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1. General Terms

TERMS AND CONDITIONS STANDARD SERVICE TERMS AND CONDITIONS

These Terms and Conditions are the standard terms for the provision of services by Telewander registered in Denmark at Edison Park 4, 6715 Esbjerg. Telewander Trademarks and Copyrights Our trademarks may not be used in any way for any purpose without the express written permission of Telewander ApS.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: “Business Day” means any day other than a Saturday, Sunday or bank holiday;; “Calendar Day” means any day of the year;; “Contract” means the contract for the provision of Services, as explained in Clause

2. “Deposit” means an advance payment made to Us under Clause 4;; “Month” means a calendar month;; “Price” means the price payable for the Services;; “Services” means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);; “Special Price” means a special offer price payable for Services which We may offer from time to time;; “Specific Proposal Term and Conditions” means the specific set of terms and conditions as relates to particular proposal, these terms will override, modify, supersede and/or replace appropriate Standard Terms and Conditions. “Order” means your order for the Services [as attached] OR [as shown overleaf];; “Order Confirmation” means Our acceptance and confirmation of your Order as described in Clause

3. “We/Us/Our” means Telewander ApS.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.

1.3 The terms and conditions of this Agreement, together with all materials, Proposals, Pricing & Sales literature provided are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

2. The Contract

2.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. These Terms and Conditions maybe modified or amended by Telewander’s Specific Proposal Terms and Conditions provided to Company for a specific Proposal work order. In the case of any conflict the Specific Proposal Terms and Conditions will take precedence. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

2.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

2.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

2.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

2.4.1 The main characteristics, specification and definition of the Services;;

2.4.2 The total Price for the Services excluding taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;;

2.4.3 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;;

2.4.4 Our complaints handling policy;;

2.4.5 Where applicable, details of after-sales services and commercial guarantees;;

2.4.6 The duration of the Contract, where applicable, or if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;;

2.4.7 [Where applicable, the functionality, including appropriate technical protection measures, of digital content;;]

2.4.8 [Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.]

3. Orders

3.1 All Orders for Services made by you will be subject to these Terms and Conditions.

3.2 You may change your Order at any time before We begin providing the Services by contacting Us. [Requests to change Orders do not need to be made in writing.]

3.3 If your Order is changed We will inform you of any change to the Price in writing.

3.4 You may cancel your Order within 1 day of placing it. If you have already made any payments to Us under Clause 4 (including, but not limited to the Deposit), the payment(s) will be refunded to you within 2 weeks. [If you request that your Order be cancelled, you must confirm this in writing.] If you wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to Clause 9.

3.5 We may cancel your Order at any time before We begin providing the Services in the following circumstances:

3.5.1 The required personnel and/or required materials necessary for the provision of the Services are not available;; or

3.5.2 An event outside of Our control continues for more than the Order Schedule.

3.6 If We cancel your Order before We begin providing the Services under sub-Clause

3.5 and you have already made any payments to Us under Clause 4 (including, but not limited to the Deposit), the payment(s) will be refunded to you within 1 week. If We cancel your Order, the cancellation will be confirmed by Us in writing.

4. Price and Payment

4.1 The Price of the Services will be that shown on our Proposal and confirmed by your acceptance of this Proposal by way of the issue of your Order. If the Price shown in your Order differs from our Proposal Price We will inform you upon receipt of your Order.

4.2 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.

4.3 All Prices exclude moms. If the rate of moms changes between the date of your Order and the date of your payment, We will adjust the rate of moms that you must pay. Changes in moms will not affect any Prices where We have already received payment in full from you.

4.4 The due date for payment for Services provided will be included in the Order Confirmation, in certain circumstances we may ask for a Deposit to ensure the availability of Services and personnel .

4.5 The balance of the Price will be payable at the completion of the provision of the Services, or previously agreed account payment terms.

4.7 We accept the following methods of payment:

4.7.1 Direct electronic Bank to Bank transfer.

5. Providing the Services

5.1 We will begin providing the Services on the date specified in your Order (and confirmed in Our Order Confirmation).

5.2 We will continue providing the Services for the duration of your Order (and confirmed in Our Order Confirmation).

5.3 We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs.

5.4 If We require any information from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. Our standard information request will be provided to in the form of a Service Request Checklist, this needs to be completed in full and accurately as it will form the basis of the Services provided, the Proposal and the contractual terms associated.

6. Problems with the Services

6.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services we request that you inform Us as soon as is reasonably possible [(you do not need to contact Us in writing)].

6.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

6.3 We will not charge you for remedying problems under this Clause 6 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information provided by you. We may charge you for remedial work.

6.4 As a consumer, you have certain legal rights with respect to the purchase of services. We are, for example, required to provide the Services with reasonable care and skill. You also have remedies if We use materials that are faulty or incorrectly described.

7. Our Liability

7.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as

a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

7.2 Under these Terms and Conditions we provide Services to you the Company only. We make no warranty or representation that the Services are fit for any purpose other than those described in the Proposal, any other commercial, business or industrial purposes of any kind (including resale) are explicitly excluded. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

7.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors);; or for fraud or fraudulent misrepresentation.

7.4 Furthermore, nothing in these Terms and Conditions seeks to exclude or limit Our liability for the following with respect to your rights as a consumer:

8. Events Outside of Our Control (Force Majeure)

8.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our control.

8.2 If any event described under this Clause 8 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

8.2.1 We will inform you as soon as is reasonably possible;;

8.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;;

8.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;;

8.2.4 If the event outside of Our control continues for more than the Proposed Service provision period. We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;;

9. Cancellation

9.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 3.4.

9.2 Once We have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you [within 2 weeks]. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 4.

9.3 You may cancel your Order without cost or recourse if

9.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 1 week of you asking Us to do so in writing;;
or

9.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;; or

9.3.3 We are unable to provide the Services due to an event outside of Our control.

9.3.4 We change these Terms and Conditions to your material disadvantage.

10. Communication and Contact Details

10.1 If you wish to contact Us with questions or complaints, you may contact Us by Telephone or by email at +45 53828757 or contact@telewander.com

11. Other Important Terms

11.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

11.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

11.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

11.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

11.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

12. Governing Law and Jurisdiction

12.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Denmark.

12.2 Any dispute, controversy, proceedings or claim between Us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated

therewith) shall fall within the non-exclusive jurisdiction of the courts of Denmark.

2. Sign up Terms & Conditions

Last Updated: May 5th, 2016. This Privacy Policy describes how and when TELEWANDER SPA collects, uses, and shares your information when you use our Services. TELEWANDER receives your information through our websites to which this Privacy Policy is posted, including without limitation <http://telewander.tv>, and other interactions with our Services. When using our Services, you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in this Privacy Policy. Also, please note that, unless we define a term in this Privacy Policy, all capitalized terms used in this Privacy Policy have the same meanings as in our Terms of Service. So, please make sure that you have read and understand our Terms of Service.

1. Information Collection And Use

Information Collected or Received from You Creating an Account and Profile

Information If you create a TELEWANDER account, you will provide us with certain information that can be used to identify you, such as your name, email address, and phone number ('Personally Identifiable Information' or 'PII'). If you create a TELEWANDER account using your login credentials from one of your social networking service accounts ('SNS Account'), we'll be able to access and collect your name and other PII that your privacy settings on the SNS Account permit us to access. If you create a TELEWANDER account through one of your SNS Accounts, we may also collect your gender, date of birth, zip code and other information that is not considered PII because it cannot be used by itself to identify you. Use of your information Our primary goals in collecting information are to provide and improve our Services, to administer your use of the Services (including your account, if you are an account holder), and to enable you to enjoy and easily navigate our Services. In addition, we may use your information to send you information about our Services, respond to your requests and facilitate your use of the Services. We may also use your information to send you e-mails and materials that directly promote our Services. **Links** We may keep track of how you interact with links across our Services, including our email notifications, third-party services, and Apps, by redirecting clicks or through other means. We do this to help improve our Services, for example to provide relevant advertising, and to be able to share aggregate click statistics such as how many times a particular link was clicked on. **Log Data** Our servers automatically record information ('Log Data') created by your use of the Services. Log Data may include information such as your IP address, browser type,

operating system, the referring web page you were visiting before accessing our Services, pages visited, location, your mobile carrier, device and application IDs, search terms, the links on our Services that you clicked on, streams videos that you watched, access date and time spent on pages and features of the Services and other statistics and Cookie information. We receive Log Data when you interact with our Services, for example, when you visit our websites, sign into our Services, view videos hosted by TELEWANDER, or interact with our email notifications.

TELEWANDER uses Log Data to provide our Services and to measure, customize, and improve them. For instance, TELEWANDER may provide you with recommendations based on your use of the Services. Information Sent by Your Mobile Device We collect certain information that your mobile device sends when you use our Services, like a device identifier, user settings and the operating system of your device, as well as information about your use of our Services.

2. Information Sharing And Disclosure

We will not share any PII that we have collected from or regarding you except as described below: Information Shared with the Public TELEWANDER is a live video sharing platform and, except for your log-in credentials (like your email, phone number and passwords) which are not available to the public, the information you provide and Content you submit when using the Services is public. This means that not only is the Content that you post publicly available, so is the data provided with such Content (such as, but not limited to, when it was posted), and other activity information like the accounts you follow or that follow you, the number of users who clicked on a particular link, or the Content that you like or comment on ('Usage Information'). In addition to your Content, and Usage Information, your PII associated with your account (like your profile information which includes your username, photograph and biography) is broadly and instantly disseminated to a wide range of users and other services that access TELEWANDER. For instance, your profile information and Content may be accessed via our APIs by our partners and other third parties, including developers and publishers, that integrate with our Services. When you share information or Content via the Services, it's a good idea to be thoughtful about what you share with the public! Information Shared with Third Parties We may share aggregated information and non-identifying information with third parties for industry research and analysis, demographic profiling and other similar purposes. Information Disclosed for Our Protection and the Protection of Others We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate: (i) to respond to claims, legal process (including subpoenas); (ii) to protect our property, rights and safety and the property, rights and safety of a third party or the public in general; and (iii) to stop any activity

that we consider illegal, unethical or legally actionable activity. Information Disclosed in Connection with Business Transfers It is clearly understood that the user accept the privacy policies and terms of use of this Web site and / or application and / or platform empowers and expressly consent to TELEWANDER, that all information is obtained from users, among them, personally identifiable information, may be used, handled and / or transferred because of commercial speculation; therefore, such consent and user authorization shall be in force until such time as the user by written notice reveals the contrary.

3. Your Choices

We offer you choices regarding the collection, use and sharing of your PII and we'll respect the choices you make. Please note that if you decide not to provide us with the PII that we request, you may not be able to access all of the features of the Services. Opt-Out We may periodically send you free newsletters and e-mails that directly promote our Services. When you receive such promotional communications from us, you will have the opportunity to 'opt-out' by following the unsubscribe instructions provided in the e-mail you receive. We do need to send you certain communications regarding the Services and you will not be able to opt out of those communications - e.g., communications regarding updates to our Terms of Service or this Privacy Policy.

4. Modifying Your Personal Information

If you are a registered user of our Services, we may provide you with tools and account settings to access or modify your PII associated with your account, such as your profile photograph, name, username and biography. If the functionality for modifying your account is not available you can contact us at contact@telewander.tv with your request. You can also permanently delete your TELEWANDER account or request that we delete your PII, by contacting us at contact@telewander.tv. We'll take steps to delete your information as soon we can, but some information may remain in archived/backup copies for our records or as otherwise required by law.

5. The Security of Your Information

We take reasonable administrative, physical and electronic measures designed to protect the information that we collect from or about you (including your PII) from unauthorized access, use or disclosure. Please be aware, however, that no method of transmitting information over the Internet or storing information is completely secure. Accordingly, we cannot guarantee the absolute security of any information.

6. Responding to Do Not Track Signals

Our Site does not have the capability to respond to 'Do Not Track' signals received from various web browsers.

7. Links to Other Sites

Our Services may contain links to websites and services that are owned or operated by third parties (each, a 'Third-party Service'). Any information that you provide on or to a Third-party Service or that is collected by a Third-party Service is provided directly to the owner or operator of the Third-party Service and is subject to the owner's or operator's privacy policy. We're not responsible for the content, privacy or security practices and policies of any Third-party Service. To protect your information we recommend that you carefully review the privacy policies of all Third-party Services that you access.

8. International Transfer

Your PII may be transferred to, and maintained on, computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction. If you're located outside the United States United Mexican States and choose to provide your PII to us, we may transfer your PII to the United States United Mexican States and process it there.

9. Our Policy Towards Children

Our Services are not directed to persons under 13. We do not knowingly collect PII from children under 13. If we become aware that a child under 13 has provided us with personal information, we take steps to remove such information from our files as soon as possible and terminate the child's account.

Any information that is collected via our Services is covered by the Privacy Policy in effect at the time such information is collected. We may revise this Privacy Policy from time to time. If we make a change to this Privacy Policy that, in our sole discretion, is material, we will notify you of those changes by posting them on the Services or by sending you an email to the email address associated with your account or other communication, and we'll update the 'Last Updated Date' above to indicate when those changes will become effective. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Privacy Policy. Questions? Please contact us at contact@telewander.tv if you have any questions about our Privacy Policy.

10. Our policy towards identity theft

Identity theft is illegal and punishable by law. Identity theft occurs when someone acquires key pieces of another person's identity with the intent to commit fraud. Information such as full name, cvr number, social security, address, phone number and company name can help a criminal impersonate another individual or company. Once this person has access to all of this information they can create contracts, hire pilots, miscredit a company, damage Telewanders reputation and other different kinds of fraud.

Telewander is in no way responsible if a user commits identity theft when signing up to our platform, if identity theft is committed Telewander will inform the authorities and file a case towards the individual responsible for the identity theft.

2.1 FOR COMPANIES

When companies sign up to Telewander's platform they are required to verify their official information and confirm their identity through email correspondence with Telewander.

If the company's identity is not confirmed then Telewander will have the right to terminate your services and company account from the platform.

You can only sign up as a company if you are going to require and book aerial media from Telewander, other company types like drone companies and small startups working with drones should sign up as pilots or viewers.

If your company is not confirmed as a company requesting aerial media we will have the right to terminate your services and company account.

2.2 FOR PILOTS

When you sign up as a pilot we provide you with jobs from our customers, this means that you are acting as freelance pilot for Telewander and is required to act accordingly.

When you accept jobs you are representing Telewander and will be required to act according to our company ruleset:

You are required to present yourself as a Telewander pilot

You are required to act professionally and follow the regulations set for drone pilots in your country

Follow the job description and requirements

Don't promise the customer something you can't keep

Make sure you are prepared when you attend the job

You need to have insurance in order before you attend the job

If these rules are not followed Telewander will have the right to terminate your services and account from the platform.