

## RPAS Portal Terms and Conditions

Last updated: 17/05/2018

These terms and conditions govern your use of our website, services and products provided as part of Phixos Limited's website [www.rpasportal.com](http://www.rpasportal.com) / [rpasportal.com](http://rpasportal.com) (the Site). You retain all rights and ownership you have in your content that you make available through the RPAS Portal (Portal). Please read through these terms of use carefully before you start to use the Site. By using the Site, you indicate that you accept these terms and conditions of use and that you agree to abide by them.

### Information About Us

[www.rpasportal.com](http://www.rpasportal.com) / [rpasportal.com](http://rpasportal.com) is a website operated by Phixos Limited ("we" or "us" or "our"). We are a limited company registered in England and Wales under company number 2667200 and have our registered office at – Teme House, Whittington Road, Worcester, WR5 2RY, England.

#### 1. How this agreement works

- 1.1 Eligibility – you may use the Site if you (a) are 18 years of age or over and (b) allowed by law to enter into a binding contract/account.
- 1.2 Privacy – the privacy policy at [www.rpasportal.com](http://www.rpasportal.com) / [rpasportal.com](http://rpasportal.com) governs any personal information you provide to us. By using our services, software or products you agree to the terms and conditions of the Privacy Policy.
- 1.3 Availability – pages describing the Site are accessible worldwide but this does not mean all services or service features are available in your country, or that user generated content available via the service is legal within your country.
- 1.4 Modification – we may modify, update or discontinue our services, products and software at any time without liability to you or anyone else. However, we will make reasonable effort to notify you before we make any changes. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

#### 2. Accessing the Site

- 2.1 Licence – subject to your compliance with these terms and the law and the payment of any fees due, you may access and use RPAS Portal.
- 2.2 Intellectual Property – We (and our licensors) remain the sole owner of all rights, title and interests in the Site. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 2.3 Liability - We will not be liable if for any reason, including but not limited to, the resolution of technical problems, routine maintenance or improvement, the Site is unavailable at any time for any period.
- 2.4 Registration – When selecting a subscription model you must register using a valid email address. You are responsible for any information you submit to the website and for ensuring that all information you supply is true, accurate, up-to-date and not misleading or likely to mislead or deceive.

#### 3. Your Content

- 3.1 Ownership – you retain all rights and ownership of your content. We do not claim any ownership rights to your content.
- 3.2 Feedback – you have no obligation to provide us with ideas, suggestions or proposals ("Feedback"). However, if you submit Feedback to us, then you grant us a nonexclusive, worldwide, royalty-free

licence that is sub-licensable and transferrable to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify and publicly implement the Feedback.

#### **4. User Conduct**

- 4.1 Responsible Use - You are responsible for all activity that occurs via your account. Please notify Portal Support via [support@rpasportal.com](mailto:support@rpasportal.com) immediately if you become aware of any unauthorised use of your account. You may not (a) share your account information (except with an authorised account administrator) or (b) use another person's account. Your account administrator may use your account information to manage your use and access to the Services.
- 4.2 Misuse – you must not misuse the RPAS Portal. You must not:
  - a. Copy, modify, host, stream, sublicense or resell the services, products, software or content.
  - b. Enable or allow others to use the service, products, software or content using your account information.
  - c. Use the content or software included in the services and products to construct any kind of database.
  - d. Access or attempt to access the services or products by any means other than the interface we provide or have authorised.
  - e. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
  - f. Attempt to disable, impair or destroy the services, products, software or hardware.
- 4.3 Licensee Obligations – You are responsible for making back-ups of all data and we shall have no liability for loss of any of the data you upload in to the Site.

#### **5. RPAS Portal Subscription Models**

- 5.1 Non-Commercial Edition – is provided free of charge for use by students or other pilots who are yet to undertake aerial work on a commercial basis. Use of RPAS Portal Non-Commercial Edition in conjunction with aerial work conducted on a commercial basis is forbidden and is a breach of these terms and conditions. The Site features that are commercially focused may be disabled or limited within this subscription model. Access to the Non-Commercial Edition is provided upon request and verification of the user's commercial status via [support@rpasportal.com](mailto:support@rpasportal.com). The user's commercial status may be periodically re-verified using communication with the user and/or review of the user's usage of RPAS Portal and/or an appropriate licencing and regulatory authority. Phixos reserves the right to revoke access to the 'Non - Commercial Edition' at any time or require the user to transition to an alternative subscription model.

#### **6. Termination**

- 6.1 Termination by You – you may stop using the RPAS Portal at any time. You are able to do this via a button within the "Your Account" section or by contacting [support@rpasportal.com](mailto:support@rpasportal.com). You will need to provide us with 3 working days' notification and cancellation will occur after completion of your paid time has ceased.
- 6.2 Termination by Us – if we terminate your access and usage for any reasons other than for cause, we will make every reasonable effort to notify you at least 30 days prior to termination via the email address you provide to us, with instructions on how to retrieve your content.
- 6.3 On termination, regardless of by whom, your liability under the terms of use of this Portal shall endure for the longer of either 1 year from date of termination or for as long as any applicable statute or law may require.

6.4 Following termination, regardless of by whom, we shall retain an archive copy of your account details and Portal Activity data for the purposes of satisfying any requirement to do so or for any inspection demand by any appropriately authorised regulatory body

## **7. RPAS Portal Monitoring**

- 7.1 Screening – we do not review all content uploaded to the Site, but we may use available technology or processes to screen for certain types of false data, illegal content, abusive content or behaviour.
- 7.2 Disclosure – we may access or disclose information about you, or your use of the services (a) when it is required by law, (b) to respond to your requests for customer service support or (c) when we, in our discretion, think it is necessary to protect the rights, property or personal safety of us, our users or the public.

## **8. Uploading Material to the Site**

- 8.1 Whenever you make use of a feature that allows you to upload material to the Site, you must comply with the content standards set out in our acceptable use policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.
- 8.2 We will not be responsible, or liable to any third party, for the content or accuracy of any material posted by you or any other users of the Site. We have the right to remove any material or posting you make on the Site if, in our sole opinion, such material does not comply with content standards set out in our acceptable use policy.

## **9. Viruses, Hacking and Other Offences**

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

## **10. Legal Ramification**

- 10.1 Linking to the Site - You may link to our home page [www.rpasportal.com](http://www.rpasportal.com) / [rpasportal.com](http://rpasportal.com) provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists contractually in writing. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy. If you wish to make any use of material on the Site other than that set out above, please address your request to [support@rpasportal.com](mailto:support@rpasportal.com).
- 10.2 No Waiver - Failure to exercise, or any delay in exercising, any right or remedy provided under these terms of use or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 10.3 Jurisdiction and Applicable Law - The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to or usage of the Site although we retain the right to bring

proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **11. Content, Accuracy and Performance – RPAS Portal**

11.1 Portal Content Accuracy and Performance - We make every reasonable endeavour to ensure the content, tools and services provided by us on our Portal are accurate and perform as described. However, we accept no liability of any kind for the accuracy and performance of the Portal. Users of the Portal should not therefore rely solely on the Portal and are responsible for independently verifying the accuracy of any information or tool they do wish to rely on in making any commercial, operational, compliance or safety decision.

#### **12. Content, Accuracy and Performance – User**

12.1 User Content - Any content, information, operational data or records uploaded by you may be used by us to study the developing RPAS landscape. In the event such information is used for these purposes it will be anonymised such that the identification of the source will be eliminated.

## Your Concerns

If you have any concerns about material which appears on the Site, please contact [support@rpasportal.com](mailto:support@rpasportal.com).