

Terms and Conditions

Before you register for the Drone Legends Educator Portal for the first time, carefully review these conditions of usage. Registering for the Drone Legends Educator Portal indicates your acceptance of the Drone Legends Educator Portal User Agreement and its terms and conditions set forth below. This Participant User Agreement ("Agreement") is made in the state of New Jersey by Dynamic Learning Experiences LLC d/b/a Drone Legends ("DLE") with the person downloading, using, or accessing the Drone Legends Educator Portal ("Portal") and other copyrighted materials made available to the registered institution ("Participant" or "You") on the Portal.

BACKGROUND

DLE is a limited liability corporation organized and incorporated under the laws of the state of New Jersey to provide professional development and educational curriculum to educators. DLE developed educational curriculum and related support content (collectively "Curriculum") made available online through the Drone Legends Educator Portal, and these Curricula are protected by copyright under the laws of the United States.

This Agreement sets forth the terms and conditions governing the use of the Drone Legends Educator Portal by the participant. By becoming a user of the Portal and using the Curriculum, you are entering into a binding and enforceable agreement to be bound by all the terms and conditions of this Agreement.

This Agreement expressly incorporates by reference and includes, without limitation, the Portal's Terms and Conditions, Privacy Policy, and any additional guidelines, rules, and/or disclaimers that may be posted or updated on specific Web pages of the Portal, or on notices that are provided to You.

Please carefully review the terms of this Agreement before completing your registration on the Portal. If You do not wish to accept this Agreement, do not proceed with registration.

Thus, if You register for and use the Portal, You are agreeing to the following in exchange for the mutual commitments and obligations set forth in this Agreement:

1. Binding Terms and Changes

By becoming a registered user of the Portal and by using the Curriculum, You acknowledge that You have read and understood this Agreement, and You agree to be bound by all the terms and conditions of this Agreement. DLE may change the terms of this Agreement from time to time. Any changes to this Agreement will be posted on the Portal and will become effective and binding on You immediately upon posting. DLE may also change the terms by notifying you by any other reasonable form of notification,

effective immediately upon notice being provided. Your continued use of the Curriculum following such notice constitutes Your acceptance of those changes.

2. Password Use and Security

By entering into this Agreement, You acknowledge that the Curriculum is for Your institution's exclusive use only. Use or sharing of Your access code by another institution is not permitted and is cause for immediate termination of this Agreement without notice to You. You are solely responsible for maintaining the confidentiality of Your access code and for all activities that occur under Your access. You agree to immediately notify our Customer Service Department if You become aware of or have reason to believe that there has been any unauthorized use of Your account or any other breach of security. You also agree to take all reasonable steps to stop such unauthorized use and to cooperate with DLE in any investigation of such unauthorized uses or of infringements of DLE's intellectual property rights in the Curriculum. DLE shall have the sole right, at its expense, to bring any action on account of such infringements or unauthorized uses. DLE is in no way liable for any claims related to the use or misuse of Your access to the Portal due to the activities of any third party outside of our control or due to Your failure to maintain their confidentiality and security

3. Use of the Drone Legends Educator Portal offerings

DLE grants to its registered users a non-transferable, non-exclusive, and revocable license to use the Curriculum for the registration term specific to each program type as stated in the program descriptions from the date of purchase according to the terms and conditions set forth in this Agreement. Curriculum is solely for Participant's use. Individuals other than the Participant may not access or view this electronic file or use supporting materials, whether electronically or in print. You may not disseminate any portion of the Curriculum through electronic means, including email lists or bulletin boards, without the prior written consent of DLE. The Participant may only use this online access in a way that conforms to all applicable laws and regulations. Except as expressly granted by this Agreement, You acquire no right, title, or license in the Curriculum or the content or other data or materials incorporated in the Curriculum and may not sublicense, sell, or resell the whole or any part of the Curriculum or its contents. Except as expressly granted by this Agreement, You may not reproduce, transmit, distribute, or use the Curriculum or the content or other data or materials incorporated in the Curriculum without DLE's permission. You may not commingle any portion of the Curriculum with any other information and shall not edit, modify, or alter any portion. To request permission to copy beyond what is expressly provided herein, contact us at info@dronelegends.com. Any violation of this Agreement or abuse of the policies of the Curriculum will result in the immediate and permanent revocation of access to all DLE servers and services and of your license to use the Curriculum and will be pursued to the fullest extent permitted under all applicable laws, treaties, and conventions.

4. Copyright

DLE curriculum modules and supporting materials are copyrighted © 2023 by Dynamic Learning Experiences: All rights reserved. While DLE grants You the nonexclusive and

limited right to use the Curriculum as set forth in this Agreement, You acknowledge that DLE is the sole and exclusive owner of the entire copyright and other proprietary rights in and to the Curriculum and in and to the content and other data and materials incorporated in the Curriculum. All uses of the Curriculum are subject to DLE's copyright and other intellectual property rights.

5. Privacy

DLE does not collect, use, or process any information ("Personal Data"), such as name, address, phone number, or email address, that can be used directly or indirectly to identify a natural person. The Portal uses only strictly necessary cookies.

5. Limitation of Liability

You agree that the liability of DLE, its affiliates, directors, officers, employees, agents, and licensors, if any, arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected with the service or the content therein shall not exceed the amount you paid to DLE for this service. In no event shall DLE, its affiliates, directors, officers, employees, agents, and licensors be liable to you or to any third party for any special, incidental, indirect, consequential, or punitive damages of any kind, or any damages whatsoever resulting from loss of use, data, or profits, whether or not advised of the possibility of damage, and on any theory of liability (whether in contract, tort or otherwise), arising out of or in connection with the use or performance of the Curriculum or the content therein. The service is provided "as is," and you rely on the Curriculum and its contents at your own risk. There are no representations or warranties of any kind, either express or implied, including, but not limited to: No representations or warranties of merchantability or fitness for a particular purpose; no representations or warranties as to the accuracy or completeness of the service; and no representations or warranties that the service or anything else provided pursuant to this agreement will not infringe the proprietary rights of third parties. Drone Legends programs are continually under development, and changes may be made to the programs at any time.

6. Term and Termination

This Agreement will become effective upon Your acceptance of the terms of this Agreement by Your registration and, subject to the terms and conditions of this Agreement, will remain in effect while the Participant maintains a current, fully paid online registration to the program, or until terminated by DLE. DLE may discontinue or change the program, or its availability to you at any time without notice. The program registration, once purchased, is not returnable.

7. No Assignment

This agreement is personal to You, and You may not assign Your rights or obligations to anyone.

8. No Waiver

Neither failure or delay on the part of any party to exercise any right, remedy, power, or privilege hereunder nor course of dealing between the parties shall operate as a waiver

thereof, or of the exercise of any other right, remedy, power, or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.

9. Severability

If any provision in this Agreement is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect, and the Agreement shall be deemed reformed by replacing such invalidated or unenforceable provision with a valid and enforceable provision that corresponds as closely as possible to the intentions of the parties as expressed by the invalidated or unenforceable provision.

10. Governing Law and Venue

This Agreement will be governed by and construed in accordance with the laws of the state of New Jersey, without regard to conflicts of law principles and without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. You hereby submit to and agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof shall be the courts located in the state of New Jersey. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods

12. Entire Agreement

As stated above, the Terms and Conditions, Privacy Policy, and any additional guidelines, rules, and/or disclaimers posted on the Portal or on notices provided to you are incorporated into this Agreement by reference as if fully restated herein. This Agreement constitutes the entire agreement between You and DLE governing Your use of our Drone Legends Educator Portal and supersedes any prior agreements, if any, between You and DLE relating to any matter dealt with in this Agreement

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