



Drone Product Return & Refund Policy

If you want to return or exchange your purchase, please know that the time period begins the day you receive your product and applies to new, clearance, open-box, refurbished and pre-owned products. By purchasing products or services provided by White Cloud (White Cloud Drones, LLC,) You, the Customer, agree to the following policies:

Return and Refund Policy; No Warranty

- 1. White Cloud will gladly accept the return of new, unopened, unused, and undamaged merchandise within 14 days from the delivery date.** The customer is responsible to pay for all costs including shipping, handling, and customs fees (if any) when returning the product(s) plus a 15% restocking fee.
- 2. The returned merchandise must be in its original condition and accompanied by the packing slip included in your order, as well as the original documentation and packaging; otherwise, the return will not be honored.**
- 3. Original condition means that there are no scratches, marks, or blemishes on the product and the security tags are still attached.** The product must not have been sized or altered in any way. Items that have been activated, previously flown, used, or show any sign of wear will not be accepted. Items received that do not meet these requirements will not be accepted. At the sole discretion of White Cloud, exceptions may be made to this policy with a minimum 15% re-stocking fee.
- 4. Once your return to White Cloud is received, reviewed, and inspected (usually within 48 hours of receipt), your refund will be processed.** A credit will be automatically issued to your original form of payment within 7 business days. Please note, depending on your financial institution, it may take an additional 2-10 business days for your credit to be applied and posted to your account.
- 5. Damaged Box or Damaged Product** If you receive damaged or incorrect item(s), contact Customer Support no later than 5 business days of receipt of your shipment to make the necessary corrections. If there is extensive damage to the box, refuse delivery and contact Customer Support immediately at 786-708-7807.



Drone Product Return & Refund Policy continued

6. **Refusal of Delivery** If a package is refused for delivery, outside of arriving damaged or in a damaged box, the customer will be responsible for actual shipping charges incurred by White Cloud. Once we receive the package back in our warehouse, we will issue a credit to the original form of payment for the purchase price less the actual shipping cost of shipping the package to you.
7. **Incorrect Shipping Address Provided Packages** that are returned because of an incorrect address provided by the customer will be subject to an additional shipping charge. This shipping charge will apply even if you were not originally charged shipping under a free shipping promotion. Requests for packages to be reshipped will be subject to a re-shipping fee. If the package is returned and the customer has not contacted a CustomerSupport the order will then be refunded back to the original form of payment.
8. **THE WARRANTY ON PRODUCTS DOES NOT COVER, AND WHITE CLOUD IS NOT RESPONSIBLE IN ANY WAY, FOR DAMAGE TO OTHER EQUIPMENT DUE TO A FAILURE OF A COMPONENT. WHITE CLOUD IS NOT RESPONSIBLE IN ANY WAY FOR THE USE, MISUSE, OR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY FROM USE OF ANY EQUIPMENT PURCHASED ON OUR SITE OR IN-STORE. WHITE CLOUD DOES NOT PROVIDE ANY WARRANTIES WHATSOEVER AND DEFERS TO THE MANUFACTURER FOR ANY COMPLAINTS/WARRANTIES/GUARANTEES AS WHITE CLOUD DOES NOT MAKE, MANUFACTURE, OR FABRICATE ANY OF THE PRODUCTS FOUND HEREIN UNLESS SPECIFIED.**



Media Production Services Policy

By purchasing services provided by White Cloud (White Cloud Drones, LLC,) You, the Customer, agree to the following policies:

- 1. Illness and Unexpected Events.** White Cloud will not be liable in any circumstances if its performance is prevented or impaired due to any matters beyond the reasonable control or expectation of White Cloud; this includes, but is not limited to, war, insurrection, acts or threats of terrorism, riots, commotions, strikes, walk-outs, lock-outs, fires, explosions, acts of God (including but not limited to earthquakes, droughts, floods, hurricanes, and other adverse weather conditions), any laws or governmental restrictions that conflict with the terms of this Agreement, and an inability to access the property due to events or circumstances within or outside the control of the client. In the event of unanticipated illness or emergency, White Cloud shall make reasonable efforts to substitute another qualified professional. If another qualified professional cannot be assigned in time for a scheduled shoot, White Cloud shall make good faith efforts to reschedule any such shoot to a mutually agreeable date and time. White Cloud reserves the right to decline outdoor photography and/or videography in the event of inclement weather. The client is solely responsible for securing permission from the site owner/operator for use of the production site as well as the authority for White Cloud to set up all necessary production equipment. The client understands that the quality of the product may be dependent upon adequate lighting and other conditions not within White Cloud's reasonable control.
- 2. Liquidated Damages.** White Cloud and the client acknowledge that it is extremely difficult to ascertain the extent of the client's actual damages in the event of a breach on the part of White Cloud. Therefore, the parties agree that in the event of any breach arising from the negligence or other unintentional conduct of White Cloud, including, but not limited to, damage to or loss of any video footage or photographs, the client shall be entitled to a percentage reduction of the pro-rata monthly rate for the affected property or properties, based upon the actual footage and/or photographs that have been damaged, lost, or not captured, only to the extent that such losses impact the final product(s). The return of such fees shall constitute the sole and exclusive remedies available to the client, and White Cloud shall have no further liability for any damages incurred.
- 3. Venue, Attorneys' Fees, and Applicable Law.** The validity and interpretation of this Agreement shall be construed in accordance with the laws of the State of Texas. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the services provided herein, shall be brought in a court of competent jurisdiction in the County of Bexar, State of Texas. In any action, arbitration, or other judicial, quasi-judicial, or extra-judicial proceeding related to any dispute arising from this Agreement, each party to this Agreement shall bear its own attorneys' fees.



Services Policy continued

In case any provision of this Agreement shall be found invalid, illegal, or unenforceable, such provision shall be severable from the remainder of this Agreement, and the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby. Unless otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors, and assigns. Each party represents that all required authorizations for its execution of this Agreement necessary to make this instrument binding in accordance with its terms against such party have been obtained and are in effect.

4. **Promotional Use of Images.** The parties agree that White Cloud may use images and/or footage from the client's shoot(s) for commercial use including, but not limited to, advertising, promotional, and marketing purposes and materials (including but not limited to print, video, social media, etc.) for use with existing and potential clients of White Cloud and/or for use as part of White Cloud's professional portfolio
5. **Modifications.** This written and signed Agreement constitutes the sole and exclusive agreement between the parties regarding the services and products to be provided by White Cloud to the client. It is intended by each party to constitute the final written memorandum of all of their agreements and understandings in this transaction. No covenants, warranties, and/or representations, express or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth herein. If either party to this Agreement has attempted to make such covenants, warranties, and/or representations, promises, or prior agreements, they are hereby superseded and waived. Any waivers, terminations, amendments, or modifications of, or additions to, this Agreement must be made in writing signed by the party against which the enforcement of such writing is sought.
6. **Creative Clause.** White Cloud is granted full editorial, production, and content control by the client regarding all aspects of the production and post-production services. The client retains the exclusive right to edit all images and footage.
7. **Indemnification.** The client shall indemnify, defend, and hold harmless White Cloud, its officers, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorneys' fees), or liabilities arising out of, resulting from, or in connection with White Cloud's acts and/or omissions in the performance of its obligations under this Agreement, in the provision of services contemplated by this Agreement, or any governing law or regulation.