

It is not Launch UAS's intention to provide any:

- a.  Advice;
- b.  Opinions;
- c.  Recommendations;

regarding drones or the UAV/UAS industry. Rather, the Website, its services, and related content on the Website is for informational and research purposes only. If you need legal advice for a specific issue, Launch UAS urges you to consult with a licensed attorney. Nothing contained on the Website is intended to substitute for legal advice from a qualified, licensed attorney.

The information on the Website should not be considered complete or up to date. You agree to hold Launch UAS harmless for any errors, omissions, or misrepresentations contained within the Website's content. Your reliance upon any information provided by Launch UAS, Launch UAS's employee, other appearing on the Website at invitation by Launch UAS, or other visitors or users of the Website is solely at your own risk.

## **2. Warranties and Representations**

You warrant and agree that you have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions. You warrant that you are a human individual that is eighteen (18) years of age or older. If you are under eighteen (18) years of age but at least thirteen (13) years of age, you must present this Agreement to your parent or legal guardian for their review. You warrant that you are not prohibited from assenting to this Agreement by any preexisting Agreement.

You warrant and represent that any and all information that you provide to Launch UAS and the Website is accurate and valid. You shall be solely responsible for your own content and the consequences of submitting and publishing your content on the Website. You represent and warrant that you own or have the necessary licenses, rights, and permissions to publish content you submit to the Website. You agree to comply in good faith with the terms of this Agreement.

You will not use the Website in any way that violates the rights of third parties, and you agree to comply with any and all applicable local, national, state, provincial, and international laws, treaties, and regulations. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Website. The Website is operated in the United States and Launch UAS makes no representation that its Website or services or products are appropriate, lawful, or available for use in other locations.

Launch UAS represents that it has obtained all required FAA approvals for the services offered and provided through the Website and maintains general liability insurance for bodily injury and property damage with an aggregate minimum limit of \$1,000,000 Dollars (\$100,000.00 per occurrence).

### **3. Ownership of Website and License**

Excluding your content, you acknowledge and agree that Launch UAS is the owner of, or has rights in and to, the Website and its associated content, including but not limited to all intellectual property rights inherent therein. The Website is protected by all applicable laws, intellectual property or otherwise, and you are expressly prohibited from using the Website for any purposes not explicitly stated in this Agreement. Specifically, and except where otherwise allowed under this Agreement, you are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Website, whether in whole or in part, without the prior written consent of Launch UAS.

Launch UAS hereby grants you a limited, non-exclusive, non sub-licensable, royalty free, non-assignable, and revocable license to use the Website for its customary and intended purposes. If you download software, or data, from the Website, the software or data, including all files and images contained in or generated by the software, and accompanying data are deemed to be licensed

to you by Launch UAS, for your personal, non-commercial use only. Violation of the terms of this Agreement or use of the Website for a use outside of its customary and intended purposes, such as, but not limited to downloading (other than page caching) or modifying the Website or any portion of it will result in the termination of this license. Absent prior written permission from Launch UAS, you are not permitted to reproduce, prepare derivative works, distribute copies, perform, display, or use for commercial purposes the Website or its content. This license is revocable at any time, and any rights not expressly granted herein are reserved to Launch UAS.

#### **4. Intellectual Property**

All trademarks (common law or registered) and copyrights (common law or registered) displayed on this Website are the property of their respective owners. Specially, all Launch UAS marks are the property of Launch UAS, including, but not limited to Launch Unmanned Aerial Systems™, Launch UAS™, Taking Inspection to New Heights™ and all Launch UAS logos. The Website, including its look and feel, color selections, layout, and arrangement, is the trade dress of Launch UAS. You are prohibited from using Launch UAS's trademarks, service marks, and trade dress, or any colorable imitation thereof, to indicate the source of, sponsorship of, approval of, affiliation with, connection with, or association with your goods or services without the prior written consent of Launch UAS. In addition, you are prohibited from using any and all images, videos, graphics, data, and data output, digital or otherwise, including, without limitation, maps, photographs, and videos created and/or generated by Launch UAS through, or related to, the use of the Website and its services.

#### **5. Your Content**

You retain full ownership rights to any content you post, upload and/or submit to the Website, including, but not limited to, images, photographs, videos, and text. You understand that Launch UAS does not guarantee the confidentiality of any content submitted to the Website and other users may view such content.

By submitting content to the Website, you hereby grant Launch UAS and its affiliates, officers, directors, employee, consultants, agents, representatives, and licensees a limited, irrevocable, worldwide, perpetual, non-exclusive, royalty free, sub-licensable, and transferable license to use, reproduce, transmit, publicly display, distribute, edit, and make available for any purpose

regardless of the form or medium. Specifically, Launch UAS may display your content in any order or orientation on the Website. You understand and agree that the above license granted to Launch UAS terminates within a commercially reasonable time after your content is removed or deleted from the Website. Also, you understand and agree that Launch UAS may (but is not obligated to) keep archives of your content for the purpose of maintaining business records of Launch UAS and preserving evidence of its Website activity.

Further, you agree that the content submitted to the Website will not contain third party copyrighted material, or material subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the content and to grant Launch UAS all of the license rights granted herein.

## **6. Account Registration; Payment; Termination**

A. Account Registration: If it is necessary to create an account and user profile to access services through the Website, provide details of how account is created

- a.  Services accessed through the account:
  - 1) Launch UAS Newsletter
  - 2) Launch UAS Cloud
  - 3) Launch UAS Network
  
- b.  Types of accounts:
  - 1) Launch UAS News Letter - Site visitors and clients can choose to sign-up and be added to the Launch UAS newsletter mailing list.
  - 2) Launch UAS Cloud - Clients provide data to set-up a personal access portal to the products provided by Launch UAS
  - 3) Launch UAS Network - Individuals can choose to enter their information and apply to fly for Launch UAS.
  
- c.  Information to be provided to register an account and/or create a user profile:
  - 1) Launch UAS Newsletter - Email Address
  - 2) Launch UAS Cloud - First Name, Last Name, Email Address, Office Telephone Number, Cell Phone Number, Office Address, Inspected Asset Address, Approximate Size of Inspected Asset.

3) Launch UAS Network - First Name, Last Name, Email Address, Telephone Number, Home Address, FAA Part 107 Certification.

Upon registration, you agree to review Launch UAS Privacy Policy, which is incorporated into this Agreement by reference, regarding the collection and use of this and other information about you. Launch UAS does not endorse you or discriminate based upon any information provided by you or made available for population of your user profile.

B. Payment: Clients are required to pay to obtain access to specific goods or services offered through the Website, see below:

- a.  What products and/or services require payment?:  
Launch UAS Cloud Access - A client user profile is created when the Launch UAS Master Service Agreement is accepted.
  
- b.  Payment structure for use of Website:
  - a.  Monthly subscription;
  - b.  Annual subscription;
  - c.  One-time upfront fee;
  - d.  Other:  
Launch UAS Cloud Access - Payment structure is defined in the Launch UAS Master Service Agreement.

All costs and fees are quoted and payable in United States Dollars and are subject to change. Payment is processed through a third-party payment processor, such as Zoho, WePay or PayPal. It is your sole responsibility to review and comply with all Terms and Policies of any third parties. You agree to pay all applicable taxes, duties, levies or charges imposed by any governmental entity anywhere in the world. You understand and agree that Launch UAS will not be held liable for any user's failure to use the services or to complete a transaction entered into through the Website.

You have a duty to ensure that the information that you provide through your account is truthful, current, complete, and accurate. You understand and agree that you have an ongoing duty to update and keep current the information provided through your account if and when that information changes. You are expressly prohibited from creating an account that impersonates another person, contains offensive or obscene language, or otherwise violates the rights of a third

party. You expressly agree that you will not use your account to interfere with or disrupt a third party's enjoyment and use of the Website. Launch UAS reserves the right to restrict access to, monitor, suspend, disable, or delete your account at any time, in its sole discretion, and without prior warning.

Launch UAS may change any terms and conditions regarding your use of the Website at any time. Your use of the Website shall constitute acceptance of any changes made to this Agreement.

If you cancel your account or stop using Launch UAS's products or services, Launch UAS is under no obligation to preserve your data for any length of time and will not be responsible for any loss of data. Launch UAS is under no obligation to provide you with the data associated with your account and/or user profile(s) after cancelation of your account, except as otherwise provided in the Privacy Policy. Launch UAS recommends that you maintain your own backup of account and user profile data.

You agree to keep your account secure from unauthorized access. You will log in using your account password. You should not reveal your password to others. You agree that you alone are responsible for your account and all associated user profiles. You accept full responsibility for any and all use of your account, whether authorized or unauthorized. In the case of unauthorized access to your account, you agree to contact Launch UAS immediately. You agree to hold harmless and indemnify Launch UAS for any damages that arise out of or in relationship to the use of your account.

By creating an account and/or providing your email address, you agree that Launch UAS, and its designees and agents, may contact you by any available means, including, but not limited to, by email.

## **7. Prohibited Uses**

You agree that you will not use the Website to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Website.

Specifically, you are prohibited from, without limitation:

- 1) Transmitting unsolicited commercial email messages, or spam, through the Website or to users of the Website;
- 2) Suggesting an affiliation with or endorsement by Launch UAS;

- 3) Providing material that exploits people under the age of 18 in a sexual or violent way or otherwise attempting to solicit information from anyone under the age of 18;
- 4) Promoting an illegal or unauthorized copy of another person's copyright protected work, in whatever form, including providing pirated computer programs or software or links to them, or providing information to circumvent copyright protected notices or devices;
- 5) Imposing a disproportionate load on the Website or its server infrastructure or otherwise attempting to interfere with the operation of the Website;
- 6) Circumventing Launch UAS's technological or security protection mechanisms;
- 7) Using a script, robot, spider, scraper, or other automated technology to access the Website;
- 8) Attempting to gain access to the private data or personal information of a user of the Website or a third party;
- 9) Posting or transmitting content intended to collect personal or personally identifiable information from users of the Website or third parties;
- 10) Harassing and/or stalking a third party through your use of the Website;
- 11) Impersonating another or creating multiple alias accounts;
- 12) Using the Website in furtherance of any unlawful sexual solicitation;
- 13) Posting or transmitting content that threatens or encourages bodily harm or the destruction of property;
- 14) Posting or transmitting content that infringes upon the intellectual property rights or other personal or proprietary rights of other users of the Website or third parties;
- 15) Posting or transmitting content that is inaccurate, false, misleading, offensive, derogatory, obscene, profane, sexually oriented, racially offensive, or otherwise harmful;
- 16) Posting or transmitting content that incites any illegal activity;
- 17) Posting or transmitting content that constitutes fraud, an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter; or
- 18) Posting or transmitting content that violates any term or condition of this Agreement.

Your violation of any term or condition of this section may result in the immediate termination of your registration account and profile and the disabling of your access to the Website.



## **8. Section 230 of Communications Decency Act**

You acknowledge and agree that Launch UAS is an interactive computer service provider under Section 230 of the Communications Decency Act. Though Launch UAS may edit, remove, or control the content displayed through the Website, you agree that Launch UAS will not be considered an information content provider and will not be held liable for the republication of defamatory or tortious content created by third parties, whether through the Website or otherwise.

## **9. Third Party Links**

You understand that the Website may contain links to third party websites, applications, or services that Launch UAS does not own or control. You agree that Launch UAS will not be held responsible or liable for the content of third party websites, applications, or services and that Launch UAS's inclusion of those websites, applications, or services within its Website does not constitute Launch UAS's endorsement of or recommendation of any of those websites, applications, or services.

## **10. No Endorsement**

Launch UAS does not endorse or recommend any commercial product, process, or service. The views and opinions of users, contributors, and others expressed on this Website do not necessarily state or reflect those of Launch UAS and are not intended to be used for advertising or product endorsement purposes.

## **11. Term and Termination**

This Agreement will remain in full force and effect so long as the Website is in operation. Launch UAS may terminate this Agreement without liability at any time, without notice, and for any reason, including but not limited to for your violation of a term or condition of this Agreement. Any breach of your payment obligations or unauthorized use of the Website, content, or services will be deemed a material breach of this Agreement. You agree and acknowledge that Launch UAS has no obligation to retain your content, and may delete your content, if you have materially breached this Agreement, and such breach has not been cured within fifteen (15) days of notice of such breach.

## **12. Disclaimer of Warranties**

LAUNCH UAS DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR SERVICES OR PRODUCTS PURCHASED THROUGH THE WEBSITE. LAUNCH UAS PROVIDES THE WEBSITE AND THE SERVICES AND PRODUCTS PROVIDED THROUGH THE WEBSITE ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

LAUNCH UAS WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY CONTENT POSTED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ADVICE OR MARKETING PROVIDED BY ANY THIRD PARTY, ANY THIRD PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. LAUNCH UAS IS A SERVICE PROVIDER AND DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DESTRUCTION OF IDENTITY, UNAUTHORIZED ACCESS TO AN ACCOUNT, OR ALTERATION THEREOF. LAUNCH UAS RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.

LAUNCH UAS WILL NOT BE HELD LIABLE FOR NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURE, DELAYS, OR DIFFICULTIES WITH THE WEBSITE AT ANY TIME.

### **13. Limitation of Liability**

LAUNCH UAS WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE WEBSITE OR YOUR USE OF PRODUCTS OR SERVICES OFFERED THROUGH THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNATIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE MAXIMUM AMOUNT THAT LAUNCH UAS CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID, IF ANY, FOR SERVICES PURCHASED THROUGH THE WEBSITE, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO LAUNCH UAS, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.

FURTHER, LAUNCH UAS WILL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PRODUCTS OR SERVICES OFFERED THROUGH THE WEBSITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

#### **14. Indemnification**

You agree to hold harmless, indemnify, and defend Launch UAS, its officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind, including, but not limited to, property damage, infringement, personal injury, and death, that either directly or indirectly arise out of or are related to your use of the Website, your use or provision of any services or products purchased through the Website, your reliance upon advice provided through the Website, your violation of any term or condition of this Agreement, your violation of any applicable law, statute, ordinance, regulation, or treaty, whether local, state, national, or international, or your violation of the rights of a third party.

Your obligation to defend Launch UAS under the terms of this Agreement will not provide you with the right to control Launch UAS's defense, and Launch UAS reserves the right to control its defense and choose its counsel regardless of your contractual requirement to indemnify Launch UAS.

#### **15. Assignment**

You acknowledge and agree that you are prohibited from assigning your rights and obligations under this Agreement. Launch UAS may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the Website.

#### **16. Resolution of Disputes and Governing Law**

This Agreement will be interpreted under and governed by the laws of the State of Texas without giving effect to any conflicts of laws principles. You agree that any claim or dispute that you may have against Launch UAS or the Website will be exclusively resolved through arbitration.

YOU AND LAUNCH UAS AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR THE PURCHASE OF PRODUCTS OR SERVICES FROM LAUNCH UAS, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN TEXAS AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE STATE OF TEXAS AND THE FEDERAL LAWS OF THE UNITED STATES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND LAUNCH UAS, AGREE THAT THE SITUS OF THIS AGREEMENT IS IN THE STATE OF TEXAS. YOU AND LAUNCH UAS AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

### **Severability**

If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

### **Integration**

Launch UAS hereby incorporates its Privacy Policy into this Agreement. This Agreement and its incorporated Privacy Policy constitutes the entire agreement between the parties with respect to the use of the Website and its associated services and products. You acknowledge and agree that any additional provisions that may appear in any communication from you will not bind Launch UAS.

### **No Waiver**

You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

### **Child Online Privacy Protection Act**

The Website is not directed to persons under the age of eighteen (18) and Launch UAS will not knowingly collect personally identifiable information from children under the age of eighteen (18). If Launch UAS inadvertently collects such personally identifiable information, Launch UAS will delete the personally identifiable information in accordance with its security protocols.

### **Limitation On Actions**

LAUNCH UAS AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY SERVICES PURCHASED THROUGH THE WEBSITE MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

### **Reservation of Rights**

All rights not expressly granted herein are reserved to Launch UAS.

### **Privacy Policy**

Launch UAS hereby incorporates its Privacy Policy to these Terms of Use.

### **Notice**

Any notice required by this Agreement must be in writing, and must be mailed by certified mail with return receipt requested to:

Launch UAS LLC  
PO Box 941180  
Houston, TX, 77079

A copy of any such notice must be emailed to [info@launchuas.com](mailto:info@launchuas.com) but email notice alone shall not comply with the notice requirements of this Agreement.