

TERMS & CONDITIONS

1. INTRODUCTION

1.1. Courses: ABJ Academy Limited ("ABJ Drone Academy") is a provider of training courses, instructor membership services and related materials ("Courses"). Courses can be delivered in-house at your premises, at public venues, or via the world-wide web ('the Web'). Courses may be tailored ('Tailored Courses') or standard ('Standard Courses').

1.2. Course Details: Details of the Courses available from ABJ Drone Academy are set out on the Website www.abjacademy.global, as defined below.

1.3. Terms apply to all Courses: The following terms and conditions ('these Terms') shall be incorporated into all agreements for the provision of Courses, including agreements which constitute 'distance contracts' (a 'Distance Contract') under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

2. DEFINITIONS

2.1. Definitions: In these Terms, the following expressions shall have the meanings set against them unless the context is inconsistent therewith:

(a) "Course Materials" means any documentation, articles, web pages, online modules or consulting project materials provided as part of a Course;

(b) "ABJ Drone Academy" is a trading names of ABJ Academy (Global) Limited, whose registered office is at Sixty Six, North Quay, Great Yarmouth, Norfolk, NR30 1HE (company number 10940074). References to ABJ Drone Academy relate to ABJ Drone Academy e-Learning.

(b) "Live Courses" means Courses delivered face-to-face by ABJ Drone Academy instructors or employees;

(c) "On-Line Courses" means Courses or Webinars delivered via the Web;

(d) "Remote Courses" means Courses involving the remote delivery of hard copy materials or materials on hard media such as CD ROM

(e) 'You' means any person who uses the Website or whose order for Courses is accepted by ABJ Drone Academy.

(f) "Website" refers either to the website at aptordronepilots.com, a service provided by ABJ Drone Academy, or any other website controlled by ABJ Drone Academy.

2.2. Delivery: "Delivery" means the time when Live Courses have commenced, or when Remote Course Materials have been delivered, or when access to Online Course modules has been granted.

2.3. The Regulations: Any reference to a Regulation in these Terms is a reference to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3. YOUR ACCEPTANCE OF THESE TERMS

3.1. Acceptance: By registering to use the Website or by otherwise registering for or agreeing to be supplied with the Courses, you agree to be legally bound by these Terms, and that your use of the Website and the Courses will be on these Terms alone.

3.2. Amendment: ABJ Drone Academy reserves the right to change these Terms from time to time. You are responsible for regularly reviewing these Terms and any amended terms posted on the Website or otherwise notified to you. Your continued use of the Website and/or the Courses constitutes your agreement to these Terms as amended. ABJ Drone Academy will be bound by any amendment to these Terms only to the extent that such

amendments have been approved in writing by a Director or the Company Secretary of ABJ Drone Academy.

4. PRICE

4.1. Price List & Changes: Except as otherwise expressly agreed by ABJ Drone Academy in writing, the price of each Course shall be the price listed in ABJ Drone Academy' published price list current at the date of purchase in the price list). The price of each Course is subject to change at any time at ABJ Drone Academy' sole discretion prior to the date of purchase. You must check the Website or other published price list for the current prices before ordering any Courses.

5. PAYMENT

5.1. Time of Payment: Payment for all Courses shall normally be made immediately upon registering and in every case, no later than 30 days after the commencement of the programme.

5.2. Interest: If for any reason payment is not within the 30 day period as set out above, you agree to pay an interest charge at the rate of 5% per year over Barclays Bank base rate during the period from date of Delivery to the date of actual payment of the amount due.

5.3. Method of Payment: Payment for all Courses shall be made in pounds sterling (or such other currency as agreed between You and ABJ Drone Academy) by credit or debit card or such other method as may be specified by ABJ Drone Academy (this is for retail purchases).

5.4. Security: For payment with Credit Card, ABJ Drone Academy uses all reasonable efforts to safeguard the confidentiality of your credit or debit card details such as encryption technology and firewalls. However, "perfect" security does not exist on the Internet. Your credit card number and contact information will be provided to Global Payment Merchant Services or the relevant credit card company from time to time ("the Credit Card Company"). The Credit Card Company has its own privacy and data collection practices and ABJ Drone Academy has no responsibility or liability for these independent practices.

6. ACCEPTANCE & CANCELLATION OF ORDERS FOR RETAIL/INTERNET PURCHASES ONLY

6.1. Offer and Acceptance: Neither the Website nor the ABJ Drone Academy e-Learning price lists constitute legally binding offers:

ABJ Drone Academy e-Learning is under no obligation to accept your order for an On-Line Course or any other Course.

Acceptance of your order shall take place only when ABJ Drone Academy e-Learning dispatches its acceptance of your order to you or you receive an email notification that you are accepted on a course.

6.2. Cancellation Right: You have the right in accordance with Regulation 10 to cancel any Distance Contract made between us, which includes contracts made exclusively by means of the Internet, e-mail, fax, telephone or other means of distance communication. In accordance with the Regulations, notice of cancellation must be received by us during the Cancellation Period, which is the period ending on the expiry of SEVEN WORKING DAYS beginning with the day after the day on which the contract was concluded. In the event that a contract is cancelled pursuant to the Regulations, you will be responsible for returning any Course Materials to us in accordance with our Returns Procedure set out in Clause 8 of these Terms.

6.3. Limit on Cancellation Right: Except as otherwise agreed between you and ABJ Drone Academy, and in accordance with Regulation 13, you will not be able to cancel the contract in accordance with Regulation 10 once Delivery of the services has begun.

7. CANCELLATION PROCEDURE

7.1. Notice of Cancellation: Notice of cancellation of any Course must be given in accordance with Clause 18.

7.2. Cancellation Fee for In-house: Unless you cancel a Course within the Cancellation Period, cancellation will incur a cancellation fee based on the following:

(a) If you cancel up to 8 weeks prior to Delivery of the Course, there will be a cancellation fee of 30% of the total price payable by you

(b) If you cancel not more than 6 weeks but not less than 4 weeks prior to Delivery of the Course, there will be a cancellation fee of 60% of the total price payable by you

(c) If you cancel up to 4 weeks prior to Delivery of the Course, there will be a cancellation fee of 100% of the total price payable by you

(d) Cancellation for Blended Programmes: For the in-house training days as part of the instructor level training, the above cancellation for in-house applies. For any Pre- and/or Post Study Online-modules assigned as part of the instructor package, there is an automatic ongoing renewal fee at the end of the initial access period which serves as a continuous roll-over subscription to the modules. Please see cancellation periods in clause 7.4.

7.3. Nature of Cancellation Fees: You agree that the above cancellation fees constitute a genuine pre-estimate of the expenses likely to be incurred by us as a result of your cancellation.

7.4. For Online Learning and Blended Learning/Instructor-level Subscription Contracts: ABJ Drone Academy require written notification sixteen weeks prior to the renewal date for yearly subscription contracts and eight weeks notification prior to any other length of contract if you do not wish to renew your subscription contract, otherwise the contract will automatically roll over with a 10% increase on sale price on a continuous basis. For contracts and access periods of less than an eight-week period, the notification period is four weeks.

8. RETURNS PROCEDURE

8.1. Returns Procedure: Where ABJ Drone Academy has sent out course specific material, we will accept Course Materials for return only if:

(a) You cancelled the relevant Distance Contract within the Cancellation Period as defined in clause 6.2 or;

(b) The Course Materials were not compliant with our obligations under these Terms, and;

(c) You follow the returns procedure set out below.

8.2. Condition of returned Course Materials: ABJ Drone Academy will accept returned Course Materials only if they are:

(a) Accompanied by a valid proof of purchase and

(b) Complete and in an unused and re-saleable condition. In particular, ABJ Drone Academy reserves the right not to make any refund to you in respect of sealed Course Materials where such seal has been broken (for example sealed instructor manuals).

8.3. Notification: ABJ Drone Academy reserves its right under Regulation 14 to make a charge for the return of Course Materials on cancellation of a Course by you. Such charge shall not exceed the actual direct costs of such return. If you wish to return Course Materials in the circumstances set out above, you should notify ABJ Drone Academy in the manner set out in Clause 18 with details of your original order number and receipt. If ABJ Drone Academy agrees to accept the return, your credit or debit card will be debited with the cost of the return delivery charge being £25 per return.

8.4. Collection of Course Materials: ABJ Drone Academy will arrange to collect the Course

Materials to be returned. You will then receive an e-mail notice that your return is registered with ABJ Drone Academy' carrier who will collect the goods within five (5) working days of your contacting ABJ Drone Academy as provided above.

8.5. Refund of Purchase Price & Outbound Delivery Charge: If you qualify for a return and have followed the above procedure, you will receive a full refund of the purchase price and the outbound delivery charge to be credited to your card. Noncompliant Course Materials must be returned before any refund will be made.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Ownership: ABJ Drone Academy or its licensors own all title, copyright and all other intellectual property rights (including without limitation, database rights, trade marks, patents, and designs (whether registered or unregistered) in and to all Course Materials. You acknowledge that you do not own and shall not acquire any title, copyright or any other intellectual property rights in and to the Website and/or the Courses or any Course Materials and you shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with applicable law.

9.2. Limited Licence: Except as otherwise expressly stated on the Website or in the Course Materials, the Courses, and the Course Materials are supplied for your private information and educational use. Any commercial use, copying, distribution, transmission or publication of the whole or any part of the Course Materials and/or the Website is strictly prohibited without the express prior written consent of ABJ Drone Academy.

9.3. Software: Your use (including downloading) of any content or software in connection with the Courses or Instructor-level membership is governed by the terms of the end user licence agreement (if any) which accompanies or is included with such content and/or software. You may not install or use any content or software that is accompanied by or includes a licence agreement unless you first agree to the terms of such licence agreement. You agree that the licensor of any software obtained via us and used by you in connection with the Courses shall have the right (in terms of the Contracts (Rights of Third Parties) Act 1999) to enforce the terms of that licence directly against you. For any content or software specifically designed to be shown to students, ABJ Drone Academy hereby grants to instructors in good standing a revocable personal non-transferable licence to use the content or software for teaching and demonstration purposes in accordance with these Terms.

9.4. Trade Marks: The display of any trade names or trademarks on the Website or in any of the Course Materials does not imply that any licence has been granted to any third party in respect of the same. All other product or company names, devices, logos, icons, graphics or designs referred to on the pages of the Website or in any of the Course Materials are the trademarks of the respective owners and are exhibited only in such a manner as is intended to be for the benefit of such trademark owners.

ABJ Drone Academy intends no infringement of such trademarks. The appearance or absence of products, services, companies, organisations, home pages or other websites on the Website or any of the Course Materials does not imply any endorsement or non-endorsement thereof by ABJ Drone Academy.

9.5. Search Programs: The deployment within the Website of any spider, robot, web crawler or other automated query program is forbidden except as may be necessary to identify the existence and general nature of the Website for ordinary internet search engine purposes.

9.6. Reservation of Rights: All rights not expressly granted to you under these Terms are reserved to ABJ Drone Academy.

9.7. ABJ Drone Academy will retain copyright on all authored material, unless otherwise agreed.

10. USE OF THE WEBSITE AND COURSES

10.1. Computer System: You are responsible for ensuring that your computer system or mobile device meets all relevant technical specifications necessary to use the Courses and/or the Website, is compatible with the Courses and/or the Website and is capable of running the Courses and/or the Website content. You must not attempt to interfere in any way with the proper working of the Website and/or the Courses and in particular you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router, or any other internet connected device.

10.2. Course Changes: ABJ Drone Academy e-Learning reserves the absolute right to update, alter, suspend or discontinue any aspect of the Courses and/or the Website including your use of and/or access to it.

11. USER REGISTRATION

11.1. Registration: In order to access and use the Website and/or the Courses, you are required to complete the applicable registration form ("the Registration Form") and to submit the same to ABJ Drone Academy. The information requested to be provided on the Registration Form must be current, complete and accurate. Registration is subject to acceptance or refusal by ABJ Drone Academy at its sole discretion. By registering you warrant and represent that you can form binding contracts under applicable law.

11.2. Passwords: You are solely responsible in all respects for protecting the confidentiality of any password given to you or selected by you for access to or use of the Website and/or the Courses. Your password may only be used by you personally and you must not share it with or transfer it to any third parties. You are solely responsible for any and all activities that occur under your password and account. You must notify ABJ Drone Academy e-Learning immediately of any unauthorised use of your password or any other breach of security regarding the Website and/or the Courses which comes to your attention. ABJ Drone Academy e-Learning will not be liable for any loss that you may incur as a result of a third party using your password or account. However, you may be liable for losses incurred by ABJ Drone Academy e-Learning as a result of someone else using your password or account.

12. POSTING AND CHAT FACILITIES

12.1. Posted Materials: The following provisions apply to your use of any facilities which enable you to post or send text, graphics, audio-visual or other material ('Material') on the Website or to send Material to other users of the Website via e-mail, chat room, bulletin boards or other means.

12.2. Representations concerning Material: By submitting Material to the Website or to other users of the Website you (a) represent that you are entitled to do so; (b) grant us a non-exclusive, royalty-free, non-terminable licence to copy, modify, distribute, show in public and create derivative works from that Material in any form, anywhere; and (c) authorise us to adapt the relevant Material in the course of doing so, and so waive your moral rights to object to any derogatory treatment, or to be identified as the author, of the Material in question. Except as provided by the Data Protection Act 1998, ABJ Drone Academy shall not be subject to any obligation of confidentiality with regard to Material posted by you.

12.3. Excluded Materials: You agree not to send Material to the Website or to other users of

the Website which (a) might infringe the intellectual property or other rights of any person or entity, (b) might breach any applicable law (c) constitutes advertising or any form of unsolicited commercial communication (d) might cause damage or denial of use to any hardware or software, or (e) might be defamatory, profane, obscene, sexually oriented, racially offensive, harassing, threatening, abusive, 'flaming', false, misleading or otherwise objectionable in our opinion ('Excluded Material'). We reserve the right to delete any Excluded Material placed by you on the Website.

12.4. Our responsibilities in relation to Excluded Material: You accept that we do not have the resources to screen the Website for any Excluded Material posted by third parties and that we shall be under no liability in respect of such Excluded Material. We undertake to delete any Material which we decide (at our sole discretion) constitutes Excluded Material within a reasonable time of written notification by you of its presence on the Website.

13. INDEMNITY

13.1. You agree to indemnify ABJ Drone Academy in respect of any costs, claims, demands, losses or liabilities (including reasonable legal fees) incurred by ABJ Drone Academy as a result of or arising in any way from a claim by a third party which results from any breach by you of the provisions contained in these Terms.

14. WARRANTIES & SERVICE EXCLUSIONS

14.1. Warranties: ABJ Drone Academy warrants that the Courses and the Website shall be provided with reasonable skill and care by qualified and experienced consultants, and that the Course Materials will be of satisfactory quality and compliant with any sample Course Materials supplied to you for approval. If you place an order for Courses having been given the opportunity to examine sample Course Materials, ABJ Drone Academy shall be under no liability with regard to the Course Materials as supplied unless such Course Materials are non-compliant with sample.

14.2. Uptime & Links: ABJ Drone Academy will endeavour to make the Website and the Courses available but cannot guarantee that the Website and/or the Courses will operate continuously or without interruptions which could affect use of the Website and/or the Courses. The Courses and/or the Website may provide links to other websites, which are not under the control of ABJ Drone Academy. ABJ Drone Academy shall not be responsible in any way for the content of any such other websites. You acknowledge that ABJ Drone Academy provides such links only as a convenience. The inclusion of any link does not imply any kind of endorsement by ABJ Drone Academy.

14.3. Changes to Courses: ABJ Drone Academy reserves the right to alter or cancel any Course or location prior to Delivery of that Course.

14.4. Service Exclusions: The Website and/or the Courses are provided for general information and illustrative purposes only and do not constitute financial, legal or other professional advice. Neither ABJ Drone Academy nor any other ABJ Drone Academy entity accepts any responsibility including death or personal injury or liability for any loss which may arise from reliance on information contained on the Website and/or in the Courses.

14.5. Limited Warranties: The above warranties are ABJ Drone Academy' only warranties and no other warranty or condition, express or implied, will apply to the supply of the Courses, the Course Materials, or any other matter covered by these Terms. No warranty is given that the Course Materials will be fit for any particular purpose. Your statutory rights as a consumer (if any) are not affected by these Terms.

15. LIMITATION OF LIABILITY

15.1. Unlimited Liability: Nothing in these Terms shall operate to exclude or limit ABJ Drone Academy' liability for:

- (a) Death or personal injury caused by the negligence of ABJ Drone Academy, its servants, agents, employees or subcontractors;
- (b) Any breach or contravention of the conditions implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (c) Fraudulent misrepresentation; or
- (d) Any breach of any implied term which cannot be excluded or limited.

15.2. Liability Exclusions: Subject to Clause 15.1, ABJ Drone Academy shall not be liable to you or any third party for any loss of, damage to or costs in respect of:

- (a) Loss of profit, anticipated profits, revenues or anticipated savings, goodwill or business opportunity, or;
- (b) Loss of data, or;
- (c) Indirect or consequential loss or damage ;

Regardless of whether any of the matters listed in (a), (b), and (c) above are foreseeable, known, foreseen or otherwise.

15.3. Total Liability: Subject to condition 15.1, the maximum liability of ABJ Drone Academy arising out of or in connection with any agreement made pursuant to these Terms or any collateral contract, whether in contract, tort (in each case including negligence) or otherwise shall in no circumstances exceed either £1,000 or the sum paid by you to ABJ Drone Academy, whichever is the lower.

15.4. Force Majeure: Neither party shall be liable to the other for any failure or delay in the performance of its obligations under these Terms caused by circumstances beyond that party's reasonable control.

16. TERMINATION & ACCESS RESTRICTION

16.1. ABJ Drone Academy shall have the right, at any time by serving written notice on you (which notice may be served by the sending from our server of an e-mail to the e-mail address set out on the Registration Form), to cancel your registration and access to the Website and/or the Courses if you are in breach of any material term of these Terms. ABJ Drone Academy reserves the right, in its sole discretion, to suspend your registration and/or access to the Website and/or the Courses at any time without notice.

17. GENERAL

17.1. Separation of Provisions: If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of the Terms shall continue in full force and effect.

17.2. Third Parties: For the purposes of the Contracts (Rights of Third Parties) Act 1999:

- (a) ABJ Drone Academy' employees, sub-contractors and suppliers shall have the benefit of Clause 9 (Intellectual Property) in relation to their own intellectual property, and Clauses 14 (Warranties and Service Exclusions), 13 (Indemnity) and 15 (Limitation of Liability)
- (b) Apart from that, these Terms are not intended to, and do not, give any person who is not a party to them any right to enforce any of their provisions.

17.3. Communications: All correspondence with the lecturers, instructors, consultants, authors or anyone else providing training or Course Material on behalf of ABJ Drone

Academy must go through ABJ Drone Academy.

17.4. Assignment: The benefits and obligations conferred by these Terms upon you are personal to you and shall not be assigned, delegated, transferred, sub-contracted or encumbered or otherwise made available or disposed of without the express prior written consent of ABJ Drone Academy.

17.5. Non-solicitation, engagement and employment

From acceptance of Your order for a restricted period of eighteen months thereafter, You will not (without the prior written consent of ABJ Drone Academy) attempt to solicit or entice away from ABJ Drone Academy or engage or employ, or procure the engagement or employment of, any person who at the date of Delivery of the Course, to your knowledge, is (or has agreed to be):

(a) an employee or consultant of ABJ Drone Academy; or

(b) a customer, supplier, licensor, licensee or collaborative partner of ABJ Drone Academy

18. NOTICES

18.1. Address for Notices: Notices to ABJ Drone Academy should be sent to training@abj.global or by post to the following address:

ABJ Academy (Global) Ltd

Sixty Six

North Quay

Great Yarmouth

Norfolk

NR30 1HE

UK

18.2. Form of Notices and Time of Receipt: Notices to you may be sent to you either by e-mail or to the postal address set out on the Registration Form. Notice will be deemed received twenty-four (24) hours after e-mail is sent or three (3) days after the date of posting.

19. LAW, DISPUTES AND JURISDICTION

19.1. These Terms (and all disputes, whether contractual or otherwise, arising out of or in connection with them) are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales to which jurisdiction the parties hereby irrevocably submit.