

End User License Agreement:

In order to protect the DRL Video Game (our "Game") and the members of our community, we need these end user license terms to set out some rules for downloading and using our Game. This license is a legal agreement between you and us (Drone Racing League, Inc.) and describes the terms and conditions for using our Game. We don't like reading license documents any more than you do, so we have tried to keep this as short as possible. If you break these rules we may stop you from using our Game. If we think it is necessary, we might even have to ask our lawyers to help out.

If you download, use, or play our Game, you are agreeing to stick to the rules of these end user license agreement ("EULA") terms. If you don't want to or can't agree to these rules, then you must not download, use, or play our Game. This EULA incorporates the terms of use for the TheDroneRacingLeague.com website ("Account Terms"), our brand and asset usage guidelines, our privacy policy, and, if you live in the United States, our Arbitration Agreement. By agreeing to this EULA you also agree to all of the terms of the foregoing documents, so please read through them carefully.

Binding Arbitration and Class Action Waiver if you Live in The United States

For those that who live in the United States, please click [here](#) to review the binding arbitration agreement and class action waiver that is part of the Account Terms and this EULA. Under the agreement, we both agree to use a neutral arbitrator to decide any individual claims that may arise and thus agree to waive our rights to bring individual claims in court for consideration by a judge or jury. We also agree that class action lawsuits and class-wide arbitrations are not allowed under the terms of the agreement.

The complete Arbitration Agreement is on this page. You and we agree to it; please read it.

One Major Rule:

The one major rule is that you must not distribute anything we've made unless we specifically agree to it. By "distribute anything we've made" what we mean is:

- give copies of our Game to anyone else;
- make commercial use of anything we've made;
- try to make money from anything we've made; or
- let other people get access to anything we've made in a way that is unfair or unreasonable;

unless we specifically agree to it. And so that we are crystal clear, "our Game" or "what we have made" includes, but is not limited to, the client or the server software for our Game. It also includes updates, patches, downloadable content, add-ons, or modified versions of a Game, part of those things, or anything else we've made.

Using Our Game:

You have been granted a license to our Game so you can play and use it, yourself, on your devices.

Below we also give you limited rights to do other things but we have to draw a line somewhere or else people will go too far. If you wish to make something pertaining to anything we've made we're humbled, but please make sure that it can't be interpreted as being official and that it complies with this EULA and the brand and asset usage guidelines and above all do not make commercial use of anything we've made.

The license and permission we give you to use and play our Game can be revoked if you break any of the terms of this EULA.

When you buy our Game, you receive a license that gives you permission to install our Game on your own personal computer and use and play it on that computer as set out in this EULA.

This permission is personal to you, so you are not allowed to distribute our Game (or any part of it) to anyone else. This also means you cannot sell or rent our Game, or make it available for access to other people and you cannot pass on or resell any license keys. This is important to help us stop piracy and fraud and to protect our Game. You may not reverse engineer, decompile, disassemble or modify in any way our Game except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Within reason you're free to do whatever you want with screenshots and videos of our Game. By "within reason" we mean that you can't make any commercial use of them or do things that are unfair or adversely affect our rights unless we've specifically said it's okay in this EULA, allowed it through the Brand and Asset Usage Guidelines, or provided for it in a specific agreement with you. If you upload videos of our game to video sharing and streaming sites you are however allowed to put ads on them.

Essentially the simple rule is do not make commercial use of anything we've made unless we've specifically said it's okay. Oh and if the law expressly allows it, such as under a "fair use" or fair dealing" doctrine then that's ok too - but only to the extent that the law applicable to you says so. In order to ensure the integrity of our Game, we need all Game downloads and updates to come from a single central source: us. It's also important for us that 3rd party tools/services don't seem "official" as we can't guarantee their quality. It's part of the responsibility we have to the users of our Game. Make sure that you read through our brand and asset usage guidelines too.

Ownership of our Game and Other Things:

Although we license you permission to install on your computer and play our Game, we are still the owners of it. We are also the owners of our brands and any content contained in our Game. Therefore, when you install/use our Game, you receiving a license to play / use our Game in accordance with this EULA - you are not receiving our Game itself. The only permissions you have in connection with our Game and your installation of it are the permissions set out in this EULA. Again, you may not reverse engineer, decompile, disassemble or modify in any way our Game except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Content:

If you make any content available on or through our Game, you agree to give us permission to use, copy, modify, adapt, distribute, and publicly display that content. This permission is

automatic and irrevocable, and you also agree to let us permit other people to use, copy, modify, adapt, distribute, and publicly display your content. You are not giving up your ownership rights in your content, you are just giving us and other users permission to use it. For example, we may need to copy, reformat, and distribute content that you post on our website so others can read it. If you don't want to give us these permissions, do not make content available on or through our Game. Please think carefully before you make any content available, because it may be made public and might even be used by other people in a way you don't like.

If you are going to make something available on or through our Game, it must not be offensive to people or illegal, it must be honest, and it must be your own creation. Some examples of the types of things you must not make available using our Game include: posts that include racist or homophobic language; posts that are bullying or trolling; posts that are offensive or that damage our or another person's reputation; posts that include porn or someone else's creation or image; or posts that impersonate a moderator or try to trick or exploit people.

Any content you make available on our Game must also be your creation or you must have permission or the legal right to do it. You must not and you agree that you will not make any content available, using our Game that infringes the rights of others. '

We reserve the right to take down any content in our discretion.

Updates:

We might make upgrades, updates or patches (we call them all "updates") available from time to time, but we don't have to. We are also not obliged to provide ongoing support or maintenance of any Game. Of course, we hope to continue to release new updates for our Game, we just can't guarantee that we will do so. With updates come changes that might not work well with other software. This is unfortunate, but it is something we don't take responsibility for. If that is the case, try running an older version.

OUR LIABILITY, GOVERNING LAW, AND PLACE TO RESOLVE DISPUTES

The terms of this EULA do not affect any legal (statutory) rights that you may have under the law that applies to you for our Game. You might have certain rights which the law that applies to you says cannot be excluded. Nothing we say in these terms will affect those legal rights, even

if we say something which sounds like it contradicts your legal rights. That's what we mean when we say "subject to applicable law".

SUBJECT TO APPLICABLE LAW, When you get a copy of our Game, we provide it "**as is**". Updates are also provided "**as is**". This means that we are not making any promises to you about the standard or quality of our Game, or that our Game will be uninterrupted or error free. We are not responsible for any loss or damage that it may cause. You bear the entire risk as to its quality and performance. You have to accept that we may release games well before they are complete and so they may (and often will) have bugs -but we prefer to release these features early than make you wait for perfection. If you would like to notify us about a potential bug, we have a site for that here.

If you and we ever have a dispute in court (and we hope that won't happen just as much as you do), the exclusive forum (that is, the place it will be handled) will be a state or federal court in New York, NY. (If you live in the United States, most disputes go to arbitration, not court.) The laws of New York State govern this EULA and all disputes, including disputes relating to it, our Game, or our Website, regardless of conflict of laws principles, except that the Federal Arbitration Act governs everything related to arbitration.

Termination:

If we want we can terminate this EULA if you breach any of the terms. You can terminate it too, at any time; all you have to do is uninstall our Game from your computer and the EULA will be terminated. If the EULA is terminated, you will no longer have any of the rights to our Game given in this license. You do still have the right to things you have created yourself with our game of course. The Arbitration Agreement (if you live in the United States) and the paragraphs about "Ownership of Our Game", "Our Liability" and "General Stuff" will continue to apply even after the EULA is terminated.

General Stuff:

Your local law may give you rights that this EULA cannot change; if so, this EULA applies as far as the law allows. Nothing in this license limits our liability for death or bodily injury resulting from our negligence or fraudulent misrepresentations.

We may change this EULA from time to time, if we have reason to, such as changes to our games, our practices, or our legal obligation. But those changes will be effective only to the extent that they can legally apply. For example if you use our Game only in single-player mode and don't use the updates we make available then the old EULA applies but if you do use the updates or use parts of our game that rely on our providing ongoing online services then the new EULA will apply. In that case we'll inform you of the change before it takes effect, either by posting a notice on our Website or by other reasonable means. We're not going to be unfair about this though - but sometimes the law changes or someone does something that affects other users of our Game and we therefore need to put a lid on it.

If you come to us with a suggestion for any one of our Websites or Games, that suggestion is made for free and we have no obligation to accept or consider it. This means we can use or not use your suggestion in any way we want and we don't have to pay you for it. If you think you have a suggestion that we would be willing to pay you for, please do not submit your suggestion unless you have first told us you expect to be paid **and** we have responded in writing by asking you to submit the suggestion.

Virtual Currency and Virtual Goods:

PURCHASING GAME CURRENCY.

1. Game Currency can be purchased via the game. Game Currency has no monetary value and does not constitute currency or property of any type. Game Currency cannot be redeemed for cash or transferred to another player. Game Currency is non-refundable and you are not entitled to a refund for unused Game Currency. To purchase Game Currency, follow the instructions contained on the Website/Game. When you purchase Game Currency, you agree to pay taxes assessed on your purchase, if any.

2. You may pay for Game Currency either by credit card or by using the services of an approved payment provider (such as PayPal) as set forth on the Website. When you pay for Game Currency via credit card or approved payment provider, you will be bound by that third party provider's terms and conditions. You are responsible for all charges incurred (including applicable taxes) and all purchases made by you or anyone that uses your Account.

3. YOUR USE OF ANY CREDIT CARD OR APPROVED PAYMENT PROVIDER IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS AND POLICIES APPLICABLE TO SUCH CREDIT CARD OR APPROVED PAYMENT PROVIDER.

Accounts:

In order to play the DRL game or access specific features of the DRL game, you may be required to have and maintain a valid user account with DRL or a DRL affiliate. If you do not maintain such account, certain features of the software may not operate, either in whole or in part. You are responsible for all user activity and the security of your account. If a user account is terminated or lapses, all virtual items, including virtual currency, associated with that user account will be canceled.

Accounts and Minors:

By registering for an Account or otherwise using the Service, you represent that you are age 13 or older and you understand and agree to this EULA. If you are between the ages of 13 and 17, you represent that your legal guardian has reviewed and agreed to this EULA.

Misc:

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

This program uses parts of the 7-Zip Program. 7-Zip is licensed under the GNU LGPL license. Please visit www.7-zip.org where the source code for 7-zip can be found.

Terms and Conditions: <http://thedroneracingleague.com/terms-and-conditions/>

Privacy Policy: <http://thedroneracingleague.com/privacy-policy/>