

Drone Digital

Privacy Policy

Effective Date: April 10, 2025

Drone Digital, LLC ("Drone Digital," "we," "us," or "our") is a real estate photography and videography company based in the Austin/Round Rock, Texas area. We are committed to protecting your personal information and your right to privacy. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you engage our services or communicate with us.

Please read this policy carefully. If you disagree with its terms, please discontinue use of our services.

1. Information We Collect

We may collect the following categories of personal information:

- Contact information: name, email address, phone number, and mailing address
- Property and project details: addresses, listing information, and service specifications
- Payment information: billing details processed through our payment providers
- Communications: records of correspondence via email, text message, or phone
- Usage data: information about how you interact with our websites or booking systems

2. Text Messaging & SMS Communications

Drone Digital may communicate with you via SMS/text message for appointment confirmations, order updates, delivery notifications, and other service-related purposes.

Opt-In & Consent

By providing your mobile phone number and opting in to receive text messages from Drone Digital, you consent to receive SMS communications related to your orders and our services. Consent to receive text messages is not a condition of purchasing any service.

Data Sharing — Text Messaging

Text messaging originator opt-in data and consent will not be shared with any third parties, excluding aggregators and providers of the Text Message services.

This means your opt-in information is only shared with the platforms and carriers necessary to deliver text messages on our behalf and is never sold or shared for marketing purposes.

Opt-Out

You may opt out of text message communications at any time by replying STOP to any message you receive from us. After opting out, you will no longer receive SMS messages

except as required to confirm your opt-out. For help, reply HELP or contact us at the information below.

3. How We Use Your Information

We use the information we collect to:

- Schedule, coordinate, and deliver photography and videography services
 - Process payments and send invoices
 - Communicate with you about your orders, deliverables, and account
 - Send appointment reminders, delivery confirmations, and service updates via email or SMS
 - Improve our services and internal operations
 - Comply with legal obligations
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4. How We Share Your Information

We do not sell your personal information. We may share your information in limited circumstances:

- Service providers: third-party vendors who assist in delivering our services (e.g., payment processors, cloud storage, scheduling software, SMS delivery providers)
 - Legal compliance: when required by law, court order, or government authority
 - Business transfers: in connection with a merger, acquisition, or sale of assets
 - With your consent: for any other purpose with your explicit permission
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5. Data Retention

We retain your personal information for as long as necessary to fulfill the purposes described in this policy, comply with legal obligations, resolve disputes, and enforce agreements. When data is no longer needed, we securely delete or anonymize it.

6. Your Rights

Depending on your location, you may have the right to:

- Access the personal information we hold about you
- Request correction of inaccurate data
- Request deletion of your personal information
- Opt out of marketing communications or SMS at any time

To exercise any of these rights, please contact us using the information in Section 9 below.

7. Security

We implement reasonable administrative, technical, and physical safeguards to protect your personal information from unauthorized access, use, or disclosure. However, no method of transmission over the internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

8. Changes to This Policy

We may update this Privacy Policy from time to time. When we do, we will revise the Effective Date at the top of this document. We encourage you to review this policy periodically. Continued use of our services after changes are posted constitutes your acceptance of the updated policy.

9. Contact Us

If you have questions, concerns, or requests related to this Privacy Policy, please contact us:

Drone Digital, LLC

Austin / Round Rock, Texas

Email: info@dronedigital.com

Website: www.dronedigital.com

Drone Digital

Terms and Conditions

Effective Date: April 10, 2025

These Terms and Conditions ("Terms") govern your use of the services provided by Drone Digital, LLC ("Drone Digital," "we," "us," or "our"), including aerial/drone photography, listing photography, video production, floor plans, twilight edits, and any related services. By booking or using our services, you agree to be bound by these Terms.

1. Services

Drone Digital provides real estate photography, videography, drone/aerial media, floor plans, twilight edits, and related visual content services. The specific scope of services, pricing, and deliverables will be confirmed at the time of booking.

We reserve the right to modify, suspend, or discontinue any service at any time with reasonable notice.

2. Booking & Payment

Booking Confirmation

A booking is confirmed upon receipt of a completed order form or written confirmation from Drone Digital. We reserve the right to decline any booking at our discretion.

Pricing

All prices are listed in U.S. dollars. Prices are subject to change without notice; however, the price quoted at the time of booking will be honored for that order.

Payment Terms

Payment is due upon delivery of the completed media files unless otherwise agreed in writing. Drone Digital reserves the right to withhold delivery of final files until payment is received in full.

Late Payments

Invoices not paid within 14 days of the due date may be subject to a late fee of 1.5% per month on the outstanding balance, or the maximum rate permitted by Texas law, whichever is less.

3. Scheduling & Cancellations

Scheduling

Shoots are scheduled based on availability. Client is responsible for ensuring property access, readiness, and any required permissions at the time of the shoot.

Cancellations & Rescheduling

Cancellations or rescheduling requests made less than 24 hours before a scheduled shoot may be subject to a cancellation fee. We will make reasonable efforts to accommodate rescheduling requests where possible.

Weather & Drone Operations

Drone flights are subject to weather, FAA regulations, and local airspace restrictions. In cases where drone operations cannot safely proceed due to weather or regulatory limitations, Drone Digital will reschedule at no additional charge.

4. Intellectual Property & Licensing

Ownership

Drone Digital retains all intellectual property rights, including copyright, in all photographs, videos, and other media produced. Drone Digital grants the client a non-exclusive, non-transferable license to use the delivered media for the purposes agreed upon at booking (typically real estate listing and marketing).

Permitted Uses

The client may use delivered media for real estate listing promotion, social media, and standard marketing purposes. The client may not sell, sublicense, or transfer the media to third parties without prior written consent from Drone Digital.

Portfolio Use

Drone Digital reserves the right to use any media produced for portfolio, marketing, and promotional purposes, unless the client expressly requests otherwise in writing prior to the shoot.

Unauthorized Use

Any use of Drone Digital's media beyond the scope of the license granted — including unauthorized reproduction, resale, or modification — may constitute copyright infringement and may subject the infringing party to legal liability.

5. Client Responsibilities

The client agrees to:

- Ensure the property is clean, staged, and ready for photography at the scheduled time
 - Provide accurate property access information and ensure access is available
 - Obtain any necessary permissions for drone operations over the property
 - Notify Drone Digital of any known hazards, restricted areas, or special conditions at the property
 - Review and request any revisions within 5 business days of media delivery
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6. Revisions & Delivery

Drone Digital will deliver final media files within the timeframe communicated at booking. Standard delivery is within 24 hours of the shoot for photography; video timelines may vary.

Minor revision requests (e.g., brightness adjustments, sky replacements) are included as communicated in your service package. Requests outside the agreed scope may be subject to additional fees.

7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DRONE DIGITAL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST LISTINGS, OR LOSS OF DATA.

Drone Digital's total liability to the client for any claim arising out of or related to the services shall not exceed the total fees paid by the client for the specific shoot giving rise to the claim.

8. Indemnification

The client agrees to indemnify, defend, and hold harmless Drone Digital, its owners, employees, and contractors from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the client's use of the delivered media beyond the licensed scope; (b) the client's breach of these Terms; or (c) any third-party claims arising from the client's property or project.

9. FAA Compliance & Drone Operations

All drone operations are conducted by FAA-certified Remote Pilots in Accordance with applicable FAA regulations, including Part 107. Drone Digital will not conduct flights in restricted airspace without proper authorization. The client is responsible for informing Drone Digital of any known airspace restrictions or local ordinances affecting the property.

10. Text Messaging

By providing your phone number and booking our services, you consent to receive SMS/text messages from Drone Digital related to your order, including confirmations, reminders, and delivery notifications. Text messaging originator opt-in data and consent will not be shared with any third parties, excluding aggregators and providers of the Text Message services. You may opt out at any time by replying STOP.

11. Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. Any disputes arising under these Terms shall be resolved in the state or federal courts located in Travis County or Williamson County, Texas, and the parties consent to personal jurisdiction in such courts.

The parties agree to attempt to resolve any dispute informally before initiating formal legal proceedings.

12. Entire Agreement

These Terms, together with any written order confirmation or service agreement, constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior communications, representations, and agreements. These Terms may only be amended in writing signed by both parties.

13. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

14. Contact Us

For questions regarding these Terms and Conditions, please contact:

Drone Digital, LLC

Austin / Round Rock, Texas

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Website: www.dronedigital.com
