

# ROTORCREW

## Terms and Conditions of Use

*\*Please read the following terms attentively.*

### 1. APPLICATION AND ACCEPTANCE

- 1.1 The terms and conditions of use hereof (the “**Terms**”) constitute the user agreement between you and 9403-9419 Québec inc. (“**ROTORCREW**”) of ROTORCREW’s website and services (as defined hereunder) (the “**Site**”). By using the Site, you acknowledge that you have read and understood the provisions of the Terms, that you are at least 21 years old and that you fully agree to be bound by the Terms.
- 1.2 For the purposes of the Terms, a “**user**” refers to any person that is at least 21 years old using the Site as a member or visitor, including a duly authorized person using the Site on behalf of any legal person. If you do not have the required authority or if you disagree with any of the Terms, do not use the Site.
- 1.3 ROTORCREW reserves the right to modify all or part of the Terms at any time without notice. Users must review the Terms on a regular basis by visiting this page periodically. These updated Terms will be effective at the time of their publication on the Site by ROTORCREW. Therefore, the use of the Site after such modifications of the Terms shall confirm your acceptance of the modified or revised Terms. If you consider the modified Terms unacceptable to you, your sole remedy is to stop using the Site.
- 1.4 ROTORCREW reserves the right to modify and improve the Site within the limits of commercial reasonableness. ROTORCREW is committed to inform the user of any important modification relating to the Site by any means, at its sole discretion.

### 2. DESCRIPTION OF THE SERVICE

The Site is essentially a meeting point for sellers of products and services pertaining to aircrafts and helicopters and potential buyers. It enables individuals and businesses to advertise such products and services in a secure and pleasant environment.

### **3. GENERAL CONDITIONS AND USE OF THE SITE**

- 3.1 The Site must be used for legal purposes only.
- 3.2 The user acknowledges and agrees that it is strictly prohibited to:
  - 3.2.1 use the Site for the purpose of data processing on behalf of a third-party;
  - 3.2.2 distribute spam or use illegally or in a way that may disrupt or alter the integrity or efficiency of the Site;
  - 3.2.3 change, alter, adapt, hack and obtain an unauthorized access to private sections and tabs of the Site and to systems or networks used by ROTORCREW;
  - 3.2.4 act in a way that would be likely to disrupt or alter the operation of the Site or any networks and servers relating to the Site;
  - 3.2.5 use different identities;
  - 3.2.6 give false or misleading information;
  - 3.2.7 contact an advertiser to address comments that are disrespectful, offensive, obscene, vulgar, or that violate the user's privacy;
  - 3.2.8 publish ads that breach copyright, trademarks, patents, or other property rights held by third parties;
  - 3.2.9 publish an ad that does not offer a specific product or service; and
  - 3.2.10 publish ads whose goal is to promote or direct users to another website.
- 3.3 When user's ad allows to include a hyperlink, it must not be a link to a website of an auctions site or a competing ads site.
- 3.4 ROTORCREW reserves the right to access any user account to respond to requests of technical assistance. ROTORCREW is committed to maintain appropriate administrative, material and technical protection measures to protect the security, privacy, accessibility and integrity of the user's databases. ROTORCREW will not disclose user's data unless required by law or if the user expressly consents by writing. To that extent, please refer to the Privacy and Personal Information Protection Policy [<https://www.rotorcrew.com/privacy>].

- 3.5 ROTORCREW ensures that access to databases is limited to its employees and the employees of the storage and hosting provider to whom an access is necessary to operate the Site. ROTORCREW will make every reasonable effort to disclose disruptions of services on its Site.

#### **4. USER'S BEST PRACTICES**

Before completing any transaction with another user of the Site, users shall conduct their due diligence in order to make sure that the products or services offered in an ad is not a scam. Users are responsible for choosing the safest way to transfer funds in order to close or secure a transaction.

#### **5. USER COLLABORATION**

The user agrees to inform immediately ROTORCREW after becoming aware of unauthorized use of the Site or of any breach of security. At the request of ROTORCREW, as the case may be, the user agrees to collaborate in order to stop, prevent and resolve security problems or unauthorized use of the Site.

#### **6. USER'S ACCOUNT**

- 6.1 In order to post ads on the Site, users have to create an account. By doing so, users agree to: i) provide, in any subscription form, true, accurate, current and complete information, and ii) maintain and update without delay this information to ensure the information is true, accurate, current and complete. ROTORCREW reserves the right to suspend or terminate access to the Site if ROTORCREW has reasonable grounds to believe that the information is false, incorrect, outdated or incomplete. ROTORCREW's use of personal information provided by users when subscribing is governed by ROTORCREW's Privacy and Personal Information Protection Policy which can be consulted by clicking the following hyperlink: <https://www.rotorcrew.com/privacy>
- 6.2 Keeping your account's password confidential is your responsibility and disclosing it to any third party is prohibited. The activities carried out on your account and under your password are entirely your responsibility. You agree to immediately notify ROTORCREW of any unauthorized use of your account and password.

## **7. INTELLECTUAL PROPERTY**

- 7.1 All right, title and interest relating to the Site and its components, including intellectual property rights, are and remain the exclusive property of ROTORCREW, subject only to the limited right of access and use expressly conferred pursuant to the Terms.
- 7.2 The trademark “ROTORCREW™” and ROTORCREW’s logos used or illustrated on the Site are trademarks, which are the exclusive property of ROTORCREW.
- 7.3 The Site content is protected by the *Copyright Act* (Canada), RSC 1985, c. C-42 and is the property of ROTORCREW, of owners having agreed upon a license in favor of ROTORCREW, or of an accredited party as a content provider, as the case may be. Except as granted in the limited license herein, any use of the content, including change, transmission, presentation, distribution, new publication or any other use of the Site or its content, in full or in part, is prohibited without the prior express consent of ROTORCREW.
- 7.4 Subject to the Terms, a limited, non-transferable, non-exclusive and worldwide license is granted to user in order for such user to access the Site. Users can download, keep and/or print one copy of the content for their personal use, as long as all copyrights and other proprietary notices are kept. Users shall also comply with any additional requirements governing the use of specific content which may be available on the Site. In the event of a conflict between the terms of a license governing specific content and the Terms, the terms of such specific license prevail.
- 7.5 Users are hereby granting ROTORCREW a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights on any content made available by them on the Site.

## **8. HYPERTEXT LINKS – THIRD-PARTY WEBSITES**

- 8.1 The Site may contain hyperlinks to third-party websites. These links are meant for convenience only and do not imply endorsement or approval by ROTORCREW. Unless specifically instructed, ROTORCREW does not operate third-party websites, is not responsible for the content of these websites and makes no representation or warranty, nor any commitment of any kind regarding third-party websites, including, without restricting the generality of the foregoing, no representation or warranty, nor any commitment: (i) concerning the legality, accuracy, reliability, completeness,

currency or relevance of the content of third-party websites, (ii) concerning the quality and/or adequacy for a particular purpose of third-party websites or material, content, software, products or services offered on third-party websites or available through these websites, and (iii) indicating that the operation of these websites will be uninterrupted and free of errors, that the defaults or errors will be corrected or that these websites will be free of viruses or of any other harmful element.

- 8.2 ROTORCREW is not related to any third-party website that contains, displays or transmits illegal or indecent information of any kind.

## **9. PAYMENT**

Any payment made by the user to ROTORCREW for services under the Site can be made by credit card, provided that the Site uses various online payment platforms such as *Paypal*<sup>™</sup>. Users agree to comply to the terms and payment conditions of such online payment platforms used by ROTORCREW and acknowledge that the Terms are subject to the terms and conditions specifically applicable to the payment platforms used by ROTORCREW. ROTORCREW does not keep any nominal banking data of the user on its browser.

## **10. CANCELLATION AND TERMINATION**

- 10.1 If the user agrees to receive information from ROTORCREW, he may change his mind later. Users can close their account at any time by written notice to that effect at the following address: [info@rotorcrew.com](mailto:info@rotorcrew.com). Users must not use any procedure other than the one mentioned above in order to cancel their account. At the user's request, ROTORCREW is committed to provide a copy of the user's databases in the event of the account closure. Users should be aware, however, that it is not always possible to completely remove or modify information in ROTORCREW databases and servers or in the records of any third party who has been provided with your information in accordance with the Privacy and Personal Information Protection Policy [<https://www.rotorcrew.com/privacy>].
- 10.2 ROTORCREW reserves the right to: (i) change or interrupt the Site (in full or in part), temporarily or permanently, (ii) prohibit current or future use of the Site or close the account of any user (in full or in part), and delete or remove the archived content for whatever reason in accordance with the appropriate laws and regulations, if ROTORCREW considers that the user breaches the Terms. ROTORCREW will make all necessary reasonable efforts to contact directly the user before interrupting or closing access to its account. User agrees that if ROTORCREW interrupts its account

access, access to the Site may be blocked too, as well as access to their account information, files and databases, subject to any requirements of applicable laws. ROTORCREW, at its own discretion, determines what constitutes a violation of law or of the Terms. Any illegal use of the Site or use deemed inappropriate by ROTORCREW, at its entire discretion, legal or illegal, is a direct violation of the Terms and will cause the immediate cancellation and termination of the Site's access.

- 10.3 ROTORCREW does not have to act in a timely manner and any inaction on its part should not be interpreted as an acceptance of the prohibited use of the Site. ROTORCREW will not be liable to the user or any third-party if the Site is modified, interrupted or terminated.

## **11. DISCLAIMER OF WARRANTIES**

- 11.1 While ROTORCREW attempts to provide accurate, precise and current information, no representation or warranty, express or implied, concerning the Site and its content, is made to the user about: (i) the fact that Site's content or accessible websites from the Site, can be trusted, (ii) the accuracy, completeness and reliability of any ad of any user, (iii) the fact that the operation of the Site will be error free or uninterrupted, (iv) the fact that fault or error contained on the Site or its content, due to human or computer error, will be corrected, (v) the fact that the Site is free of viruses and harmful elements, and (vi) the fact that communications to or from the Site will not be accessible to third-party and/or will not be intercepted.

- 11.2 Although efforts are made by the employees of ROTORCREW to read and answer promptly to electronic communications, no guarantee is made about the response time.

- 11.3 The user acknowledges and understands that, despite security measures used and created by ROTORCREW, communications with ROTORCREW's employees may be intercepted. Due to the risks mentioned below, ROTORCREW can't guarantee the security and confidentiality of electronic communications:

11.3.1 use of electronic communications to discuss delicate information may increase the risk of information disclosure to third parties;

11.3.2 despite reasonable efforts to protect personal information and to ensure the security of electronic communications, it is not possible to totally secure this information;

- 11.3.3 ROTORCREW or any authority may have a legal right to inspect and keep the electronic communications received and transmitted through its system;
- 11.3.4 electronic communications may be redirected, intercepted, revealed, saved or modified without the knowledge or the authorization of ROTORCREW or the user;
- 11.3.5 even if the sender and the recipient delete electronic communications, there may be back-up copies into a computer system;
- 11.3.6 electronic communications may be easily redirected, increasing the risk of unintended mailing to an unknown recipient;
- 11.3.7 it is impossible to verify the identity of the sender or ensure that only the recipient could read the email once it is sent.

## **12. LIMITATION OF LIABILITY**

- 12.1 Access to the Site is at the own risk of the user.
- 12.2 The user takes full responsibility of the online information, databases, texts, messages and other content shared through the Site. The privacy of the user's information, data, username and password remains the sole responsibility of the user, as well as any activity pursued under his username or user account.
- 12.3 Completing a transaction for products or services offered of the Site is the responsibility of the seller and the buyer. ROTORCREW does not intervene in transactions between buyers and sellers and does not offer any protection program or payment methods between members. For instance, ROTORCREW will never ask you to make a wire transfer to a ROTORCREW agent to secure or complete a transaction with another member. If you receive an email with the ROTORCREW logo that promotes such services, you shall ignore it and report the problem by to ROTORCREW.
- 12.4 Although, ROTORCREW makes all possible efforts to ensure the security of Site and maintain its integrity, ROTORCREW does not guarantee nor attest to the quality or legality of the advertised products and services, the validity or exactitude of the descriptions including photos and videos, the ability of the sellers to sell products and services, or the ability of the buyers to buy them.

- 12.5 ROTORCREW, its directors, officers, employees, agents, licensors and their respective successors and assignees shall never be held responsible for damages of any kind arising directly or indirectly from (i) the use of the Site, (ii) the information provided on the Site, (iii) from a transaction carried out pursuant to an ad posted on the Site or (iv) user's actions, omissions or conduct when using the Site or (v) any advertisement of a third party appearing on the Site.
- 12.6 Provided a competent court declares any provisions hereof void, invalid or illegal, ROTORCREW limits its liability to the maximum extent permitted by applicable laws.

### **13. INDEMNIFICATION**

The user hereby agrees to indemnify, defend and hold harmless ROTORCREW, its directors, employees, agents, licensors and their respective successors and assignees from all claims, actions, proceedings, damages, penalties and expenses of any kind whatsoever, including legal expenses and fees of its legal counsel, related directly or indirectly to his use of the Site, arising from his breach of the Terms, or resulting from his trust of the information that the Site contains, his inability to access the Site, including any websites available through the Site.

### **14. ACT OF GOD**

In no event shall ROTORCREW be held liable for any default or delay in the performance of the Site caused by any superior force events. ROTORCREW is committed to make all reasonable efforts in order to mitigate the effects of any such events.

### **15. ASSIGNMENT AND SUBCONTRACTING**

ROTORCREW reserves the right to assign or transfer the Terms, in full or in part, without limitations, to any affiliates or third parties. Hereby, ROTORCREW may assign its rights or obligations, in full or in part, to subcontractors, at any time, without limitation or obligation to obtain any consent.

## 16. CONTENT POSTED BY USERS AND REVIEWS

- 16.1 Users may be asked to leave a review when messaging with other users on the Site. Reviews consist of ratings and comments. Your submitted review, user name, profile picture (if any), and the category of the seller's listing will be made public. User reviews should be left in good faith, ensuring that both you and the other user are depicting your interaction fairly. When leaving a review on another user's account, the review should:
- 16.1.1 be truthful to what happened between you and the other user;
  - 16.1.2 not be left in an attempt to harass or abuse another user;
  - 16.1.3 not be left in an attempt to manipulate or mislead other users.
- 16.2 The Site may offer functions that allow users to post and display, in addition to comments and reviews, messages or content in designated sections, to participate to discussion groups, to interact with ROTORCREW and other users and to upload files, documents and other material (the "**Publications**"). ROTORCREW does not monitor the Publications or does not have the duty to monitor such Publications. However, ROTORCREW reserves the right, at any time, to delete information to respect laws, regulations or government requests, or to edit, refuse to display or remove Publications, in full or in part, at its entire discretion, reprehensible or contrary to laws or violating the Terms. The user agrees that he is responsible for the content of his Publications and its consequences.
- 16.3 By posting, uploading or submitting Publications on the Site, the user freely grants ROTORCREW a non-exclusive, perpetual, irrevocable, unlimited and worldwide license allowing ROTORCREW to: i) use, copy, keep, adapt, translate, change, transmit, distribute, execute or display these Publications, or make derivate works with it, for any purposes, and ii) consent to grant, by a license of use to third-parties, the unlimited right to exercise the above rights. In addition to providing the license herein, the user waives to moral rights relating to his Publications in favor of ROTORCREW, he agrees, if desired by ROTORCREW, that ROTORCREW's name or email identifies ROTORCREW as the author of the Publications and he consents to the disclosure or display of this information and to any other information that appears on his Publication. The user agrees and accepts to exempt ROTORCREW from all liability concerning his Publications.
- 16.4 When the user uses features of the Site that allows him to display, upload or publish, he does it at its own risk and must not:

- 16.4.1 reduce or hinder the use and enjoyment of the Site by another user or interfere or attempt to interfere the proper functioning of the Site or anything that, at the entire discretion of ROTORCREW, imposes an unreasonable or disproportionately large load on the Site's infrastructure;
- 16.4.2 transmit or communicate material, information or data which violates laws and regulations, to display or transmit illegal, abusive, defamatory or obscene information, including Publications that constitute or promote criminal offence or give rise to civil liability or that violate local, state, provincial, territorial, national or international laws or regulations;
- 16.4.3 display or transmit Publications, including articles, pictures, stories, software or any other material, that violate or infringe the rights of third-parties, including material that infringes privacy or publicity rights of others, or protected by intellectual property rights such as copyright, patent, trade secret, trademark or any right related, without prior consent of rights holders;
- 16.4.4 display or transmit Publications containing virus or other harmful component.

## **17. CURRENCY AND LANGUAGE**

All the ads posted by users shall be written in English only and the products and services' cost shall at all time be in United States currency.

## **18. APPLICABLE LAW**

- 18.1 The Terms and the relationship between the user and ROTORCREW pursuant to the Terms shall be governed by and construed in accordance with the laws of the Province of Quebec (Canada) without regard to conflicts of law principles. The user hereby expressly agrees to be subject to the jurisdiction of the courts of law of the Province of Quebec (judicial district of Quebec) for litigation resolution purposes relating to the Terms. The user agrees that ROTORCREW remains allowed to initiate proceedings in injunction (or any other equivalent emergency measures) before any competent authority.
- 18.2 If a court of competent jurisdiction holds any provision or part of the Terms to be invalid, this provision will be removed from the Terms without amending any other provision. All the other Terms will remain in full force and effect.

**19. ENTIRE AGREEMENT**

The user acknowledges and agrees that the Terms are a contract with ROTORCREW, that it supersedes any previous contract, agreement or arrangement with ROTORCREW.

**20. ASSISTANCE**

The following email address is dedicated to support and technical assistance: [info@rotorcrew.com](mailto:info@rotorcrew.com).