

FLYSTRO - TERMS AND CONDITIONS

The terms and conditions stated herein (collectively the "**Agreement**") constitute a legal agreement between you and Flystro Inc., a Canadian corporation (the "**Company**" or "**We**" or "**Flystro**"). In order to use the Website or the Application (as defined below) you must agree to the terms and conditions that are set out below. You further acknowledge and agree that you have read and understand the Company's Privacy Policy available at <http://flystro.com/wp-content/uploads/2015/10/Terms-and-Conditions.pdf> (the "**Privacy Policy**"). The Privacy Policy, which applies to your use of the Website and the Application, is hereby incorporated into this Agreement.

The Company may make modifications, deletions and/or additions to this Agreement ("**Changes**") at any time. Changes will be effective: (i) thirty (30) days after the Company provides notice of the Changes, whether such notice is provided through the Website or Application user interface, is sent to the email address associated with your account (if applicable) or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first. Please note that the last update was performed on 12 August, 2015. If the modified terms are not acceptable, please do not access or use the Website or Application.

1. Defined Terms

"**Application**" means the mobile and web applications of the Company;

"**Client**" means a User using the Website or Application to purchase services;

"**Flystro Platform**" means the Website, the Application and any payment processing system used by them;

"**Content**" means any content you post on the Website or the Application, including but not limited to text, graphics, images, video, information, links or other materials, but excluding any Work Product (as defined below);

"**Operator**" means any User offering services on the Website or Application;

"**Service Contract**" means a contract for services between a Client and an Operator;

"**User**" means a person who accesses the Website or the Application;

"**Website**" means www.flystro.com; and

"**Work Product**" means the images, videos, maps and other media created by an Operator while performing a Service Contract and exchanged privately between the Operator and the Client.

2. Overview

Through the Website and the Application, Flystro offers a platform connecting drone Operators and Clients all over the world. Using our service, Clients can define and post missions, manage payments and receive photos and videos from drone Operators. Operators post profile links and apply to jobs. If a Client accepts an Operator's job application, a Service Contract is formed directly between such Client and the Operator subject to the terms specified in Section 6 (Service Contract Terms Between Client and Operator).

In order to make use of the full functionality of the Website and the Application, a User must login by creating an account with their email address, with Facebook, with Twitter or with any other method that may be approved by the Flystro.

3. Representations and Warranties by User

By using the Website or Application, you expressly represent and warrant that you are legally entitled to enter into this Agreement. If you reside in a jurisdiction which restricts the use of the Website or Application because of age, or restricts the ability to enter into agreements such as this one due to age, you must abide by such age limits and you must not use the Website or Application. Without limiting the foregoing, the Website and Application is not available to persons under the age of 18. By using the Website or Application, you represent and warrant that you are at least 18 years old. By using the Website or Application, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. When using the Website or Application, you agree to comply with all applicable laws of the nation, the country, state, province and city in which you are present while using the Website or Application.

By using the Website or Application, you agree that:

- You will only use the Website and Application for lawful purposes. You will not use the Website or Application for any illegal or immoral purposes, including but not limited to pornography, illegal surveillance, voyeurism, drug-related activities, gambling or prostitution, or any other purpose that is immoral or reasonably likely to reflect negatively on the Company.
- You will not use the Website or Application for sending or storing any unlawful material or for fraudulent purposes.
- You will not use the Website or Application to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious

Content, including Content harmful to children or violative of third party privacy rights and Content that could be considered as sexual or psychological harassment or of a discriminatory nature.

- You will not operate a drone without authorization, or where it is unauthorized to do so (for example, by operating it without a license where a license is required to do so, or by operating it in restricted or prohibited airspace), nor cause any of the above to occur. If you are an Operator, you hereby represent and warrant that you have all necessary authorization to operate a drone.
- You will not impair the proper operation of the Website or Application.
- You will not try to harm the Website, the Application, another User, or the Company in any way whatsoever.
- You will not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Website or Application in any way, save as permitted herein; (ii) modify or make derivative works based upon the Website or Application; (iii) create Internet "links" to, or "frame" or "mirror" the Website or Application on any other server or wireless or Internet-based device; (iv) reverse engineer the Website or Application, or access the Website or Application in order to (a) build a competitive product or service, (b) build a product using similar ideas, features or functions as the Website or Application, or (c) copy any ideas, features or functions of the Website or Application, or (v) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Website or Application.
- You will not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Website or Application or the data contained therein; or (iv) attempt to gain or to permit others to gain unauthorized access to the Website or Application or its related systems or networks.
- You will respect the Website and Application and other Users when posting Content on the Website or the Application. When submitting

Content to or otherwise using the Website or Application, you agree not to post or transmit to or from the Website or Application: (i) any unlawful, hateful, racially or ethnically offensive, threatening, libelous, defamatory, obscene, pornographic, or other Content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any Content that infringes, misappropriates or violates any third party rights, including but not limited to copyright, trademark, patent right or other proprietary right of any third party; (iii) any falsehoods or misrepresentations that could damage us, our users or any third party; (iv) any private information concerning another person, such as their address, phone number, email address, and similar information without their permission; (v) anything which impersonates another person or represents yourself as affiliated with us, our staff or other industry professionals; (vi) anything which solicits a user's password or other account information; (vii) anything which harvests user names, addresses, or email addresses for any purpose; and (viii) any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems. The above list is an example only and is not intended to be complete or exclusive.

- You are solely responsible for all Content that you make available through the Website or Application. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Content that you make available through the Website or Application or you have all rights, licenses, consents and releases that are necessary to make use of the Content on the Website or the Application; and (ii) neither the Content nor your posting, uploading, publication, submission or transmittal of the Content or Company's (or other Users) use of the Content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Further, you do hereby acknowledge that all Content you post may be viewed, used, reproduced, modified or otherwise dealt with by all Users or others, without any compensation to you.

You do hereby acknowledge that: (i) even if you post Content anonymously, you and such posted Content shall remain subject to the terms and conditions set forth herein; and (ii) the Company makes no representations and warranties regarding the length of time Content will be viewable or available on the Website or the Application, and you do hereby expressly acknowledge that the Company has no obligation to ensure that the Content is viewable or available for any specific length of time.

You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of Content to the Website or the Application

If you believe that any Content infringes any copyright that you own or control, please advise the Company immediately at info@flystro.com.

It is very important to note that the Website and Application are not moderated, and Content is not vetted. Additionally, all Content on the Application or the Website is being provided “as-is, where-is”, without any representations or warranties whatsoever by the Company. Company will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Company may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement. You acknowledge that Company has no obligation to monitor your access to or use of the Website, the Application, the Service Contracts or the Content or to review or edit any Content, but has the right to do so for the purpose of operating the Website and the Application, to ensure your compliance with this Agreement and any Service Contract, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Company reserves the right, at any time and without prior notice, to remove or disable access by a User to the Website or the Application at the Company’s sole discretion, for any reason, including without limitation if Company considers a User to be in violation of this Agreement. We ask that you report any abuses to the Company at info@flystro.com.

4. Job Postings and Applications

All jobs posted to Flystro must be in English or French and not contain any information enabling or requesting contact or payment outside of the Flystro Website or Application. Job postings must be of a professional nature and accurately describe the services requested. They should be free of offensive language or advertisements for other products or services. Job postings may not request any service that is illegal or immoral.

All information provided in a job application must be true, accurate and complete. Flystro reserves the right (but has no obligation) to verify any and all information provided on a User's profile or job application. By applying to a job, the Operator is attesting that he/she/it has the equipment, skills and ability to perform the requested Services by the deadline stated in the job posting. Flystro does not verify the skill or ability of the Operator.

Clients agree to respond promptly to communications with and requests for information from the Operator.

The Operator is responsible for providing all tools, equipment and resources necessary to complete the Contract, unless explicitly stated in advance by the Client. Operators agree to respond to all Client communications and requests for information within one business day. If the Operator will be unable to meet this requirement due to an absence, he is expected to notify the Client at least one week prior, unless such absence would result in the Operator being unable to respect any deadline set by the Client. After the completion of a Contract, the Operator can provide timely, honest and objective feedback on the Client.

5. Billing and Payments

Obligation to Pay. Operators agree that there is no guarantee of payment. Subject to the dispute resolution process contained in this Section, Clients may determine, acting reasonably, whether an Operator has completed a Service Contract and whether to pay the Operator. Client shall make all payments relating to, or in any way connected with, a Service Contract (including, without limitation, bonuses) through the Flystro Platform. Any action that encourages or solicits complete or partial payment outside of the Flystro Platform is a violation of this Agreement. Should a Client be found in violation of this section of this Agreement, it will owe Flystro fees equal to the greater of a) \$1,500; or b) the applicable fees had the payments been processed through the Flystro Platform plus 18%. Client shall immediately notify Flystro if an Operator requests that Client make a payment directly to it or through any channels other than those provided or specified by Flystro. Operator shall not accept any payments relating to a Service Contract (including, without limitation, bonuses) from a Client directly or through any payment channels other than the Flystro Platform. Operator shall immediately notify Flystro if a Client attempts to make a payment to Operator directly or through any payment channels other than those provided or specified by Flystro.

Flystro's Obligations. Each Operator must properly discharge and credit its Client for all payments Flystro receives from such Client. Each User understands and agrees that:

- The transmission of funds in the manner described herein is not a separate and discrete service that Flystro provides in addition to its Flystro Platform services. Rather, transmission of funds in an auditable manner is an integral part of the Flystro Platform services that Flystro is providing.
- Flystro acts as agent of the Operator and not as a trustee or fiduciary with respect to payments received through Flystro. The duties of Flystro as agent shall be entirely administrative and not discretionary, save as expressly set forth herein.
- Flystro does not hold any funds in escrow pending payment. Flystro verifies Clients' credit card information [when they post a job] and then

uses a third-party payment processor when the Client accepts the Work Product to charge the Client's card for the Operator's fee and Flystro's fee.

- In the event of any dispute regarding the amounts held by Flystro, Flystro shall have the right (in addition to all other rights it may have) to deposit all funds held pursuant to this Agreement into the courts of Quebec.
- Additionally, in the event that Client and Operator cannot agree upon whether a Service Contract has been completed, and one of such parties advises Flystro that there is a dispute in that regard, then Flystro may determine if the Service Contract has been substantially completed and release the amounts it holds to either of Client and Operator, as it deems appropriate, in its sole and absolute discretion, and without any liability of Flystro to any party whatsoever. Client and Operator do hereby irrevocably authorize Flystro to determine whether the Service Contract has been completed, and to release payment to the Operator as it so determines.

Failure to Pay Service Contract Amounts. If Client fails to pay amounts due under this Agreement or a Service Contract, whether by cancelling Client's credit card, initiating an improper chargeback, or any other means, any work-in-progress will be stopped. Without limiting other available remedies, Client must reimburse Operator for amounts due upon demand, plus any applicable processing fees, charges or penalties, plus interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law, plus attorneys' fees and other costs of collection as allowed by law. In its discretion, Operator may setoff amounts due against other amounts received from or held for Client, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

Flystro reserves the right, in its sole discretion, to place a hold on funds for Client payments to clear or if Flystro suspects monies may be subject to charge back or if fraud is suspected. Flystro will release a hold as soon as deemed appropriate. In cases of fraud, abuse or violation of this Agreement, the Flystro payment guarantee shall be revoked and all monies in a Flystro account may be held and/or reclaimed, not just those from the Service Contract (s) under investigation.

Suspension/Cancellation of Accounts. Flystro has the right, but not the obligation, to suspend or cancel your access to the Flystro Platform if it believes that you have violated or acted inconsistently with the letter or spirit of this Agreement or a Service Contract or violated our rights or those of another party. Without limiting Flystro's other remedies, we may suspend or terminate your account, use self-help in connection with our rights to reclaim any available funds, and refuse to provide any further access to the Flystro Platform to you if: (i) you breach any terms and conditions of this Agreement or other written policies and procedures posted on the Application or Website; (ii) we are unable to verify or authenticate any

information you provide to us; or (iii) we believe that your actions may cause legal liability for you, our Users or for Flystro. Once suspended or terminated, you MAY NOT continue to use the Flystro Platform under a different account or reregister under a new account. If you attempt to use the Flystro Platform under a different account, we reserve the right to reclaim available funds in that account and/or use an available payment methods to pay for any amounts outstanding. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions. When your User account is cancelled, you may no longer have access to any parts of the Flystro Platform, including data, messages, files and other material you keep on Flystro. All intellectual property provided by Clients for the purposes of completing Contracts will be returned by Operators immediately upon termination.

6. Service Contract Terms Between Client And Operator

Standard Terms. When a Client accepts an Operator's application, they automatically enter into a Service Contract that includes the terms and conditions provided in this Section 6. Users agree that Flystro is an express third party beneficiary under any Service Contract, but not a party to that agreement. Client and Operator may agree to additional terms as long as they are not materially different than those provided for in this Section; however, no such additional terms will in any way limit or modify Flystro's rights.

Operator shall perform the services in a professional and workmanlike manner and shall deliver the agreed-upon Work Product. Client shall pay Operator the agreed-upon fees for delivery and acceptance of the Work Product. All amounts paid by Client shall be paid through the Flystro Platform to Flystro as the Operator's agent, and Client's obligation of payment to Operator is met when payment is made to Flystro.

Termination. Client may terminate at any time with three days' notice (the "Notice Period"), provided however that the Client shall pay the Operator for Services rendered at the time of Termination. The Operator shall not make any additional drone flights during the Notice Period, but may transmit any Work Product created to the Client. The Operator may terminate a Service Contract at any time if no payment has been made. If a payment has been made on a Service Contract, the Operator may terminate only with written agreement from the Client or after the payment has been refunded.

Ownership of Work Product. Any copyrightable works prepared by Operator in connection with a Service Contract for a Client shall be owned by the Operator until payment has been made by the Client. To the extent that under applicable law, proprietary rights in any Work Product cannot be assigned, Operator hereby irrevocably agrees to grant, and hereby grants, to Client an exclusive (excluding also Operator), perpetual, irrevocable,

unlimited, worldwide, fully paid, and unconditional license to use and commercialize Work Product in any manner. In order to ensure that Client will be able to acquire, perfect and use such proprietary rights, the Operator will: (i) transfer possession, ownership, and title to media containing Work Product to the Client; (ii) sign any documents at the Client's request to assist the Client in the documentation, perfection and enforcement of its rights; and (iii) provide the Client with support and reasonable access to information for recording, perfecting, securing, defending, and enforcing such proprietary rights. Operator also irrevocably authorizes the Client to act and sign on the Operator's behalf and take any necessary steps in order to perfect the Client's rights under this Agreement. In the case that under applicable law, the Operator retains any other rights that may be known as or referred to as "moral rights" or other inalienable rights to Work Product or confidential information under this Agreement, the Operator irrevocably agrees to waive and renounce, and hereby waives and renounces, in favour of the Client, all such rights, or, to the extent the Operator cannot waive such rights, the Operator agrees not to exercise such rights. The Operator agrees to assist the Client in every proper way to obtain and enforce the proprietary rights and other legal protections for the Work Product in any and all countries. The Operator's obligations under this Section 6 will continue even after Operator deregisters from or ceases use of the Flystro Platform.

The Operator shall ensure that no Work Product created or delivered by Operator includes any pre-existing intellectual property, whether such pre-existing intellectual property is owned by the Operator or a third party without obtaining the prior written consent of the Client to the inclusion of such pre-existing IP in the Work Product.

Use of Work Product. The Operator will not have any license to use the Work Product for any reason except as required in order to fulfill its obligations to the Client. The Operator shall not use the Work Product for any other reason, including for promotional purposes, without the prior written consent of the Client.

Records. The Client and the Operator each shall: (i) create and maintain records to document satisfaction of its obligations under this Agreement and any Service Contract, and (ii) provide copies of such records to Flystro upon request. Flystro, or Flystro's advisors or agents, shall have the right, but not the obligation, to routinely audit the Operator's operations and records to confirm compliance. Nothing in this provision should be construed as providing Flystro with the right or obligation to supervise or monitor the actual Services performed by the Operator.

Entire Agreement. The terms and conditions set forth in this Section 6 and any additional or different terms expressly agreed by the Client and the Operator shall constitute the entire agreement and understanding of the

Client and the Operator with respect to each Service Contract and shall cancel and supersede any other prior or contemporaneous discussions, agreements, representations, warranties, and/or other communications between them. Notwithstanding the foregoing, the Client and the Operator shall always remain subject to the terms and conditions herein.

7. Restrictions and Copyright Policy

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Company or its licensors.

8. License granted by User

Notwithstanding any other provision herein, please be aware that by submitting Content to the Website or the Application, you grant the Company and all Users a non-exclusive, worldwide, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (and to allow others to) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content throughout the world in any media, now known or hereafter devised, with or without the name you used to make such submission of the Content. You do further acknowledge and agree that your Content is not your confidential or proprietary information. We take no responsibility and assume no liability for any Content posted or submitted by you. We reserve the right in our absolute discretion to remove or alter any of the Content. In connection herewith, you hereby renounce and waive in favour of Company and all Users to any moral rights you have or might have, now or in the future, with respect to the Content. However, this provision does not apply to Work Product exchanged between an Operator and a Client. If Flystro wishes to use any Work Product for promotional purposes, the Client's consent will be required.

If you do not agree to these terms and conditions, please do not post any Content to the Website or Application

9. Application License

Subject to your compliance with this Agreement, Company grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on any mobile device or computer that you own or control and to run such copy of the Application solely for your own personal use. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store ("**App Store Sourced Application**"), you will use the App Store Sourced Application only: (i) on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms

and Conditions. Company reserves all rights in and to the Application not expressly granted to you under this Agreement.

10. Accessing and Downloading the Application from iTunes

The following applies to any App Store Sourced Application:

- You acknowledge and agree that (i) this Agreement is concluded between you and Company only, and not Apple, and (ii) Company, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the Apple App Store Terms and Conditions, which you are responsible to review from time to time.
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Company and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Company.
- You and Company acknowledge that, as between Company and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

- Without limiting any other terms of this Agreement, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

11. Copyright Policy

Company expects its Users to respect copyright law. It is Company's policy, when it becomes aware, to terminate in appropriate circumstances Users or other account holders access who infringe or are believed to be infringing the rights of copyright holders.

12. Payment Terms

Any fees that the Company may charge you for the use of the Website or Application are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to the Website or Application either planned, accidental or intentional, or any reason whatsoever.

13. Intellectual Property Ownership

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Website and Application and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website and Application (collectively "**Feedback**"). You are not required to provide any Feedback to the Company. To the extent you do provide any Feedback to the Company, you agree to assign and hereby do assign to the Company all right, title and interest in and to such Feedback, and you do hereby waive and renounce any moral rights you may have in the Feedback in favour of Company, and agree that the Company may freely utilize such Feedback without compensation to you. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Website or Application, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Website and Application are trademarks of the Company or third parties, and no right or license is granted to use them.

14. Third Party Interactions

During use of the Website or Application, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party service providers, advertisers or sponsors showing their goods and/or services through the Website or Application. Any such activity, and any terms, conditions, warranties or representations associated with such

activity, is solely between you and the applicable third party. The Company and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction, services or promotion between you and any such third party. The Company does not endorse any sites on the Internet that are linked through the Website or Application, and in no event shall the Company or its licensors be responsible for any Content, products, services or other materials on or available from such sites or third party providers. The Company provides the Website and Application to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third party providers of goods and/or services may require your agreement to additional or different terms and conditions prior to your use of or access to such goods or services, and the Company disclaims any and all responsibility or liability arising from such agreements between you and the third party providers.

The Company may rely on third party advertising and marketing supplied through the Website or Application and other mechanisms to subsidize the Website or Application. By agreeing to these terms and conditions, you agree to receive such advertising and marketing. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Website or Application.

15. Indemnification

By entering into this Agreement and using the Website or Application, you agree that you shall defend, indemnify and hold the Company, its licensors, and each of their parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein; (b) your violation of any rights of any third party, or (c) your use or misuse of the Website or Application, except in each case solely to the extent any of the foregoing arises directly from the gross negligence or willful misconduct of the Company.

16. Disclaimer of Warranties

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, SAFETY, ACCURACY OR COMPLETENESS OF THE WEBSITE OR APPLICATION. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE WEBSITE OR APPLICATION WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, APPLICATION, SYSTEM OR DATA, (B) THE WEBSITE OR APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF THE

WEBSITE OR APPLICATION, AS WELL AS ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE OR APPLICATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE WEBSITE OR APPLICATION WILL BE CORRECTED, OR (F) THE WEBSITE OR THE APPLICATION OR THE SERVER(S) THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WEBSITE AND APPLICATION ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE WEBSITE OR APPLICATION, AS WELL AS ANY SERVICES, PRODUCTS OR GOODS OBTAINED PARTIES THROUGH THE USE OF THE WEBSITE OR APPLICATION. THE COMPANY DOES NOT VERIFY THE OWNERSHIP OR INTELLECTUAL PROPERTY RIGHTS OF THE CONTENT, NOR HOW ANY USER MAKES USE OF THE CONTENT, AND SHALL HAVE NO LIABILITY RELATING THERETO. THE COMPANY IS NOT RESPONSIBLE FOR ANY ACTS OF THE OPERATORS NOR ANY BREACH BY THEM OF APPLICABLE LAWS. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE WEBSITE OR APPLICATION, THE CONTENT AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

17. Internet Delays

THE WEBSITE OR APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES OF WHATSOEVER NATURE RESULTING FROM SUCH PROBLEMS.

18. Limitation of Liability

IN NO EVENT SHALL THE COMPANY'S OR ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF (OR INABILITY TO USE) THE WEBSITE OR APPLICATION OR WITH RESPECT TO THE CONTENT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO THE

COMPANY IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR THE AMOUNT OF FIFTY DOLLARS (50\$), WHICHEVER IS GREATER. IN NO EVENT SHALL THE COMPANY OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR APPLICATION OR THE CONTENT OR BY THE USE OF THE DRONES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE WEBSITE OR APPLICATION, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON OR WITHIN THE WEBSITE OR APPLICATION. THE FOREGOING EXCLUSIONS SHALL APPLY EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING THE WEBSITE OR APPLICATION (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY USERS OR CONTENT AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY AND ITS LICENSORS, TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR APPLICATION, OR IN ANY WAY RELATED TO THE THIRD PARTIES AND TO THE CONTENT INTRODUCED TO YOU BY THE WEBSITE OR APPLICATION. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE OR PROVINCE, INCLUDING WITHOUT LIMITATION THE PROVINCE OF QUEBEC), WHICH READS AS FOLLOWS: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR**".

YOU UNDERSTAND THAT BY USING THE WEBSITE OR APPLICATION, YOU MAY BE EXPOSED TO CONTENT THAT IS POTENTIALLY OFFENSIVE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE WEBSITE OR APPLICATION AT YOUR OWN RISK.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE

LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE COMPANY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

19. Notice

The Company may give notice by means of email to your email address on record in the Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in the Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice, and address any complaint or claim to the Company (such notice, complaint or claim shall be deemed given when received by the Company) at any time by means of email to support@flystro.com.

20. Assignment

This Agreement may not be assigned by you (whether in whole or in part) without the prior written approval of the Company. This Agreement may be assigned without your consent (in whole or in part) by the Company, including, without limiting the foregoing, to (i) a parent or subsidiary, (ii) an acquirer of assets or shares, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

21. Controlling Law and Jurisdiction

General. This Agreement and any action related thereto will be governed by the laws of the Province of Quebec without regard to its conflict of laws provisions. Subject to the rest of this Section, the exclusive jurisdiction and venue of any action in relation to this Agreement will be the District of Montreal and each of the parties hereto waives any objection to jurisdiction and venue in such courts. However, in the event of the actual or threatened infringement, misappropriation or violation of Company's copyrights, trademarks, trade secrets, patents or other intellectual property rights, Company may, at its discretion, institute legal proceedings in any jurisdiction(s) which is (are) deemed necessary or advisable.

Arbitration. You and Company agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Website or Application (collectively, "**Disputes**") will be settled exclusively by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property

rights. You acknowledge and agree that you are waiving the right to participate as a plaintiff in any purported class action or representative proceeding. Further, unless both you and Company otherwise agree in writing, the arbitrators may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Agreement.

Arbitration Rules. The arbitration will be subject to article 940 and following of the *Code of civil Procedure* (Quebec).

Arbitration Location. Unless you and Company otherwise agree, the arbitration will be conducted in the Province of Quebec, City of Montreal.

Decision. The arbitrators will render an award within the time frame specified in the *Code of civil Procedure* (Quebec). Such decision will include the essential findings and conclusions upon which the arbitrators based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Any damages granted by the arbitrators must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable.

Fees. The arbitrators shall determine who is responsible to pay the fees associated with the arbitration.

22. Termination

You agree that the Company, in its sole discretion and for any or no reason, may terminate any member or customer account (or any part thereof) you may have with the Company or your use of the Website or Application, and remove and discard all or any part of your account or any of your Content, at any time. The Company may also in its sole discretion and at any time discontinue providing access to the Website or Application, or any part thereof, with or without notice. You agree that any termination of your access to the Website or Application or any account you may have or portion thereof may be effected without prior notice, and you agree that the Company shall not be liable to you. These remedies are in addition to any other remedies Company may have at law or in equity.

You may terminate this Agreement at any time by ceasing all use of the Website or Application and requesting the Company to cancel your account (if any) via email sent to support@flystro.com.

23. General

No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Website or Application. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

You have requested and agreed that this Agreement be drafted in English.
Vous avez demandé et accepté que cette convention soit rédigée en anglais.

You hereby agree to the terms and conditions contained in the present Agreement.