

Gimbal View Drone Services

Contents

1.	Definitions.....	1
2.	Synopsis.....	1
3.	Privacy.....	1
4.	Provision of Services	2
5.	Payments and Invoices.....	2
6.	Disclaimers and Artificial Intelligence.....	2
7.	Currency of Terms and Conditions.....	3

1. Definitions

CASA: Civil Aviation Safety Authority.

Client: Means you. Same meaning as Customer.

Customer: Means you. Same meaning as Client.

Days: For invoicing, means calendar days, inclusive of weekends and public holidays.

We or Us: Means Gimbal View Drone Services

2. Synopsis

We at Gimbal View Drone Services value our relationship with you, as customer or client. We respect your objectives and needs. We recommend you fully read these Terms and Conditions for interaction with our website and business. Where any confusion, ambiguity or need for further information, it is your right (and obligation) to contact Gimbal View Drone Services for further information or clarity. Where you disagree with or do not understand any of these Terms and Conditions, you must not use this website or business.

3. Privacy

Collection of your personal or business information is only conducted to the extent necessary to provide safe and legal services. We will not share or sell your personal information other than what is required by law. We collect your personal information to ensure we are engaging with the correct person/entity when conducting aerial or ground based works. You consent to the collection and use of your personal information by using our services.

4. Provision of Services

Many services provided, particularly Aerial Services, are subject to weather, regulatory, legal and safety conditions, inclusive of any and all CASA approvals. A service may be delayed, declined or aborted based on Gimbal View Drone Services becoming aware of these areas becoming not viable.

To the extent that each party is responsible, that party must bear the cost or time impacts, due to the stoppage. Weather risks can be discussed and may be shared or assigned to a particular party. CASA applications must be paid for by the customer/client regardless of whether CASA approves the application or not.

Only you as customer/client may engage Gimbal View Drone Services and the deliverables of the service will be provided to you. If requested, you must attend site to provide access and/or authorise a service.

5. Payments and Invoices

Gimbal View Drone Services requires payment within 14 days (14 calendar days) from date of invoice issue, unless otherwise agreed in writing and acknowledged by Gimbal View Drone Services.

Note that only once payment is received, a worldwide unrestricted licence is granted to you the customer/client in accordance with the original purpose of the services. This licence specifically excludes selling or gifting the material(s) to third parties unless agreed in writing with Gimbal View Drone Services. **Until payment is received in full, no licence is granted.** All copyright is owned by Gimbal View Drone Services, unless otherwise agreed in writing in accordance with the Copyright Act 1968.

Late Fees on overdue invoice payments: If an invoice remains unpaid after 14 days of becoming due (on day 29 from the original issue of the invoice) a late fee of \$30 will be added to the invoice. Every 28 days thereafter an additional late fee of \$30 will be added to the invoice as well as 2.5% per month calculated daily, until the invoice is paid in full, inclusive of all late fees.

Invoices will be issued with a BSB, account number and reference number for payment purposes.

6. Disclaimers and Artificial Intelligence

Gimbal View Drone Services does not warrant that the unedited aerial or ground services, picture or video, will be immediately usable for your purpose. Much captured content is enhanced by post processing including re-framing, colour correcting, speed modification and editing. Post processing may not be part of the services requested by you.

Where a subject's condition (e.g. asset inspection) is under examination, Gimbal View Drone Services, will only modify content (if at all) to clarify the subject's condition.

Artificial Intelligence: Gimbal View Drone Services will not insert AI generated content without informing the customer/client. Off-the-shelf photo and video editing software may use AI generated algorithms to modify content during editing, for example; including but not limited to colour grading and transitions.

7. Currency of Terms and Conditions

Gimbal View Drone Services may at any time update these terms and conditions. These terms and conditions apply to the Gimbal View Drone Services website and business conducted by Aerial Ambitions Pty Ltd trading as Gimbal View Drone Services. You should regularly review these website and business terms and conditions. Gimbal View Drone Services is based in Western Australia, as such you agree that Australian law and Western Australian law apply to any use of our website or business. Gimbal View Drone Services may be contacted via <https://gimbalviewdrones.com.au>. By using Gimbal View Drone Services you agree to be bound by all the terms and conditions above.