

Drone Aerial Photography Service Terms of Use (For Corporations and Businesses)

These Terms of Use govern the conditions between Misawa Security & Protection Co., Ltd. Drone Division (hereinafter referred to as “Party A”) and the corporation or sole proprietor (hereinafter referred to as “Party B”) using the drone aerial photography service (hereinafter referred to as “the Service”) provided by Party A.

Article 1 (Application)

1. These Terms shall apply to all relationships between Party A and Party B concerning the use of the Service.
2. Any separate quotations, application forms, purchase orders, consent forms, etc., provided by Party A shall constitute part of these Terms.

Article 2 (Service Content)

1. The Service shall consist of aerial photography and video filming using drones and, as necessary, ground-based filming equipment.
2. Details such as the content of the shoot, conditions, delivery format, and delivery date shall be determined by the quotation provided in advance by Party A or by separate agreement between Party A and Party B.

Article 3 (Compliance with Laws and Safety Assurance)

1. Party A shall comply with the Aviation Act, other relevant

laws and regulations, guidelines, and safety standards when performing the Service.

2. Party A may cancel or modify all or part of the filming due to weather conditions, wind conditions, surrounding environment, third-party safety concerns, or other reasons.

3. In the case of the preceding paragraph, Party A shall explain the reasons to Party B within a reasonable scope.

Article 4 (Determination of Feasibility of Filming)

1. Party A shall make the final determination regarding the feasibility of filming for this Service.

2. If Party A determines there are legal or safety concerns, Party A shall not perform the shoot even if requested by Party B.

3. Even during the shoot, if Party A determines a situation has become hazardous due to changing circumstances, Party A may immediately suspend the shoot.

Article 5 (Fees and Payment Terms)

1. The fee for this Service shall be the amount presented in advance by Party A in a quotation and agreed to by Party B.

2. Payment methods, due dates, and other conditions shall follow the quotation or separate agreements between Party A and Party B.

3. If changes, additions, or extended working hours to the shoot arise due to Party B's circumstances, Party A may charge additional fees.

Article 6 (Cancellation and Schedule Changes)

1. If Party B cancels or reschedules the shoot due to their circumstances, Party A's specified cancellation fees may apply.
2. If shooting cannot be conducted due to weather, natural disasters, legal restrictions, or other force majeure events, Party A and Party B shall consult and determine the appropriate response.

Article 7 (Delivery of Deliverables)

1. Party A shall deliver the deliverables of this Service to Party B based on the quotation or separate agreement.
2. Party B shall review the deliverables within a reasonable period after delivery and promptly notify Party A of any deficiencies.

Article 8 (Copyright and Scope of Use)

1. Unless otherwise agreed, copyright in deliverables produced through this Service shall belong to Party A.
2. Party B may use the deliverables only for the purposes and within the scope authorized by Party A.
3. Party B shall obtain prior written consent from Party A before providing, reselling, or reusing the deliverables for secondary purposes to any third party.

Article 9 (Prohibited Acts)

Party B shall not engage in the following acts when using this Service:

1. Acts contrary to laws, regulations, or public order and morals.
2. Acts infringing upon third parties' rights, portrait rights, privacy, etc.
3. Acts providing Party A with false or inaccurate information.
4. Acts making unreasonable shooting requests disregarding Party A's judgment.

Article 10 (Disclaimer)

1. Party A shall not be liable for any damages incurred by Party B in connection with this Service, unless such damages result from Party A's intentional acts or gross negligence.
2. The same shall apply to damages arising from weather conditions, communication failures, natural disasters, third-party interference, etc.

Article 10 (Disclaimer)

1. Party A shall not be liable for any damages incurred by Party B in connection with the Service, unless such damages result from Party A's intentional acts or gross negligence.
2. The same shall apply to damages arising from weather conditions, communication failures, natural disasters, third-party interference, or similar causes.

Article 11 (Damages)

If Party B violates these Terms and causes damage to Party A, Party B shall be liable to compensate Party A for such damages.

Article 12 (Amendment of Terms)

Party A may amend these Terms as necessary.

The amended Terms shall take effect upon Party A's publication or notification thereof.

Article 13 (Governing Law and Jurisdiction)

These Terms shall be governed by Japanese law. Any dispute arising between Party A and Party B concerning the Service shall be subject to the exclusive jurisdiction of the court having jurisdiction over the location of Party A's head office.

Supplementary Provisions

These Terms shall take effect on January 1, 2026.