

Terms of Use

Last Updated: July 1st, 2016

Thank you for your interest in the DJI Go application (the "DJI Go App") offered by SZ DJI Technology Co., Ltd. ("DJI"). Please read the following terms and conditions carefully. By clicking "I Accept" or by using the DJI Go App or any of the products, software and services provided to you through the DJI Go App (together with the DJI Go App, the "Service"), you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions and the [DJI Go App Privacy Policy](#) and incorporated herein by reference) (together, the "Terms"). If you are not eligible or do not agree to any of the Terms or the DJI Privacy Policy, then you may not use the Service.

DJI provides flying and camera stabilization systems and related platforms and products, including commercial and recreational unmanned aerial vehicles (UAVs) for aerial photography and videography. You understand and agree that our commercial and recreational UAVs and other hardware and physical products, and the firmware contained therein (collectively, "DJI Hardware") are not considered part of the Service. The terms and any warranties that apply to DJI Hardware are included with such DJI Hardware.

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 17 ("Dispute Resolution and Arbitration") of these Terms for the details regarding your agreement to arbitrate any disputes with DJI.

DJI Go App and Service Overview.

You may use the DJI Go App to control DJI Hardware—including certain models of DJI aircraft and gimbal product lines—in flight. You may also use the DJI Go App to plan flight paths, to simulate flights, and to upload photos or videos taken by cameras on certain DJI Hardware to web-based hosting platforms, including DJI's SkyPixel platform.

Eligibility.

You must be at least 18 years of age to use the Service, including the DJI Go App. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

Accounts and Registration.

To access certain features of the Service available through the DJI Go App, you must register for a DJI account. When you register for a DJI account, you will be required to provide us with some information about yourself, such as your email address or other contact information. You represent and warrant that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your DJI account and password, and you accept responsibility for all activities that occur under your DJI account.

Using the DJI Go App to Operate DJI Hardware

1. Your Obligations.

You are responsible for obtaining and maintaining all hardware and other communications equipment (including DJI Hardware) needed to access or use the Services. You agree that : (a) you will use each DJI Hardware only in conformity with the applicable DJI Hardware user manual; (b) you will use and maintain with due care, and will not deface, modify, use or operate any DJI Hardware in any illegal manner or for any illegal purpose in violation of any applicable international or U.S. federal, state, or local law or regulation; (c) you will not (and will not permit others to) remove, deface, or otherwise obstruct any regulatory or certification markers affixed to DJI Hardware; and (d) each DJI Hardware item will only be repaired subject to DJI's express written authorization and in accordance with DJI's instructions and requirements. You understand and agree that if you grant or facilitate access to your DJI account, DJI Hardware, or copy of the DJI Go App, or to the Service (or any component thereof, including by facilitating a third party's access to restricted features of the Service), to a third party, you—and not DJI— are responsible for each such third party's activities when the third party uses the Service or your DJI account, DJI Hardware, or copy of the DJI Go App. You further agree to operate your DJI Hardware in conformity with the user's manual and Safety Guidelines provided by DJI and to not remove, deface, or otherwise obstruct any regulatory or certification marks affixed to a DJI Hardware.

When using the DJI Go App to operate DJI Hardware, you agree to abide by all relevant statutes, rules, and regulations set forth by government, law enforcement, and regulatory agencies, including without limitation and as applicable the International Civil Aviation Organization (ICAO) and the Federal Aviation Administration (FAA). You agree to comply with all flight limitations, which may include height limits, distance limits, and No-Fly Zones. Many No-Fly Zones are listed on the DJI official website at <http://flysafe.dji.com/no-fly>. You agree that it is your responsibility to check with local authorities to confirm that your proposed flight path and plan conform with applicable laws and regulations and that your receipt and use of any Flight Environment Data (as defined below) does not relinquish this independent obligation. Before operating DJI Hardware using the DJI Go App, you agree that you understand the nature of your flight operation (e.g., for recreation, for public use, or for commercial use) and you further agree to obtain all required approval and clearance from the related government agencies before flight. You should consult with your local regulators for comprehensive definitions and specific requirements. For users operating their aircraft in the United States, you agree to visit and review <http://www.knowbeforeyoufly.org/> before you operate your DJI Hardware using the DJI Go App. DJI provides information relevant to flight safety and overall DJI Hardware use online at <http://flysafe.dji.com/>. While DJI has made every effort to provide comprehensive information, this page is not intended to be (and is not) a substitute for a pilot's own good judgment. When using the DJI Go App to operate DJI Hardware, you acknowledge and agree that you are solely responsible for ensuring that your use of the DJI Hardware is conducted safely and in accordance with all local laws and regulations.

By using the DJI Go App, and by entering into these Terms, you represent and warrant that your use of the DJI Go App complies and will comply with all applicable laws, statutes, and regulations, and that you will not use the DJI Go App except as expressly permitted under these Terms. For users located in China, you agree to comply with the "People's Republic of China on Guarding State Secrets Law," "Copyright Law of People's Republic of China," "Regulations on Protection of Computer Information System Security People's Republic of China," "Regulations on Computer Software Protection," "Internet Electronic Bulletin Service Management Requirements," "Information Network Transmission Right Protection Ordinance" and other applicable laws and regulations, the implementation approach. DJI reserves the right to review, remove, or disable access to user generated content, including photographs and videos (collectively, "User Content") in violation of the applicable laws and regulations in China. DJI also welcomes users to report any User Content that is in violation of the applicable laws and regulations.

2. Flight Environment Data

The DJI Go App may include features that provide you with certain airspace and geographical data, including but not limited to the location of airports, restricted airspace, prohibited airspace, temporary flight restriction areas, power plants, stadiums and prisons, which are sometimes referred to by DJI as geofencing information, No Fly Zones or the Geospatial Environment Online (GEO) system (collectively, "Flight Environment Data"). Flight Environment Data is provided to you by DJI and its airspace information provider AirMap Inc. as a courtesy to you and for your informational purposes only – **YOU MUST NOT RELY ON THE FLIGHT ENVIRONMENT DATA.** You agree to consult and rely only upon official sources of aviation, agency, governmental and other aeronautical and geospatial information other than the Flight Environment Data in connection with your operation of any DJI Hardware. The fact that DJI's Flight Environment Data may not report a flight restriction in your intended operating area does not guarantee that your flight is safe or that it is legal to operate DJI Hardware in that location. Please note that Flight Environment Data may include information from aviation authorities, municipalities, or other publicly available sources, and any manned airspace information contained in the Flight Environment Data is typically updated at industry-standard twenty-eight (28) day intervals. If you choose not to operate your DJI Hardware using a device that maintains a live internet data connection, you will not receive the latest Flight Environment Data that DJI may be able to provide to you.

You agree that you are solely responsible for the safety of your flight operation and for the flight operation of any third party using your DJI Hardware or your copy of the DJI Go App, including but not limited to obtaining any required governmental authorizations and maintaining a safe distance from manned and unmanned aircraft traffic, structures, vehicles, ground hazards, infrastructure, emergency personnel and people on the ground, and exercising reasonable judgment when evaluating whether or not it is safe to operate DJI Hardware at a given time or place.

DJI is under no obligation to restrict you from flying your DJI Hardware in areas that pose safety or security concerns. In some instances, however, DJI may limit or disable the operation of the DJI Hardware in locations that raise safety or security concerns and these locations may change with or without notice when DJI determines that a location raises a safety or security concern. If you or a third party fly your DJI Hardware in an area that may pose safety or security concerns, or if you assist a third party in any manner in its use of DJI Hardware in an area that may pose safety or security concerns, you—and not DJI—are responsible for all activity, and all claims and damages, resulting from such use of your DJI Hardware.

of your DJI Hardware.

3. Account Verification

DJI may enable you to “verify” your DJI.com account. DJI may grant users with verified accounts access to certain functions and features of the Service, including the ability to self-authorize or “unlock” flight operations in locations that are categorized by DJI’s Geospatial Environment Online system as raising safety or security issues.

DJI may verify your account by reviewing the validity of a personal credential, such as a payment card or mobile phone number. If you provide DJI or its third party verification service provider AirMap with your mobile phone number, you expressly authorize DJI, AirMap, or their agents to transmit to you one or more text message numeric codes for the purpose of accomplishing the verification process. Your standard text messaging rates will apply. By providing DJI or AirMap with credit card or debit card information, you expressly authorize DJI, AirMap, or their agents to contact your card issuer to confirm that the card number you provide is currently valid. DJI does not collect or store credential information you provide, but AirMap may retain credential information for compliance or other purposes in the course of providing verification services for DJI. By providing credential information to DJI and/or AirMap, you agree that DJI and/or AirMap may retain credential information and provide such information, as well as your user login ID or email address, to government authorities, law enforcement agencies, regulatory agencies and other duly authorized parties as may be required by or permitted under applicable laws. By using a verified account to unlock or self-authorize flight operations in locations that are categorized by DJI’s Geospatial Environment Online system as raising safety or security issues, you are authorizing DJI to disclose information about that decision to government authorities if DJI is required to do so by law or in the good-faith belief that such action is necessary to comply with applicable laws, in response to a court order, judicial or other government subpoena, warrant or request, or to otherwise cooperate with law enforcement or other governmental agencies.

Account verification may expire and renewal is required at intervals determined by DJI and subject to change at DJI’s sole discretion. DJI reserves the right to revoke account verification at its own discretion, for any or no reason.

Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

use the Service for any illegal purpose or in violation of any local, state, national, or international law;
violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right or violating any third party’s right to privacy;
interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
interfere with the operation of the Service or any user’s enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
perform any fraudulent activity in connection with your obtaining or using the Services, including impersonating any person or entity, claiming a false affiliation, accessing any other DJI account without permission, or falsifying your age or date of birth;
sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 9) or any Flight Environment Data, or any right or ability to view, access, or use any Materials or any Flight Environment Data;
Attempt to do any of the acts described in this Section, or assist or permit any person in engaging in any of the acts described in this Section 5.

Termination of Use; Discontinuation and Modification of the Service.

If you violate any provision of these Terms, your permission from us to use the Service, including the DJI Go App, will terminate automatically. In addition, DJI may in its sole discretion terminate your DJI account or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Service or features of the Service at any time, temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. Without limiting the foregoing, you understand and agree that in any termination or suspension of your account or the Service, you will not have access to any data or content recorded using the Service or otherwise contained in the Service, and we will have no responsibility to provide you access to such data or content. You may terminate your DJI account at any time by contacting customer service at support@dji.com.

Privacy Policy; Additional Terms

Privacy Policy. Please read the DJI Go App Privacy Policy carefully for information relating to our collection, use, storage and disclosure of your personal information. The DJI Go App Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service (the "Additional Terms"), such as end-user license agreements for any downloadable software applications, or rules that applicable to a particular feature or content on the Service, subject to Section 8 below. All Additional Terms are incorporated by this reference into and made a part of these Terms.

Modification of these Terms.

We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. Modified Terms of Use are effective upon its publication. If we make material changes to the Terms, we will attempt to provide you reasonable notice before such changes become effective. By continuing using the Service, you agree to be bound by the updated, amended, or modified Terms. If you do not agree to be bound by the modified Terms, you must immediately cease your use of the Service. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

Ownership; Proprietary Rights.

The Service is owned and operated by DJI. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("Materials") provided by DJI are protected by intellectual property and other laws. All Materials contained in the Service are the property of DJI or our third-party licensors. Except as expressly authorized by DJI, you may not make use of the Materials. DJI reserves all rights to the Materials not granted expressly in these Terms.

Feedback.

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service ("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.

Indemnity.

You are responsible for your use of the Service. 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 access to, use of, or alleged use of, the Service; (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.

Disclaimers; No Warranties.

THE SERVICE AND ALL MATERIALS, FLIGHT ENVIRONMENT DATA, AND CONTENT AVAILABLE THROUGH THE SERVICE 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, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS, FLIGHT ENVIRONMENT DATA, AND CONTENT AVAILABLE THROUGH THE SERVICE, 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 SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS, FLIGHT ENVIRONMENT DATA, OR CONTENT OFFERED THROUGH THE SERVICE, 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 SERVICE OR ANY MATERIALS, FLIGHT ENVIRONMENT DATA, OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE DJI ENTITIES OR THE SERVICE 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 SERVICE AND ANY MATERIALS, FLIGHT ENVIRONMENT DATA, OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE 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 SERVICE) OR THIRD PARTY PROPERTY, OR THE LOSS OF DATA THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

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 SERVICE OR ANY MATERIALS, FLIGHT ENVIRONMENT DATA, OR CONTENT ON THE SERVICE, 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.

EXCEPT AS PROVIDED IN SECTION 16.4(iii), 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 SERVICE 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 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Governing Law.

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. We make no representation that the Service or any Materials or Flight Environment Data included in the Service are appropriate or available for use in your location.

General.

You agree that the Service shall be deemed a passive website that does not give rise to personal jurisdiction over DJI, either specific or general, in jurisdictions other than California. 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 Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. 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. Upon termination of these Terms, Sections 1 and 4 through 19, along with the Privacy Policy and any other accompanying agreements, will survive.

Dispute Resolution and Arbitration

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. 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. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND DJI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions. Despite the provisions of Section 16.1, 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.

Arbitrator. 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.

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. During the arbitration, the amount of any settlement offer made by you or DJI must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, DJI will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by DJI in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000.

Fees. If you commence arbitration in accordance with these Terms, DJI will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in San Francisco County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse DJI for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

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. **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.

Enforceability. If Section 16.6 is found to be unenforceable or if the entirety of this Section 16 is found to be unenforceable, then the entirety of this Section 16 (other than, in the latter case, Section 16.6) will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 14 will govern any action arising out of or related to these Terms.

Consent to Electronic Communications.

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

Contact Information.

The Service is offered by SZ DJI Technology Co., Ltd. and its affiliated companies, 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.

Notice Regarding Apple.

If you are using our mobile applications on an iOS device, the terms of this Section 19 apply. You acknowledge that these Terms are between you and DJI only, not with Apple, and Apple is not responsible for the Service or its content. Apple has no obligation to furnish any maintenance or support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claim by you or any third party relating to the Service or your possession or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement or discharge of any third party claim that the Service or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.