

Drone Services Policy

Effective Date: January 27, 2025

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Revision History

- **Version 1.0** – Initial release. (Effective date: 01/17/2025)
- **Version 1.1** – Updated data usage and privacy terms; added clarification on ownership rights and client material usage.
- **Version 1.2** – Included FAA website link in Section 5; updated service scheduling process to in-person and website only; added 48–72 hour standard delivery time; reduced revision requests to one round of edits.
- **Version 1.3** – Booking window extended to 4 weeks (28 days out from today’s current date). Omitted PAYMENT UPON DELIVERY option in Sec.3. Updated definition of round of edit in Sec 8.

1. Overview

This policy outlines the terms and conditions for drone services provided by **CameronJBurns Aerial Imaging**. By engaging our services, customers agree to be bound by these terms. For any questions or concerns, please refer to the appropriate sections below.

2. Service Offerings

Our drone services include, but are not limited to, the following:

- Real estate marketing
 - Inspections
 - Marketing
 - Custom drone solutions
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3. Booking and Payment

3.1. How to Book Services

- Services must be scheduled either through our website or in person.

3.2. Payment Terms

- **Deposit/Full Payment:** Bookings must be paid in full at the time of booking, unless an alternative arrangement has been agreed upon in writing.
 - **Accepted Payment Methods:** Apple Pay, Google Pay, most credit/debit cards, and cash (if applicable).
 - **Price Changes:** Prices for services are subject to change without notice.
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4. Cancellation and Rescheduling

- **Cancellation:** Clients must provide at least 24 hours' notice to avoid additional fees.
- **Rescheduling:** Clients may reschedule a service appointment at no additional charge with at least 24 hours' notice.
- **Weather Conditions:** Services may be rescheduled due to unsafe weather conditions or unforeseen circumstances.

5. Legal and Regulatory Compliance

5.1. FAA and Local Regulations

- All drone operations comply with FAA regulations and local laws. For more information on FAA regulations, please visit the [FAA website](#).

5.2. Permissions and Restricted Areas

- **Restricted Areas:** We will not fly in no-fly zones or areas prohibited by law.
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6. Safety and Liability

6.1. Safety Measures

- **Safety First:** Safety is a top priority. We adhere to best practices and conduct rigorous pre-flight checks during all drone operations.
- **Equipment Maintenance:** All drones and equipment are regularly maintained to ensure optimal performance and safety.
- **Emergency Procedures:** We have established emergency protocols to handle unexpected situations during drone operations.

6.2. Liability

6.2.1. Limitation of Liability

a. General Limitation

To the fullest extent permitted by applicable law, **CameronJBurns Aerial Imaging** (“We, Us, or Our”) shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any other damages of any kind, including but not limited to loss of profits, revenue, data, or use, arising out of or in any way connected with:

- Your access to or use of the website or services;
- Any inability to access or use the website or services;
- Any content obtained from the website or services;
- Unauthorized access to or alteration of your transmissions or data;
- Any other matter related to the website or services.

b. Specific Limitations

- **Content Liability:**

We are responsible for the content generated by our drone operations displayed on our website. However, we do not endorse, guarantee, or assume responsibility for the accuracy, completeness, or reliability of such content. Any reliance on the content provided is at your own risk.

- **Third-Party Services:**

Our website may contain links to third-party websites or services. We do not control and are not responsible for the content, privacy policies, or practices of any third parties.

6.2.2. Indemnification

You agree to indemnify, defend, and hold harmless **CameronJBurns Aerial Imaging**, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from:

- Your use or misuse of the website or services;
- Violation of any term of this Service Policy;
- Violation of any third-party right, including without limitation any copyright, property, or privacy right;
- Any claim that your use of the website or services caused damage to a third party.

6.2.3. Assumption of Risk

a. Use of Services

Engaging our drone services involves certain risks, including but not limited to:

- **Physical Injury:** Potential for injury to your property or bystanders due to drone operation.
- **Privacy Concerns:** Risks related to capturing images or data without consent.
- **Legal Compliance:** Ensuring all drone operations comply with aviation regulations and laws.

By using our services, you acknowledge and assume all risks associated with our drone operations and agree to comply with any guidelines provided by **CameronJBurns Aerial Imaging**.

b. Data and Privacy Risks

While we implement security measures to protect your data, you acknowledge that:

- No method of transmission over the internet or electronic storage is 100% secure.

- We cannot guarantee absolute security of your data against unauthorized access or breaches.

6.2.4. Warranty Disclaimer

Your use of the website and services is at your sole risk. The website and services are provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind, either express or implied, including but not limited to:

- **Implied Warranties:** Merchantability, fitness for a particular purpose, non-infringement.
- **Accuracy:** We do not warrant that the website or services will be accurate, complete, reliable, error-free, or timely.
- **Availability:** We do not guarantee that the website or services will be available at all times or free from interruptions. However, we will attempt to inform you of any future maintenance in a timely manner.

6.2.5. Compliance with Laws

You agree to comply with all applicable local, state, national, and international laws and regulations regarding the use of the website and services. We are not liable for any legal consequences resulting from your non-compliance.

6.2.6. Force Majeure

CameronJBurns Aerial Imaging shall not be liable for any failure to perform its obligations under this Service Policy if such failure results from circumstances beyond our reasonable control, including but not limited to:

- Natural disasters (e.g., earthquakes, floods, hurricanes);
- Acts of war or terrorism;
- Government actions or regulations;
- Power outages or internet disruptions;
- Equipment failures.

6.2.7. Severability

If any provision of this Liability section is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.2.8. Changes to Liability Terms

We reserve the right to modify or update this Liability section at any time. Any changes will be effective immediately upon posting on the website. Your continued use of the website or services after such changes constitutes acceptance of the new terms.

6.2.9. Governing Law and Jurisdiction

This Liability section and any disputes arising out of or related to it shall be governed by and construed in accordance with the laws of Massachusetts, Connecticut, New Hampshire, Vermont, New York, Maine, USA, without regard to their conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in Massachusetts, Connecticut, New Hampshire, Vermont, New York, Maine, USA for the resolution of any disputes.

6.3. Client Responsibilities

- **Preparation of the Operational Area:**

Clients are solely responsible for ensuring that the designated service area is safe, accessible, and free of hazards. This includes, but is not limited to, removing obstacles, securing pets and unauthorized personnel, and verifying that the site complies with local guidelines and requirements.

- **Provision of Accurate Information:**

Clients must provide clear, accurate, and up-to-date information regarding the service location, including any potential hazards, access restrictions, or special considerations that may impact drone operations. Any failure to provide accurate information may result in delays, additional fees, or the cancellation of services, for which **CameronJBurns Aerial Imaging** cannot be held responsible.

- **Compliance with Instructions and Safety Guidelines:**

Clients are expected to follow any safety guidelines or instructions provided by **CameronJBurns Aerial Imaging** regarding the operational area. Non-compliance that leads to accidents, damages, or delays will be considered the sole responsibility of the client.

- **Indemnification:**

Clients agree to indemnify, defend, and hold harmless **CameronJBurns Aerial Imaging**, its employees, and agents from any claims, liabilities, damages, or expenses arising from the client's failure to provide accurate information, prepare a safe working environment, or adhere to the provided safety guidelines. This includes any costs associated with third-party claims related to negligence or unsafe conditions that were not properly disclosed by the client.

7. Data and Privacy; Ownership and Usage Rights

- **Ownership Rights:**

CameronJBurns Aerial Imaging retains indefinite ownership of all photos, videos, and other materials captured during the project.

- **Usage Rights:**

Clients grant **CameronJBurns Aerial Imaging** the right to use, reproduce, and distribute all captured content for any business purposes, including marketing, advertising, and promotional activities, without needing further permission.

- **Permissions and Special Authorization:**

For locations requiring special authorization for drone operations, **CameronJBurns Aerial Imaging** will attempt to procure the necessary permit; however, such permission is not guaranteed. **CameronJBurns Aerial Imaging** reserves the right to refuse service if the location poses potential dangers or risks that would compromise safety.

- **Raw Footage Requests:**

Clients may request raw footage in addition to edited materials, subject to prior agreement.

- **Safety and Weather Conditions for Data Capture:**

Unsafe weather conditions include any event involving visible moisture or other conditions unsuitable for drone operation—especially those where wet weather would impede drone functionality.

8. Deliverables and Revisions

8.1. Deliverable Formats

- Photos and videos will be delivered in JPEG, PNG, MP4, or other specified formats.

8.2. Delivery Time

- Standard delivery time is 48–72 hours after the completion of the shoot.

8.3. Revisions

- **Revisions Allowed:** Clients may request one round of edits at no additional charge.
 - **Definition of a Round of Edits:** Fixing color balance, trimming footage, removing minor distractions, adjusting audio levels, or making minor text/graphic updates.

- **Additional Revisions:** Any additional rounds of edits beyond the initial round will incur a fee of \$30 per round.
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9. Customer Support

If you have any questions or concerns, please contact us:

- **Email:** cburns@cameronjburns.com
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10. Amendments

CameronJBurns Aerial Imaging reserves the right to amend this policy at any time without prior notice. By continuing to use our services, clients agree to be bound by the most current version of the policy.

11. Right to Refuse Service

CameronJBurns Aerial Imaging reserves the right to refuse service at any time, for any reason, including—but not limited to—safety concerns, client behavior, or violations of these terms and conditions.

Thank you for choosing **CameronJBurns Aerial Imaging** for your drone service needs. We look forward to capturing your vision from above!