



CUSTOMER TERMS AND CONDITIONS

1. DEFINITIONS

“Booking” means communications from the client requesting In Motion Aero Pty Ltd to provide any Service.

“Client” means a customer or any person/agent acting on behalf of or with the authority of the customer that engages or hires In Motion Aero Pty Ltd.

“Client Materials” means all text, images, settings and other materials provided or introduced by the Client for use in connection with the Services.

“Confidential Information” means all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form, including, without limitation, information that: (a) is by its nature confidential; (b) is designated by a Party as confidential; (c) the recipient knows or ought to know is confidential.

“Fees” means the booking, consulting and design fees and any other charges payable by the Client for the provision of the Services.

“Intellectual Property Rights” means copyright, trademark, design and patents whether registered or not and including any rights to register such intellectual property.

“Services” means any Unmanned Aerial Vehicle (UAV), photography, cinematography, surveying, inspection, assessment, production, development, consulting, training, maintenance and any other services to be provided to the Client by In Motion Aero Pty Ltd.

“Party” means either In Motion Aeronautics or the Client(s), that agree to the Acceptances and Entire Agreement.

2. Acceptances and Entire Agreement

- 2.1. These terms and conditions are to be read in conjunction with any written agreements or electronic communications to form the entire agreement between In Motion Aero Pty Ltd and the Client.
- 2.2. This agreement commences on the date the Client makes a Booking with In Motion Aero Pty Ltd or its booking agents.
- 2.3. This Agreement contains the entire agreement between In Motion Aero Pty Ltd and the Client and supersedes all earlier conduct and prior agreements and understandings between the Parties.
- 2.4. No variation of this Agreement will be effective unless in writing and signed by In Motion Aero Pty Ltd and the Client.
- 2.5. All Bookings accepted by In Motion Aero Pty Ltd are subject to suitable weather conditions.

3. Payment of Fees

- 3.1. The Client will pay a nominated Booking deposit, which goes towards the cost of the final invoice, at the time of Booking with In Motion Aero Pty Ltd or its booking agents.
- 3.2. The Client agrees that any deposits paid by the Client are not refundable within 72 hours of the scheduled time of the Booking, should a Booking be cancelled or postponed.
- 3.3. Any outstanding balance(s) of the deposit must be paid in full, before In Motion Aero Pty Ltd issues a tax invoice.
- 3.4. In Motion Aero Pty Ltd may withhold the Client's access to any Services until all Fees are paid.
- 3.5. The Client is liable to pay any GST payable on a taxable supply made by In Motion Aero Pty Ltd and the Client shall pay the GST at the same time as it pays any of the final Fees due.

4. Client Materials

- 4.1. The Client will deliver or make available to In Motion Aero Pty Ltd, the Client Materials in a timely manner to ensure that In Motion Aero Pty Ltd has the necessary time to meet any agreed time schedules.
- 4.2. The Client will comply with all reasonable directions by In Motion Aero Pty Ltd in relation to the format requirements of the Client Materials.
- 4.3. The Client grants In Motion Aero Pty Ltd a royalty free license to use and reproduce the Customer Materials for the purpose of providing the Services contemplated by this Agreement.
- 4.4. The Client warrants that the use of the Client Materials by In Motion Aero Pty Ltd in accordance with this Agreement, will not infringe the intellectual property rights of any third party.
- 4.5. The Client indemnifies In Motion Aero Pty Ltd and its employees against any damage, loss,

cost, and expense (including legal costs and expenses) of whatsoever nature or description arising from the infringement of intellectual property rights of any third party contained in the Client Materials.

- 4.6. In Motion Aero Pty Ltd reserves the right not to use any Client Materials which In Motion Aero Pty Ltd (acting reasonably) deems to be inappropriate or offensive or otherwise in breach of any laws or regulations.
- 4.7. In Motion Aero Pty Ltd is not obliged to retain back up copies of the Client Materials and to the extent permitted by law In Motion Aero Pty Ltd will not be liable (whether in contract, tort, negligence, statute or loss) for any of the Client Materials.

5. Additional Services and changes to the Booking

- 5.1. If the Client requests a change to the booking, which requires additional Services to be performed by In Motion Aero Pty Ltd, then: (a) the additional Services will incur additional Fees calculated by reference to In Motion Aero Pty Ltd charge rates; and (b) at its sole discretion, In Motion Aero Pty Ltd may issue an invoice for the additional fees at any time, including on a monthly basis, whether or not the changes are agreed to in writing or not pursuant to clause 5.1(b).

6. Intellectual Property

- 6.1. All Intellectual Property Rights in anything produced by In Motion Aero Pty Ltd in carrying out the Services will be retained by In Motion Aero Pty Ltd (for the purposes of any marketing and promotional activity).
- 6.2. Upon full payment of the Fees by the Client, In Motion Aero Pty Ltd will grant a perpetual, royalty free, non-exclusive and non-transferable license to the Client to use the In Motion Aero Pty Ltd's Intellectual Property for the Client's internal purposes or purposes communicated in writing to by the Client at the time of the Booking.
- 6.3. The Client grants In Motion Aero Pty Ltd a perpetual, royalty free, non-exclusive and non-transferable license to use Client's trademark, business name and other mark or logo, media containing In Motion Aero Pty Ltd footage for marketing and promotional activities to indicate the Client as a current or past client of In Motion Aero Pty Ltd.

7. Default and Termination

- 7.1. The Client is in default if: (a) the Client fails to comply with its obligations under this Agreement within 7 days (or such further time as In Motion Aero Pty Ltd may specify) after In Motion Aero has given the Client a notice specifying the default and requiring it to be remedied; or (b) the Client shall go into liquidation or become bankrupt or enter into any composition, arrangement with or assignment for, the benefit of the Client's creditors.
- 7.2. In Motion Aero Pty Ltd may terminate this Agreement immediately by notice in writing upon default by the Client.
- 7.3. Upon termination of this Agreement, for whatever reason, by the Client: (a) all Fees for Services performed by In Motion Aero Pty Ltd up to and including the date of termination shall, whether or not due for payment, immediately become payable; and (b) each Party must return to the other Party all Confidential Information owned by the other Party.

- 7.4. If the Client is in default, the Client must pay to or reimburse In Motion Aero Pty Ltd on demand, the amount of all costs and expenses (including legal costs and expenses) arising as a result of enforcing any right under this Agreement.
- 7.5. Without prejudice to the rights, powers and remedies of In Motion Aero Pty Ltd otherwise under this Agreement, the Client will on demand pay to In Motion Aero Pty Ltd interest at the rate of 10% per annum on all Fees and other moneys payable by the Client to In Motion Aero Pty Ltd under these Terms and Conditions but unpaid for more than 14 days from the due date, computed on a daily basis on the amount remaining owing from and including the due date until the date of payment.

8. Confidentiality

- 8.1. Subject to clause 8.2, a Party must not disclose, or use for a purpose other than contemplated by this Agreement, any Confidential Information.
- 8.2. A Party may disclose any Confidential Information: (i) to the other Parties to this Agreement; (ii) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement; (iii) if required under any law or under a procedure for discovery in any proceedings; (iv) to a Party's financiers, consultants or legal advisers, provided that the financiers, consultants or legal advisers (as the case may be) have given undertakings to maintain the confidentiality of the confidential information; or (v) with the prior written consent of the other Parties.
- 8.3. This clause survives any termination of this Agreement.

9. Limitation of Liability

- 9.1. The Client acknowledges and warrants that it: (a) is satisfied as to the suitability and fitness for purpose of the Services and accepts, and assumes any risk associated with its use of the Services; and (b) accepts liability for and assumes the risk of all costs, fees, losses, expenses and damages it may suffer or incur arising out of or in connection with its use of the Services.
- 9.2. To the extent permitted by law, all conditions or warranties that would otherwise be implied in this Agreement, are hereby excluded.
- 9.3. In Motion Aero Pty Ltd's liability to the Client under this Agreement, to the extent such liability is not capable of being lawfully excluded pursuant to this Agreement, is limited to: (a) where the liability arises from defective goods or services provided by In Motion Aero Pty Ltd; or (b) a failure to supply goods or services in accordance with this Agreement, the rectification or resupply of those goods or services, and in all other cases, the Fees paid by the Client under this Agreement.
- 9.4. In Motion Aero Pty Ltd is not liable to the Client for any indirect, consequential, special or economic loss or damage (including without limitation loss of data, loss of time, loss of profits, loss of revenue, failure to complete projects due to poor weather, loss of contracts, loss of goodwill, third party claim or punitive damages) whether in contract, tort (including negligence), statute or otherwise arising in any In Motion Aero Pty Ltd Customer Terms and Conditions way from the use of the Services provided by In Motion Aero under this Agreement or otherwise resulting from any act or omission of In Motion Aero Pty Ltd.

10. Notices

10.1. Any notice, report or other communication which must be given, served or made under or in connection with this Agreement: (a) must be in writing in order to be valid; (b) is sufficient if executed by the Party giving, serving or making the notice or on its behalf by any attorney, director or secretary, or solicitor of such Party; (c) will be deemed to have been duly served, given or made in relation to a person if it is hand delivered or posted by prepaid post to the address, or sent by facsimile to the facsimile number, of that person; and (d) will be deemed to be served, given or made: (i) in the case of prepaid post on the third day after the date of posting; (ii) in the case of facsimile on receipt of a transmission report confirming successful transmission; and (iii) (in the case of delivery by hand) on delivery.

11. General

11.1 If the whole or any part of a provision of this Agreement is void, unenforceable or illegal it is severed and the remainder of this agreement has full force and effect.

11.2. This Agreement may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument

11.3. Each Party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

11.4. Neither failure to exercise, nor any delay in exercising any right, power or remedy by In Motion Aero Pty Ltd operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right power or remedy by In Motion Aero Pty Ltd. A waiver is not valid or binding on In Motion Aero Pty Ltd unless made in writing.

11.5. This Agreement is governed by the Laws of New South Wales.

IN MOTION AERO PTY LTD

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