



## TERMS AND CONDITIONS\_V1.1

Cygnus Aerial Photography Bangladesh terms and conditions of use

Dear Cygnus Aerial Photography Bangladesh Customer:

The following is a legal agreement between you or the employer or other entity on whose behalf you are entering into this agreement ("you" or "Customer") and Cygnus Aerial Photography ([www.cygnusaerial.com](http://www.cygnusaerial.com)) and the other websites of Cygnus Aerial and its subsidiaries (together with such website, collectively, the "Website"). Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. By accessing or using the public or private portions of the Website, you accept and agree to be bound by these Terms of Use. If you are accessing or using the Website on behalf of your employer or another person or entity, you represent and warrant that you have full legal authority to bind such employer or other person or entity. If you do not have such authority or you do not agree with these Terms of Use, do not access or use the Website.

## INFORMATION ABOUT US

Drone aerial survey, aerial imaging & filming service. Founded in 2010, as an industry pioneer leading Drone Operator in Bangladesh. Cygnus Aerial introduces Drone/UAV technology-based commercial aerial imaging, filming & survey service first time in Bangladesh. Cygnus also provides service in the Southeast Asian geographical zone especially in Bhutan & Nepal. Leading fully licensed commercial Drone Operator in this region. Cygnus Aerial also support Helicopter, Airplane Aerial Photography & Filming; Satellite image consultancy including LiDAR, IR - Thermal inspection.

Contact Details: [www.cygnusaerial.com](http://www.cygnusaerial.com)

## ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the services we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. When using our site, you must comply with the provisions of our acceptable use policy and any other terms and conditions we may ask you to accept. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

## INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from us or our licensors. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. We reserve our right to bring legal action against you.

## LICENSE & RIGHTS

### PART # I

1. All Footage and image on the 'Cygnus Aerial Photography' website is protected by Bangladesh and international copyright laws and treaties. 'Cygnus Aerial Photography' and/or the various artists and/or entities that provide Footage to 'Cygnus Aerial Photography' ("Contributors") own all rights, including the copyrights in and to the Footage. 'Cygnus Aerial Photography' and/or its Contributors reserve all rights in and to the Footage not expressly granted to you by the terms of this license. Your rights to use any Footage and image are subject to this license agreement and are conditioned upon your payment to 'Cygnus Aerial Photography' for your use of the Footage and image. If you fail to make any payment to 'Cygnus Aerial Photography' when due, or if any check is dishonored or credit card charge refused or charged back, your account will be deemed delinquent. If your account becomes delinquent, your right to use any Footage and image downloaded at any time shall automatically terminate unless all payments together with any interest thereon and 'Cygnus Aerial Photography' costs of collection, bank charges and credit card processing fees are received by 'Cygnus Aerial Photography' no later than fifteen (15) days from the date that your account became delinquent.

2. By this Agreement, 'Cygnus Aerial Photography' grants you a personal, non-exclusive, non-transferable, right to use, modify and reproduce the Footage and image by incorporating it into a derivative work such as a feature film, documentary, television program, videogram, multimedia presentation, advertisement, live performance and/or internet website and displaying and/or distributing that derivative work to the public by any means now known or hereafter developed.

3. 'Cygnus Aerial Photography' grants you, a further non-exclusive, non-transferable license, for a period of thirty (30) days, to use the watermarked, low resolution footage clip(s) you have selected (the "Comp Footage") on one computer only and only in test, sample, comp or rough cut evaluation materials. Comp Footage may not be displayed or distributed to the public or incorporated into any final materials, whether or not such final materials are publicly displayed or distributed. Comp Footage can be edited, but you may not remove or alter the 'Cygnus Aerial Photography'.

4. 'Cygnus Aerial Photography' shall be under no obligation to refund any fees paid by you for Footage and image, unless required by law. In the event that 'Cygnus Aerial Photography' determines that you are entitled to a refund of all or part of such fees, any refund shall only be made to the credit card account originally used by you to purchase Footage and image. If Footage and image was paid by check, any refund will be made by check. If you reside in the Foreign country and you cancel your account within seven (7) days of making payment hereunder, provided that you have not downloaded any Footage (including Comp Footage), 'Cygnus Aerial Photography' will refund the payment made by you in connection with such cancelled account will be refunded to you. In this matter please contact [info@cygnusaerial.com](mailto:info@cygnusaerial.com)

## PART # II

5. You may not use Footage and image other than as specified in PART I;

6. You may not use Footage and image in any way that might be considered defamatory, libelous, obscene, immoral or illegal;

7. You may not use Footage and image in a way that portrays any person depicted therein in a manner that a reasonable person might find offensive - this includes, but is not limited to the use of Footage: a) in pornography, "adult videos" or the like; b) in ads for tobacco products; c) in ads or promotional materials for adult entertainment clubs or similar venues, or for escort, dating or similar services; d) in connection with political endorsements; e) in advertisements or promotional materials for pharmaceutical or healthcare, herbal or medical products or services, including, but not limited to dietary supplements, digestive aids, herbal supplements, personal hygiene or birth control products; and f) is defamatory, or otherwise contains unlawful, offensive or immoral content. You may not use any Footage and image containing the likeness of a person if such use implies that such person engages in any immoral or illegal activity or suffers from a physical or mental infirmity, ailment or condition.

8. You may not use any Footage (in whole or in part) as a trademark, logo or an element thereof. All trademarks and service marks visible in the Footage are and shall remain the exclusive property of the trademark or service mark owner. If there are any incidental trademarks or logos contained in the Footage, you may not alter these items or use them in any way which implies an association with or an endorsement by the owner(s) of such trademarks. The inclusion of these incidental trademarks in the Footage does not in any way constitute or imply such association with or endorsement of the Footage;

9. You may not share any Footage by providing access to the Footage or making the Footage available on a digital asset management system, shared disk drives, server, intranets, or computer networks of any nature for the purposes of sharing or transferring such Footage;

10. You may not use still images captured from Footage other than the in-context marketing, promotion, and advertising of your derivative works incorporating Footage. If you require such use, please contact [info@cygnusaerial.com](mailto:info@cygnusaerial.com)

11. You may not use any Footage and image on a social media platform or other third-party website that claims to acquire rights in the Footage and image contrary to these TOS as a result of such use. Upon 'Cygnus Aerial Photography' request, you shall immediately remove any Footage and image from such platform or website. If you require such use, please contact <cygnusaerial@gmail.com>;
12. You may not produce or otherwise create for resale or distribution, printed reproductions of any portion of the Footage and image on canvas, paper or any other medium;
13. You may not falsely represent, expressly or by way of reasonable implication, that any Footage and image was created by you or a person other than the copyright holder(s) of that Footage and image;
14. You may not use Footage and image marked "Editorial Use Only" for commercial purposes;
15. You agree to take all reasonable steps to prevent any third party from duplicating or distributing any of the Footage and image included in your finished work. You may not resell, redistribute or transfer the Footage and image or any portion of the Footage and image except as specifically provided herein.

## OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of at; loss of goodwill; and wasted management or office time;

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

## INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We may process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the International Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our policy. If you wish to make any use of material on our site other than that set out above then you need our permission to do so. Please address your request to <cygnusaerial@gmail.com> or follow the instructions on our site to purchase the right to use material. Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## JURISDICTION AND APPLICABLE LAW

Bangladesh Copyright Act, 2000 & International Protection of Copyright and Related Rights (WIPO) The Bangladesh / International courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

## VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact [info@cygnusaerial.com](mailto:info@cygnusaerial.com)

Thank you for visiting our site.

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