

SOFTWARE TERMS OF USE

Lastly updated: November 10, 2022

Thank you for your interest in our products. These Terms of Use (these “Terms”) apply to your use, purchase and access to any mobile applications, operation systems or other software we offered (the “DJI Software”), together with all content, tools, data, features and functionalities we offered on or through the DJI Software (collectively, the “Services”). Please read these Terms carefully. By accessing or using the Services in any manner, you agree to be bound to these Terms.

As used herein, “we”, “us” or “DJI” refers to SZ DJI Technology Co., Ltd. and “you” refers to you as a user of the Services. If you are agreeing to these Terms or accessing and/or using the Services on behalf of an entity, organization, company, or individual other than yourself, you represent and warrant that you have the authority to bind that entity, organization, company or individual to these Terms and you agree to be bound by these Terms on behalf of such person.

YOU ACKNOWLEDGE AND AGREE THAT, AS PROVIDED IN GREATER DETAIL IN THESE TERMS:

- **BINDING ARBITRATION AND NO CLASS ACTION.** Subject to the country specific provisions below, these Terms provide that all disputes between you and DJI will be resolved by binding arbitration. You agree to give up your right to go to court to assert or defend your rights under these Terms, except for matters that may be taken to small claims court. Your rights will be determined by a neutral arbitrator and not a judge or jury, and your claims cannot be brought as a class action. Please review [Section 13 \(“Dispute Resolution and Arbitration”\)](#) of these Terms for the details regarding your agreement to arbitrate any disputes with DJI.
- **NO WARRANTIES AND LIMITED LIABILITY.** Subject to the country specific provisions below, the Services is provided “as-is” and without warranties of any kind other than those provided for in the DJI Limited Warranty (<https://www.dji.com/service/policy>), and DJI’s liability to you is limited. Please review [Section 10 \(“Disclaimers: No Warranties”\)](#) and [Section 11 \(“Limitation of Liability”\)](#) of these Terms for the details regarding your agreement to DJI’s disclaimer of warranties and limitation of liability.

IF YOU ARE NOT ELIGIBLE OR DO NOT AGREE TO ANY OF THESE TERMS, THEN YOU MAY NOT USE THE SERVICES.

1. ELIGIBILITY

By agreeing to these Terms, you represent and warrant to us that you are at least 18 years of age, or if you are under 18 years old (or the relevant age in your jurisdiction where you are considered a minor), you represent that your parent or legal guardian has read these Terms and agrees to be bound by these Terms on your behalf.

2. ACCOUNT REGISTRATION

To use certain of the Services, you may need to create an account (“Account”). You agree to provide us with accurate, complete and updated information for your Account. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your Account. You must immediately notify us at support@dji.com if you know or have any reason to suspect that your Account or password have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account.

3. PRIVACY POLICY

Our Privacy Policy describes how we handle the information you provide to us when you use the Services, including all information provided when you register an Account. For an explanation of our privacy practices, please visit our [Privacy Policy](#).

4. LIMITED LICENSE

License Grant. Subject to your compliance with these Terms, DJI hereby grants to you, a personal, worldwide, royalty-free, non-assignable, non-sublicensable, non-transferrable, and non-exclusive license to use the software provided to you as part of the Services (and to download a single copy of the DJI Software onto the equipment or device specified by us). This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms and subject to the use restrictions described below. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that DJI, in its sole discretion, may elect to take.

Restrictions on Your Use of the Services. You may not do any of the following, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services;

- duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- conduct activities that may be harmful to others or that could damage our reputation;
- use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- perform any fraudulent activity in connection with your access or use of the Services, including impersonating any person or entity, claiming a false affiliation, accessing any other Account without permission, or falsifying your age or date of birth;
- exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- use the Services for illegal, harassing, unethical, or disruptive purposes;
- violate any applicable law or regulation in connection with your access to or use of the Services; or
- access or use the Services in any way not expressly permitted by these Terms.

Use of the DJI Software. You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the DJI Software. We do not guarantee that the DJI Software can be accessed and used on any particular device, unless it is a DJI Hardware such as DJI Smart Controller, or with any particular service plan. We do not guarantee that the DJI Software will be available in any particular geographic location. As part of the Services and to update you regarding the status of deliveries, you may receive push notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you in connection with the DJI Software ("Push Messages"). You acknowledge that, when you use the DJI Software, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through your mobile

device's operating system (with the possible exception of infrequent, important service announcements and administrative messages).

Third Party Materials in the Services. Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials"). You may also affirmatively opt in or download Third Party Materials. The Service may also provide links to certain third party websites. By using the Services, you acknowledge and agree that we are not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

Service Fee. Some Services DJI Software provide are paid Services. If you choose to use those Services please make sure you have read and agreed to the terms. DJI may modify the paid Services or change the charging plan. We may also turn free Services to paid Services at any time. Before a change of fees, DJI will notify users on the Service page. If DJI choose to turn a paid Service to free, DJI will not reimburse or refund the users who have paid for the Services.

Temporary Software License. If you would like to use the trial version of our software, please follow the instruction to complete the application. We hereby grants you a non-sublicensable, nonexclusive, nontransferable license to use the trial version software without charge and for evaluation purposes only. Other use of the trial version software is expressly prohibited. To detect, prevent, and respond to fraud, abuse, security risks, and technical issues that could harm our users, us, or the public, we are entitled to suspend or terminate the license. You acknowledge that you understand and consent to the process of your personal information that we may collect and verify the personal information you provided including but not limited to your phone number, IP address, email and address to maintain security risks. DJI or our partners may also contact you with the information you provided herein.

5. FEEDBACK

If you choose to provide input or suggestions regarding problems with, or proposed modifications or improvements to, the Services ("Feedback"), then you hereby grant DJI an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit such Feedback in any manner and for any purpose with no duty to make any payments or notice to you for such exploitation.

6. COMPLIANCE WITH LAWS

By using and/or accessing the Services, you represent and warrant that your access and use of the Services, your involvement of events or activities incidental to your use of the Services comply and will comply with all applicable laws, statutes, and regulations. Should the local law requires a certification or permission before your activities using DJI Software, you will apply and obtain such certification or permission by yourself to conform to the law. If your use of the Software cause DJI to violate the law, DJI is entitled to suspend or terminate your Service including but not limited to terminate your account.

7. OWNERSHIP

The visual interfaces, content, graphics, design, firmware, software, services, and all other elements of the Services are protected by intellectual property and other laws. All right, title and interest in and to the Services are the property of DJI or our third-party licensors. DJI and our licensors reserve all rights to the Services not granted expressly in these Terms.

8. USER CONTENT

User Content Generally. Certain features of the Services, such as the DJI Forum on the Site, may permit users to upload content, including messages, reviews, photos, video, images, folders, data, text, and other types of works (“User Content”) and to publish User Content to be made available through the Services. You retain copyright and any other proprietary rights that you may hold in the User Content that you post.

Limited License Grant to DJI. By posting or publishing User Content, you grant DJI a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed.

Limited License Grant to Other Users. By posting or sharing User Content with other users of the Services, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionalities of the Services.

User Content Representations and Warranties. You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that: (a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize DJI and users of the Services to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated herein; and (b) your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade

secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause DJI to violate any law or regulation.

User Content Disclaimer. DJI is under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. DJI may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when accessing the Services you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against DJI with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, DJI does not permit any copyright-infringing activities.

Notice of Infringement – DMCA Policy. If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that constitutes copyright infringement, you may submit a notification to our copyright agent in accordance with 17 USC 512(c) of the Digital Millennium Copyright Act (the “DMCA”), by providing the following information in writing:

- identification of the copyrighted work that is claimed to be infringed;
- identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service;
- information for our copyright agent to contact you, such as an address, telephone number and e-mail address;
- a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
- a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
- the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent by mail to: Attn: DMCA Notice, IP Department, SZ DJI Technology Co., Ltd., 14th Floor, West Wing, Skyworth Semiconductor Design Building, No. 18 Gaoxin South 4th Ave, Nanshan District, Shenzhen, 518057, China or by email to dept-ip@dji.com. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

A user of the Services who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by fax or regular mail or by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages.

9. INDEMNITY

You are responsible for your use of the Services. You will defend and indemnify DJI and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “DJI Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or in any way connected with: (a) your use and/or access or alleged use and/or access of the Services; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy, right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

FOR EU USERS THE FOLLOWING SECTIONS APPLY:

You are responsible for your use of the Services. You agree to compensate in full DJI and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “DJI Entities”) from and against every claim, liability, damage, loss, and expense, including reasonably foreseeable attorneys’ fees and costs, arising out of or in any way connected with: (a) use or alleged use of the Services; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy, right; or (d) any dispute or issue between you and any third party. If, at DJI’s request, you permit DJI, to assume the exclusive defense and control of any matter for which you are required to compensate us under this paragraph (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

FOR AUSTRALIAN USERS THE FOLLOWING SECTIONS APPLY:

You are responsible for your use of the Services. You will defend and indemnify DJI and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “DJI Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or in any way connected with: (a) negligent use or alleged negligent use of the Services; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy, right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

10. DISCLAIMERS; NO WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THE DJI LIMITED WARRANTY APPLICABLE TO THE DJI PRODUCTS YOU PURCHASE (POLICY AVAILABLE AT [HTTPS://WWW.DJI.COM/SERVICE](https://www.dji.com/service)), THE SERVICES AND ALL MATERIALS, AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND AND THE DJI ENTITIES DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE DJI ENTITIES DO NOT WARRANT, THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE DJI ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH, DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR DJI HARDWARE USED IN CONNECTION WITH THE SERVICES) OR THIRD PARTY PROPERTY, OR THE LOSS OF DATA THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICES.

Some jurisdictions may prohibit a disclaimer of warranties and you may have other rights that vary from jurisdiction to jurisdiction.

FOR EU USERS THE FOLLOWING SECTIONS APPLY:

EXCEPT AS EXPRESSLY PROVIDED IN DJI LIMITED WARRANTY (POLICY AVAILABLE AT [HTTPS://WWW.DJI.COM/SERVICE](https://www.dji.com/service)), THE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE EXTENT PERMITTED BY LAW, THE DJI ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXCEPT AS EXPRESSLY PROVIDED IN DJI LIMITED WARRANTY, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE DJI ENTITIES DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

TO THE EXTENT PERMITTED BY LAW, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE DJI ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES AND WHICH IS NOT ATTRIBUTABLE TO THE DJI ENTITIES OR TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH, DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR DJI HARDWARE USED IN CONNECTION WITH THE SERVICES) OR THIRD PARTY PROPERTY, OR THE LOSS OF DATA THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICES AND FOR WHICH THE DJI ENTITIES CANNOT BE HELD LIABLE UNDER THESE TERMS.

Some jurisdictions may prohibit a disclaimer of warranties, in particular disclaimer of warranties provided or implied by law (such as legal guarantees of conformity for goods offered to EU consumers) and you may have other rights that vary from jurisdiction to jurisdiction.

FOR AUSTRALIAN USERS THE FOLLOWING SECTIONS APPLY:

10.1 Statutory Guarantees. IF YOU ARE AN AUSTRALIAN RESIDENT THEN OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS AND SERVICES REPAIRED OR REPLACED IF THE GOODS AND SERVICES FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

GUARANTEES INCLUDE (WITHOUT LIMITATION) THAT (A) THE SERVICES ARE PROVIDED WITH ACCEPTABLE CARE, SKILL AND TECHNICAL KNOWLEDGE AND TAKING ALL NECESSARY STEPS TO AVOID LOSS AND DAMAGE; (B) THE SERVICES ARE FIT FOR THE PURPOSE OR GIVE THE RESULTS THAT YOU AND DJI AGREED TO; (C) THE SERVICES ARE DELIVERED WITHIN A REASONABLE TIME.

10.2 Disclaimer. NOTHING IN THIS SECTION 10.2 LIMITS YOUR RIGHTS AND STATUTORY GUARANTEES AS DESCRIBED IN SECTION 11.1. THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE DJI ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, EXCEPT AS EXPRESSLY PROVIDED IN DJI LIMITED WARRANTY, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING: ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE DJI ENTITIES DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE DJI ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH, DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR DJI HARDWARE USED IN CONNECTION WITH THE SERVICES) OR THIRD PARTY

PROPERTY, OR THE LOSS OF DATA THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICES.

THE BENEFITS PROVIDED TO THE CONSUMER BY THE WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES AVAILABLE TO THE CONSUMER UNDER THE LAW INCLUDING THE STATUTORY GUARANTEES AS DESCRIBED IN SECTION 10.1.

11. LIMITATION OF LIABILITY.

IN NO EVENT WILL THE DJI ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY DJI ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

THE AGGREGATE LIABILITY OF THE DJI ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100.

SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 11 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

FOR EU USERS THE FOLLOWING SECTIONS APPLY:

IN NO EVENT WILL THE DJI ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY DJI ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Furthermore, nothing in these Terms limits or excludes yours or our liability for intentional violation of these Terms, fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 11 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

FOR AUSTRALIAN USERS THE FOLLOWING SECTIONS

APPLY:

EXCEPT FOR OUR LIABILITY TO YOU UNDER THE STATUTORY GUARANTEES DESCRIBED IN SECTION 10.1 (WHICH IS NOT LIMITED OR EXCLUDED):

IN NO EVENT WILL THE DJI ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY DJI ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

THE AGGREGATE LIABILITY OF THE DJI ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 11 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. GOVERNING LAW AND JURISDICTION.

Subject to the country specific provisions below, these Terms are governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and DJI agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for the purpose of litigating any dispute.

FOR EU USERS THE FOLLOWING SECTIONS APPLY:

You and DJI both agree that these Terms are non-exclusively governed by the laws of England and Wales, which means that the laws of England and Wales apply but that you still enjoy the protection of the consumer protection laws of the country in which you live.

You agree to submit to the non-exclusive jurisdiction of the English Courts, which means that you may bring a claim to enforce your consumer protection rights in connection with these Terms in a court located in England or in the EU country in which you live. However, if you are a consumer, DJI will bring claims against you before the courts of the EU country in which you live.

FOR AUSTRALIAN USERS THE FOLLOWING SECTIONS

APPLY:

These Terms are governed by the laws of the State of Victoria, Australia without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and DJI agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Victoria, Australia for the purpose of litigating any dispute. For avoidance of doubt, Section 13 will not apply to matters that may be taken to the small claims court or matters relating to your rights and statutory guarantees described in Section 10.1.

13. DISPUTE RESOLUTION AND ARBITRATION

FOR EU USERS: Section 13 is not applicable to you.

13.1. Generally. IN THE INTEREST OF RESOLVING DISPUTES BETWEEN YOU AND DJI IN THE MOST EXPEDIENT AND COST EFFECTIVE MANNER, YOU AND DJI AGREE THAT EVERY DISPUTE ARISING IN CONNECTION WITH THESE TERMS WILL BE RESOLVED BY **BINDING ARBITRATION**. ARBITRATION IS LESS FORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A **NEUTRAL ARBITRATOR INSTEAD OF** A JUDGE OR JURY, MAY ALLOW FOR MORE LIMITED DISCOVERY THAN IN COURT, AND CAN BE SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. EXCEPT AS SET FORTH IN SECTION 13.2, THIS AGREEMENT TO ARBITRATE DISPUTES INCLUDES ALL CLAIMS ARISING OUT OF OR RELATING TO ANY ASPECT OF THESE TERMS, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER A CLAIM ARISES DURING OR AFTER THE TERMINATION OF THESE TERMS.

13.2. Exceptions. Despite the provisions of Section 13.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

FOR AUSTRALIAN USERS: Despite the provisions of Section 13.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) claim in relation to your rights and statutory guarantees in Section 10.1; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

13.3. Any arbitration between you and DJI will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration

Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting DJI.

13.4. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail (“Notice”). DJI’s address for Notice is: 14th Floor, West Wing, Skyworth Semiconductor Design Building, No.18 Gaoxin South 4th Ave, Nanshan District, Shenzhen, China, 518057. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or DJI may commence an arbitration proceeding.

13.5. Fees. Payment for any and all reasonable AAA filing, administrative and arbitrator fees will be in accordance with the AAA Rules. If the value of your claim does not exceed \$10,000, DJI will pay for the reasonable filing, administrative and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose. .

13.6. No Class Actions. YOU AND DJI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and DJI agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS, YOU AND DJI ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.

13.7. Modifications of This Arbitration Provision. If DJI makes any future change to this arbitration provision, other than a change to DJI’s address for Notice, you may reject the change by sending us written notice within 30 days of the change to DJI’s address for Notice, in which case your account with DJI will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

13.8. Enforceability. If this Section 13 is found to be unenforceable, the parties agree that the exclusive jurisdiction and venue described in Section 12 will govern any action arising out of or related to these Terms.

14. CHANGES TO THESE TERMS

We may modify these Terms from time to time in which case we will update the “Last Updated” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the Site or the DJI Software. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.

15. EXPORT LAWS

You agree that you will not export or re-export, directly or indirectly, the Services to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

16. GENERAL

These Terms and any other agreements expressly incorporated by reference into these Terms are the entire and exclusive understanding and agreement between you and DJI regarding your use of the Services. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms. Termination will not limit any of our other rights or remedies at law or in equity.

EXCEPTION, for EU USERS: We may assign our rights and obligations under these Terms without your prior express consent, provided that we assign these Terms on the same conditions or conditions that are no less advantageous to you.

17. CONTACT INFORMATION

The Services are offered by SZ DJI Technology Co., Ltd. and its affiliated companies. Our office is located at 14th Floor, West Wing, Skyworth Semiconductor Design Building, No.18 Gaoxin South 4th Ave, Nanshan District, Shenzhen, China, 518057. You may contact us by sending correspondence to that address or by emailing us at support@dji.com.