



## GENERAL TERMS & CONDITIONS

These terms and conditions are applicable to the sale by Blyenburgh & Co of documents proposed on [www.rps-info.com](http://www.rps-info.com) & [www.rpas-regulations.com](http://www.rpas-regulations.com) & [www.rpas-conference.com](http://www.rpas-conference.com) & [www.rpas-civops.com](http://www.rpas-civops.com)). By placing an order for any of the documents proposed on these websites, the customer automatically accepts these terms & conditions.

Blyenburgh & Co (B&C) is a French limited liability company (société à responsabilité limitée).

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### 01 Definitions

**B&C:** Blyenburgh & Co, the owner & administrator of the websites, and Publisher

**Publisher:** The publisher and copyright owner of the proposed Documents, or the third party publisher which has entrusted B&C with the commercialisation of a Document to which it owns the copyright.

**Documents:** The hardcopy or electronic edition of a publication published by B&C, or by a third party publisher, and commercialized by B&C. Not all Documents are available in both hardcopy and in electronic format.

**End User:** The authorised user or users of the Documents. In the case of a single user or a limited number of users, the User or Users are nominally designated in the Licence and receive an identifier code from B&C.

**Licence:** The agreement that outlines how the Documents can and cannot be used, and by whom.

**Customer:** The company or organisation which employs the End User and which signs a Limited or Unlimited User Licence, or the public or private centre of learning (e.g. university, academy, school) which signs a Unlimited User Licence, or the nominally designated private person who is the Customer and the End User and signs a Single User Licence.

### 02 Price & Currency

Prices are established by B&C and are expressed in Euro (€).

### 03 Value Added Tax

The application of VAT is determined by the principles laid down by the European Directive 2006/112/CE, and in accordance with French fiscal law. Consequently:

- French VAT will be charged to Customers established in France.
- No VAT will be charged to Customers established in a European Union state other than France, if they supply their European VAT number.
- Customers established in a European Union state other than France and which are not VAT registered (individual or moral entities), or do not supply their European VAT number, and which order a **hardcopy** edition of a Document will be charged with the French VAT.
- Customers established in a European Union state other than France and which are not VAT registered

(individual or moral entities), or do not supply their European VAT number, and which order an **electronic** edition of a Document will be charged with the VAT applicable in their country.

- No VAT will be charged to Customers established outside of the European Union.

### 04 Document Descriptions

B&C commercialises documents such as annual reference publications, specialized dictionaries, terminology listings, proceedings of conferences organized by B&C, and various other documents, published by B&C, as well as by third party Publishers, principally in electronic format, but in some cases also in hardcopy format (e.g. the annual publication entitled "RPAS: The Global Perspective"), hereinafter collectively referred to as Documents.

B&C makes every effort to ensure that the contents of the Documents are accurately described on its websites, but accepts no liability for any inaccuracy.

### 05 Orders

In function of the Documents concerned, orders must be placed online on [www.rps-info.com](http://www.rps-info.com), [www.rpas-regulations.com](http://www.rpas-regulations.com), [www.rpas-conference.com](http://www.rpas-conference.com), or [www.rpas-civops.com](http://www.rpas-civops.com), or by completing & returning the applicable order form in PDF format to B&C.

### 06 Payment & Currency

The following methods of payment are available to the Customer:

- Cheque drawn on a French bank and payable to Blyenburgh & Co in France.
- Bank transfer with all transfer charges at Customer's expense.
- Credit card.

All payments should imperatively be made in Euro (€). If payment by cheque or bank transfer is selected by the Customer, an invoice indicating the payment instructions will be issued by B&C and sent to the Customer by email. In the case of payment by credit card, the customer will receive a payment receipt by email.

### 07 Document Supply

#### 07.1 Hardcopy Documents

Hardcopy Documents will be shipped by regular postal service only after B&C's receipt of payment from the Customer in full.

The cost of shipment of hardcopy Documents by regular postal service will be charged.

Shipment of hardcopy Documents by courier service is optional and the relevant cost will be invoiced.

## 17.2 Electronic Documents

A username and password permitting access to electronic Documents will be supplied only after B&C's receipt of payment by the Customer in full. The duration of the validity of the username and password will be limited.

## 08 Refund Policy

In the case of the supply of tangible Documents (i.e. hardcopy), the Customer has a period of fourteen (14) days, following receipt, to withdraw from the Contract. Such withdrawal shall be made in writing, before the last day of the aforementioned time period. The Customer shall return the items in question no later than fourteen (14) days after informing B&C. The costs associated to returning the item shall be supported by Customer. Upon receipt of the item and confirmation of its integrity, a refund of the amount supported by the Customer shall be provided by B&C. The aforementioned shall not apply to newspapers, periodical publications (e.g. editions of the RPAS Yearbook) or magazines, which shall not avail from such withdrawal right.

In the case of Documents supplied on an intangible medium (i.e. electronic documents), no refund shall be due by B&C, as long as the performance of supplying such content has begun with the End User's prior express consent and its acknowledgment that he thereby loses his right of withdrawal (which is the case when the Customer or End User downloads the electronic document).

## 09 Refusal of Supply

All orders for Documents are subject to availability and B&C reserves the right, at its sole discretion, to refuse to supply to any private person, company or organisation a hardcopy edition of a Document in the case the Document's print-run has been depleted.

## 10 Copyright & Reproduction

The copyright and publication rights to Documents, as well as the associated intellectual property rights, are the property of the Publisher indicated in the Document. The Customer acquires no ownership rights. Purchasing a Document does not grant the Customer any right to reproduce the material contained in the Document without express permission being granted in writing by the Publisher, except in cases where the material is used solely in internal documents and presentations inside the Customer's organisation. In such cases, all material must clearly indicate the copyright owner.

Under no circumstances is an End User of a Document authorized to alter or recompile or copy or broadcast or resell or repackage or create a derivative work or redistribute or sell data contained in a Document without prior written consent from the Publisher.

In the event of a breach of these terms and conditions, B&C and the possible third party Publisher of the Document have the right to claim reasonable costs.

## 11 Warranties & Limitation of Liability

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B&C shall not be liable to the Customer or to any other person for the consequences of any decision or action taken in reliance on any information or data appearing in a Document.

Any communication between B&C and a Customer, or potential Customer, relating to its particular requirements or terms for the supply of Documents, will be treated as confidential information that shall not be disclosed outside their respective organisations.

## 12 Limitation of Document Use

By submitting an order for a Document the Customer agrees and represents that it is purchasing the Document for its own internal use only, and not for resale, nor for rental, unless expressly agreed upon in writing by the Publisher. In addition, the Customer agrees not to share or otherwise make the Documents available by any means (including, but not restricted to, through its intranets and the internet).

## 13 Grant of Rights

Customers and End Users are granted non-exclusive, non-transferable limited rights to access and use of the Documents.

Under the rights granted the End User may:

- 13.1 Electronically display Documents on its own computer for End User's personal and non-commercial use;
- 13.2 Create a single print-out of the Document;
- 13.3 Quote insubstantial portions of the Documents (e.g. excerpts, figures, tables) in hardcopy or electronic documents prepared in the ordinary course of Customer's business, under the condition that the designation of the Document and the name of the copyright owner are mentioned.

## 14 Restrictions of Use

Customers & End Users may not:

- 14.1 Store the Documents on a server or on an external hard disk that can be accessed by persons which have not been indicated in the Customer's Licence.
- 14.2 Store the Documents in an archival database;
- 14.3 Email, fax, store, reproduce, transmit, display, copy, alter, recompile, or distribute Documents, unless expressly authorized by B&C;
- 14.4 Offer any part of a Document for commercial resale or commercial redistribution by any possible means;
- 14.5 Offer any part of a Document for publishing or republishing;
- 14.6 Remove or obscure the copyright notice or other notices contained in the Documents.

## 15 Access to Services

Only employees, temporary employees, partners, and contractors dedicated to performing work exclusively for the Customer, and students in case the Customer is a centre of learning, are eligible to use Documents.

Without any limitation, external professional service providers to a Customer such as consultants, attorneys, accountants, outsourcers and public relations enterprises

are specifically excluded from being an End User. The Documents may be enhanced, added to, withdrawn, or otherwise changed by B&C without prior notice.

## **16 Licence Agreement**

Documents available from B&C are subject to terms and conditions of use, as well as a revocable licence agreement. By completing the purchase process, the Customer agrees to these terms and conditions of use, as well as to the licence agreement.

B&C, as well as a third party Publisher of a Document commercialised by B&C, reserves the right to terminate, at its sole discretion, any licence granted to a Customer, while retaining for its own benefit all monies paid for the supply or use of the relevant Document, if there is a breach of any of these terms and conditions by any member of staff within any part of the Customer's organisation.

In the event of a breach of these terms and conditions, B&C and / or the third party Publisher have the right to ask for reasonable compensation costs.

If a Customer buys an electronic edition of a Document, it will have to agree to a specific End User licence. An End User licence does not grant copyright or ownership interests to a Customer. The following End User licences are available:

### **16.1 Single End User Licence**

This Licence allows for use of a purchased Document by one person during a specified period of time. This person may use the Document on any computer, and may print it out, but may not share the Document (or any information contained therein) with any other person or persons.

Unless a more extended licence (Single-Company Single-Site Limited End User Licence, Single-Company Single-Site Unlimited End User Licence, Single-Company Multi-Site Single-Country Unlimited End User Licence, or a Single-Company Multi-Site Multi-Country Unlimited End User Licence) is purchased by the Customer, a Single End User Licence must be purchased for every person within the same enterprise or organisation that wishes to use the Document.

Customers who infringe these licence terms are liable for a Single-Company Multi-Site Multi-Country Multi-End User Licence fee.

### **16.2 Single-Company Single-Site Limited End User Licence**

This Licence allows for use of a purchased Document by five nominally designated persons within the same enterprise or organisation in a single physical location for a specified period of time. Each of these persons may use the Document on its computer, and may print out the Document, but may not share the Document (or any information contained therein) with any other person or persons. Customers who infringe these Licence terms are liable for a Single-Company Multi-Site Multi-Country Multi-End User Licence fee.

### **16.3 Single-Company Single-Site Unlimited End User Licence**

This Licence allows for use of a purchased Document by an unlimited number of persons within the same enterprise or organisation (including public & private

centres of learning, e.g. universities, faculties, academies, schools) in a single physical location for a specified period of time. Each of these persons may use the Document on any computer, and may print out the document, but may not share the Document (or any information contained therein) with any person or persons outside of the enterprise's or organisation's location.

Customers who infringe these licence terms are liable for a Single-Company Multi-Site Multi-Country Multi-End User Licence fee.

### **16.4 Single-Company Multi-Site Single-Country Unlimited End User Licence**

This Licence allows for use of a purchased Document by an unlimited number of persons within the same enterprise or organisation at an unlimited number of physical locations in the same country for a specified period of time. Each of these persons may use the Document on any computer, and may print out the document, but may not share the Document (or any information contained therein) with any person or persons outside of the enterprise's or organisation's physical locations in the same country.

Customers who infringe these licence terms are liable for a Single-Company Multi-Site Multi-Country Multi-End User Licence fee.

### **16.5 Single-Company Multi-Site Multi-Country Unlimited End User Licence**

This Licence allows for use of a Document by an unlimited number of persons within the same enterprise or organisation at its physical locations worldwide for a specified period of time. Each of these persons may use the Document on any computer, and may print out the Document, but may not share the Document (or any information contained therein) with any other person or persons outside of its enterprise or organisation.

## **17 Duration of Licence**

The validity duration of a licence and the rights granted is indicated in the licence agreement.

A licence agreement will terminate:

17.1 At the end of the validity period indicated in the licence agreement.

17.2 Following ten (10) working days' prior written notice that any term or condition of this Agreement has been violated for any reason, knowingly or unknowingly, provided that the violation is not remedied immediately. B&C reserves the right to suspend access to Documents in the event the Customer upon receiving written notice that its End User(s) are in breach of this Agreement and Customer has not immediately taken reasonable steps to cure such breach.

## **18 Copyright & Trademarks**

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B&C will use commercially reasonable efforts to ensure that the electronic edition of a Document in hardcopy format corresponds in content with the hardcopy edition, but B&C does not guarantee that it does.

In the event of any discrepancy between the print and online version, the online version that is posted on a B&C website will be the official version of record.

## **19 Confidentiality**

The personal contact information supplied by the Customer to B&C will not be transmitted by B&C to any other company or organization for any purpose whatsoever. This information may however be used by B&C to supply the persons concerned with information relative to upcoming remotely piloted aircraft systems-related events and / or new Documents.

Persons having supplied their contact details can, at all times, request B&C to have their particulars deleted from its database by addressing an email to B&C at [pvb@rps-info.com](mailto:pvb@rps-info.com) with "Delete from Database" in the subject box, and indicating their family name, first name & company / organization as the message text.

Persons having supplied their contact details can, at all times, obtain a copy of the information concerning them that is registered by B&C, by addressing a simple email to B&C at [pvb@rps-info.com](mailto:pvb@rps-info.com) with "Data Consultation Request" in the subject box, and indicating their family name, first name & company / organization as the message text.

Persons having supplied their contact details can, at all times, rectify the information concerning them that is registered by B&C, by addressing a simple email to B&C at [pvb@rps-info.com](mailto:pvb@rps-info.com) with "Data Rectification Request" in the subject box, and indicating the data they wished to see rectified.

B&C shall provide the information requested within an adequate timeframe and without costs, for the first request to obtain a copy of the information B&C has on them. However, for further requests, B&C reserves the right to charge a fee based on administrative costs it incurs for such procedure.

The information shall be provided in a commonly used electronic format, unless such is not possible or not convenient for B&C.

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The Customer agrees to hold B&C, and its subsidiaries, affiliates, officers, agents, third party Publishers supplying documents to B&C for commercialisation, co-branders or other partners, and employees, harmless from any claim or demand, including legal fees, made by any third party due to or arising from of its use of B&C's websites, its connection to B&C's websites, or its use of Documents posted on B&C's websites, or downloaded from B&C's websites or website portals.

## **22 Enforcement**

Where applicable, each third party supplier of Documents has the right to assert and enforce the provisions of these terms & conditions on its own behalf as a third party beneficiary.

## **23 Applicable Law**

All disputes concerning these terms and conditions shall be governed by and construed in accordance with French law and shall be subject to the exclusive jurisdiction of French courts.

## **24 Entire Agreement**

These terms and conditions constitute the entire agreement of the parties with respect to its matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.