CONDITIONS OF USE FOR THE APPLICATION "Kudrone"

The application Kudrone (and its subsequent versions) (the "Application") is published by Shenzhen Ruixiang Technology Company Limited (hereinafter referred to as "Ruixiang").

PLEASE READ THESE CONDITIONS OF USE CAREFULLY BEFORE USING THE APPLICATION

1. GENERAL

1.1. Access to and use of the Application implies acceptance of the present conditions of use and your understanding is respected. If you do not wish to comply with these conditions, do not consult the Application or use it for navigation and do not use the associated services.

1.2. The present conditions may be amended by Ruixiang at any time. Amendments will be effective from the date of their publication on one of Ruixiang web sites or applications. You are advised to check them regularly. Further, special terms and conditions may be applicable to particular content, products, equipment, services or information contained in or available on other Ruixiang or third-party sites or applications. These special conditions may supplement or supersede the present conditions in explicitly defined cases.

1.3. Ruixiang reserves the right to modify or update the Application content or presentation at any time without prior notice. Ruixiang reserves the right to remove or limit access to the Application for any reason at its sole discretion.

1.4. The original version of this document is in Chinese (China). In the event of conflict between a translated version and the Chinese version, the Chinese version shall prevail.

2. PURPOSE OF THE APPLICATION

2.1. The Application enables the navigation of Kudrone to be controlled from the mobile terminal on which the Application is installed and allows photographs and videos to be taken.

3. COLLECTION AND PROCESSING OF PERSONAL DATA

3.1 Ruixiang treats the protection of the personal data of users of the Application with the utmost importance. The collection and processing of personal data through the Application will comply with the law on the protection of personal information. The purpose of the aspects considered below is to inform you on the procedures for the processing of your personal data gathered in the course of the use of the Application. By using the Application, you accept that the Application will gather, process and use the personal data described below.

3.2. Identity of the data controller. All processing of the personal data communicated in the course of using the Application is conducted on the responsibility of Ruixiang, as data controller.

3.3. Personal data collected. Ruixiang will collect and process the serial number of the drone and the IP address of your mobile terminal when the drone is first connected with the Application. If relevant, Ruixiang may also collect and process your GPS data in the event of a drone software crash.

3.4. Recipients of the data. The data gathered by the Application is received solely by Ruixiang. All the data collected through your use of the Application, including personal information, will be transferred, stored and processed on servers located in China and managed by an external provider of Ruixiang. Ruixiang shall ensure that suitable protective and contractual measures have been contractually put into operation in order to comply with the relevant legislation.

3.5. Purpose of processing. The information and data which concerns you is used to:

Help Ruixiang in the course of its after-sales service;

Help Ruixiang to obtain information on the use of its products and services;

Help Ruixiang to improve its products and services;

Help Ruixiang to develop and test new products.

3.6. Users may exercise their right to access, rectify or remove their personal data, or to object to any processing, at any time by sending a request to the email address: support@Kudrone.com.

Users may withdraw their consent for the collection and processing of their personal data from the Parameters menu of the Application.

4. COLLECTION AND PROCESSING OF NON-PERSONAL DATA

4.1 Ruixiang also collects data for which the form does not allow a direct link to be made with a specific individual; this data is therefore considered by the applicable legislation to be non-personal. The applicable legislation allows non-personal data to be gathered, used, transferred and disclosed for any purpose. Purely by way of example, Ruixiang may have reason to collect the version number of the firmware installed and used to operate the drone. This information provides Ruixiang with help on the use of its products and services. However, if Ruixiang should associate non-personal data with personal data, the resulting combined data would be considered as data of a personal nature. This association remains very unlikely and thus be subject to the conditions referred to in article 3 of the present conditions.

5. INTELLECTUAL PROPERTY – TRADEMARKS – COPYRIGHT

5.1. Your content.

5.1.1. Ruixiang claims no intellectual property rights to the photos, videos, text or other content ("Content") that you record using the Application. This Content remains your property.

5.1.2. You decide who can access your Content. If you share your Content on social networks or using online services and application accessible to others, any user with whom you share your Content can

access it, you authorize these users to access your Content and grant them the non-exclusive right to use, reproduce, distribute, display, transmit and communicate your Content freely and publicly.

5.2. Kudrone content

5.2.1. Kudrone's name and logo are trademarks registered by Ruixiang. The names of the various models of drone are trademarks registered by Ruixiang. Kudrone products, services and accessories are protected by intellectual and industrial property rights including the trademarks, copyright, designs and patents. Copyright and all intellectual property rights on the content of a Kudrone product website and the Application (including the designs, drawings, photographs, text, audio, video and graphics) are and remain the property of Ruixiang. All other brands and logos are and remain the property of their respective owners.

5.2.2. Ruixiang hereby grants you a personal, non-exclusive, non-assignable, revocable, not sub-licensable, free, worldwide license to use the Application in accordance with these conditions of use.

6. GUARANTEES

6.1. You declare and guarantee that (i) you are the legitimate holder of all the intellectual property rights in the Content you publish and/or have all the authorization required to grant the rights referred to in this article and that the use of the Content infringes no law; and (ii) displaying, using and sharing your Content in no way infringes the copyright, intellectual or other property rights, advertising rights or privacy rights of third parties.

6.2. You guarantee Ruixiang against all claims or objections regarding the Content from any third parties, including any third party right, including any proceedings for breach of privacy, counterfeiting or unfair competition, brought by any third parties by, or after, the execution or use of your Content. In the event of legal action brought by a third party against Ruixiang in relation to your Content, you acknowledge and accept liability for all the injurious consequences

that may result from such an action and will indemnify the company of Ruixiang against all prejudice suffered or expenses contracted in the course of this action.

7. RULES FOR USE

7.1. The Application is offered to you free of charge (a) if you are a private individual, for your personal and non-commercial use, or (b) if you are a professional, solely for the intended requirements of your professional activities. You must not allow third persons acting on your behalf to: (i) make or distribute copies of the Application, (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or lease the Application, or (iii) create derivative works from the Application of whatsoever nature.

7.2. When you use the Application to pilot a drone, you undertake to respect the following rules:

Read the instruction guide supplied with the drone carefully;

The use of the drone in certain areas open to the public (e.g. railway stations or airports) or on the public highway may not be permitted. Ensure that the use of the drone is permitted where you are located.

Use the drone in a manner that respects privacy and personal image rights.

Close to strong magnetic fields, radio waves or strong radiation, the drone camera may not broadcast the video stream correctly. If sand or dust enters the drone, it and in particular the camera may irreversibly cease operating properly.

Do not use the drone in unfavorable weather conditions (rain, strong winds, snow) or when visibility is inadequate (night).

Keep the drone clear of high voltage wires, trees, buildings or any other potentially dangerous area.

Avoid using the drone in an environment with too many Wi-Fi networks 1 (routers, internet boxes). Keeping the number of Wi-Fi networks nearby to a minimum will allow better use of your drone.

Do not use the Application for illegal or unauthorized purposes. International users undertake to respect all local legislation concerning the filming of drones and the publication of video content.

Do not pollut content inciting hatred or violence or containing threats, or of a pornographic nature or containing nudity or gratuitous violence;

Do not use the Application or the drone for an illegal, malicious or discriminatory activity.

Respect local legislation concerning drone use.

8. AVAILABILITY

8.1. Ruixiang will make all commercially reasonable efforts to ensure that the Application is available at all times. However, you acknowledge that the Application is supplied via the Internet and mobile networks and that in consequence factors outside Ruixiang's reasonable control may affect the quality and availability of the Application.

8.2. Ruixiang, its subsidiaries and its subcontractors accept no liability whatsoever for (i) the unavailability of the Application, (ii) any difficulty or inability in downloading or accessing the Content, or (iii) any other failure of the system of communication that may make the Application unavailable.

9. LIMITATION OF LIABILITY

9.1. Although the utmost care has been taken in the development of the Application as to the accuracy, precision and exhaustiveness of the information provided, Ruixiang, its parent company and its subsidiaries shall not be held liable in the event of inaccurate information. ALL CONTENT IS PROVIDED 'AS IS' AND SUBJECT TO

AVAILABILITY. Ruixiang PROVIDES NO WARRANTY OF WHATSOEVER KIND, IMPLICIT OR EXPLICIT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT ALL THE CONTENT AND SERVICES ARE AVAILABLE, ARE OF MERCHANTABLE QUALITY OR FIT FOR ANY PARTICULAR PURPOSE OR MAY BE USED WITHOUT INFRINGING THE RIGHTS OF A THIRD PARTY. NOR ANY WARRANTY AS TO THE FUNCTIONING OF THE APPLICATION ITSELF OR ITS CONTENT. USERS ARE WARNED THAT ANY INFORMATION THEY SEND MAY POTENTIALLY BE INTERCEPTED BY A THIRD PARTY. Ruixiang DOES NOT GUARANTEE THAT (i) THE APPLICATION (ii) THE SERVERS GIVING ACCESS TO THIS APPLICATION AND THE SERVICES AND STORING THE USER'S CONTENT OR (iii) THE ELECTRONIC COMMUNICATIONS SENT BY Ruixiang ARE FREE FROM VIRUSES OR OTHER DESTRUCTIVE ELEMENTS.

9.2. Ruixiang shall under no circumstances be held liable for the whole or partial loss or corruption of the data and Content stored via the Application.

9.3. Ruixiang AND/OR ITS PARENT COMPANY AND/OR ITS SUBSIDIARIES MAY NOT BE HELD LIABLE IN THE EVENT OF INDIRECT OR CONSEQUENTIAL DAMAGE OR MORAL PREJUDICE RESULTING FROM, OCCASIONED BY OR LINKED TO THE USE OF OR THE INABILITY TO USE THE APPLICATION OR SERVICES OR THEIR CONTENT, EVEN WHERE Ruixiang HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. ANY PROCEEDINGS BY A USER MUST BE BROUGHT WITHIN ONE YEAR OF THE DATE ON WHICH THE CAUSE OF THE DAMAGE AROSE. The present conditions are applicable without prejudice to any mandatory provision of Chinese law that would be applicable.

9.4. The Application may contain links to other websites or applications that are not under the control of Ruixiang. These links are provided for your convenience when navigating, and Ruixiang, its parent company and its subsidiaries may under no circumstances be held liable for the content or functionality of the websites accessible

via these links. Ruixiang, its parent company and its subsidiaries rule out any explicit or implicit guarantee as to the accuracy, legality, reliability or validity of the content and functionality of these sites. Furthermore, the consultation of these sites is your responsibility.

10. JURISDICTION

10.1. The present conditions of use are governed by Chinese law. In the event of a dispute regarding their interpretation or execution, jurisdiction is expressly granted to the competent courts in the district of Shenzhen Court of Appeal, including for cases of emergency proceedings and where there is a multiplicity of defendants.

11. CONTACT US

11.1. For any questions regarding these conditions of use, please use the email: support@Kudrone.com to contact us.

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