

FresnoHeights.com
TERMS OF USE AGREEMENT

This website (as available at www.fresnoheights.com) and its associated services and content (collectively “Website”) is owned and operated by Fresno Heights LLC (“[FH]”). [FH] 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.

[FH] 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 [FH] 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

[FH] is a:

- a. FAA-certified Drone/UAV Operator;

that provides services to a variety of users relating to the use of unmanned aerial vehicles (“UAVs”) (also referred to herein as “drones”). Specifically, [FH] provides services relating to:

- a. Photography;
- b. Videography;
- c. Data collection;
- d. Aerial mapping;
- e. Aerial cinematography;
- f. 3D modeling;
- g. FAA regulatory compliance and reporting;

h. Photogrammetry

[FH] operates and provides services through its Website under:

- a. FAA Part 107 Regulations, waivers, and permissions;

It is not [FH]'s intention to provide any:

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

regarding drones or the UAV 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, [FH] 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 [FH] harmless for any errors, omissions, or misrepresentations contained within the Website's content. Your reliance upon any information provided by [FH], [FH]'s employee, others appearing on the Website at invitation by [FH], 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 [FH] 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 [FH] makes no representation that it's Website or services or products are appropriate, lawful, or available for use in other locations.

[FH] represents that it has obtained all required FAA approvals for the services offered and provided through the Website.

3. Ownership of Website and License

Excluding your content, you acknowledge and agree that [FH] 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 [FH].

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

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 [FH] marks are the property of [FH], including, but not limited Fresno Heights Drone Services and all [FH] logos. The Website, including its look and feel, color selections, layout, and arrangement, is the trade dress of [FH]. You are prohibited from using [FH]'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 [FH]. 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 [FH] 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 [FH] 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 [FH] and its affiliates, officers, directors, employee, consultants, agents, representatives, and

licensees a limited, irrevocable, worldwide, perpetual, non-exclusive, royalty free, sub-licenseable, and transferable license to use, reproduce, transmit, publicly display, distribute, edit, and make available for any purpose regardless of the form or medium. Specifically, [FH] may display your content in any order or orientation on the Website. You understand and agree that the above license granted to [FH] terminates within a commercially reasonable time after your content is removed or deleted from the Website. Also, you understand and agree that [FH] may (but is not obligated to) keep archives of your content for the purpose of maintaining business records of [FH] 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 [FH] all of the license rights granted herein.

6. 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 [FH];
- 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 [FH]'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.

7. Section 230 of Communications Decency Act

You acknowledge and agree that [FH] is an interactive computer service provider under Section 230 of the Communications Decency Act. Though [FH] may edit, remove, or control the content displayed through the Website, you agree that [FH] 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.

8. Third Party Links

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

9. No Endorsement

[FH] 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 [FH] and are not intended to be used for advertising or product endorsement purposes.

10. Term and Termination

This Agreement will remain in full force and effect so long as the Website is in operation. [FH] 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 [FH] 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.

11. Disclaimer of Warranties

[FH] 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. [FH] 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.

[FH] 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. [FH] 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. [FH] RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.

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

12. Limitation of Liability

[FH] 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 [FH] 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 [FH], YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.

FURTHER, [FH] 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.

13. Indemnification

You agree to hold harmless, indemnify, and defend [FH], 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 [FH] under the terms of this Agreement will not provide you with the right to control [FH]'s defense, and [FH] reserves the right to control its defense and choose its counsel regardless of your contractual requirement to indemnify [FH].

14. Assignment

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

15. Resolution of Disputes and Governing Law

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

YOU AND [FH] 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 [FH], INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT.

ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN California 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 California 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 [FH], AGREE THAT THE SITUS OF THIS AGREEMENT IS IN THE STATE OF California YOU AND [FH] 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

[FH] 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 [FH].

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 [FH] will not knowingly collect personally identifiable information from children under the age of eighteen (18). If [FH] inadvertently collects such personally identifiable information, [FH] will delete the personally identifiable information in accordance with its security protocols.

Limitation On Actions

[FH] 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 [FH].

Privacy Policy

[FH] 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:

Fresno Heights LLC
1916 E Warwick Ave.
Fresno, CA. 93720

A copy of any such notice must be emailed to info@fresnoheights.com but email notice alone shall not comply with the notice requirements of this Agreement.

This Agreement is enforced by the [Internet lawyers](#) of Traverse Legal, PLC.