# Crown Aviation Holdings Inc. (the "Company")

Terms of Use (adopted as of May 30, 2024)

### Introduction

Please read these Crown Aviation Holdings Inc. (the "Company") Website Terms of Use ("Terms of Use") carefully before using the <a href="www.crownaviation.ca">www.crownaviation.ca</a> website (the "Website"). By browsing, accessing, or otherwise using the Website, you agree to accept these Terms of Use.

Your visit to the Website, including, but not limited to, all images, text, illustrations, designs, icons, photographs, programs, music clips, downloads, systems and methods of trading, video clips, graphics, user interfaces, visual interfaces, information, presentations, reports, analysis, data, tools, products, written materials, services, design, structure, selection, coordination, expression content, information, design, marks and layout therein, including but not limited to the design, structure, selection, coordination, expression and arrangement of any of the foregoing available on or through the Website, together (the "Content"), is subject to these Terms of Use, our Privacy Policy, and our Cookies Policy, which may be updated by us at any time without notice to you. If we update our Terms of Use, we will post the updated Terms of Use on the Website. Any such changes will be effective upon posting. If you do not agree with these Terms of Use, you should not use the Website and you agree that your sole and exclusive remedy is to discontinue using the Website. The Website is not designed for use by minors and minors should not provide personal information through this Website.

Nothing contained in these Terms of Use is intended to modify any other written agreement you may have with the Company (if any) that may be in effect. Additional terms and conditions of use may be applicable to password-restricted areas of the Website. For the purposes of these Terms of Use, "the Company," "we" and "us" means the Company entity which controls this Website, and the "User" means any person accessing the Website. The websites of other Company affiliates are governed by separate terms of use. Any disputes between you and the Company in connection with these Terms of Use may be resolved in arbitration or small claims court, subject to applicable law.

## Use of the Website and Content

You are responsible for your use of the Website and the Content. You undertake to use your best endeavors to ensure that nothing you do whilst accessing the Website will damage the Website or otherwise violate these Terms of Use.

The Website, including, but not limited to, the Content, is the property of the Company, the Company affiliates, or the Company service providers and is subject to copyright, trademark, and other laws. To the extent expressly permitted herein, the Company grants you a limited, revocable, non-exclusive, and non-transferable personal right to view, download and print pages from the Website solely for your personal and non-commercial use. This right will terminate immediately upon your unauthorized use of the Website or Content. The Company, in its sole discretion may suspend or terminate your user account and/or

suspend or terminate some or all your access to the Website or Content at any time, with or without notice to you. Subject to the foregoing, no intellectual property rights in respect of the Website or Content are granted or extended because of the Company making the Website available. All rights not expressly granted to you in these Terms of Use are reserved. You acknowledge and agree that you relinquish all ownership rights in any ideas or suggestions that you submit to the Company through this Website. This Website is protected by applicable copyright and other intellectual property laws, and no materials from the Website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission which we are under no obligation to provide and may withhold or rescind at any time and for any reason. All trademarks and service marks on the Website belong to the Company, except third-party trademarks or service marks, which are the property of their respective owners.

You may not (and may not encourage or assist others) to:

- 1. reproduce, republish, distribute, exploit commercially, use or modify without the Company's express written consent, the Website or Content;
- 2. access, copy or download the Website or Content using automated methods, including but not limited to, "web scraping" or "bots", "robots" or "spiders" that "harvest" the Website or Content, interfere with the functioning of the Website or Content or restrict or inhibit any others from using the Website or Content;
- 3. use any trademark, service mark, or logo of the Company or any third party that appears on the Website without prior written consent or remove or obscure any copyright or other notices contained on the Website or the Content;
- 4. if you link other websites to the Website, imply or suggest that the Company has endorsed or is affiliated with such websites, and you may not display the Website as "framed" or "mirrored" within another website;
- 5. delete, decompose, decompile, reverse engineer, disassemble, or otherwise deconstruct all or any portion of the Website or Content or any of the Websites' source code or software;
- 6. transmit any virus, worm, time bomb, adware, worms, malicious code, or similar system interference through the Website;
- 7. violate these Terms of Use, the Privacy Policy or Cookies Policy or any law, regulation, rule or intellectual property or contractual rights of others (or encourage others to do so), use the Website or Content for any illegal purpose, or attempt to violate the security of the Website, including, but not limited to, attempting to gain unauthorized access to Content or use or gain access to the identities, information or computers of others through the Website;
- 8. impersonate any person or entity or create a User account for anyone other than yourself or create another User account without permission if the Company has suspended or terminated your User account; or
- 9. sell or otherwise transfer the access granted herein; or
- 10. use any hidden text or metatags using "the Company" on a website or content published on a website or otherwise.

The Company has the right (but not the obligation) to monitor the Website for any unauthorized or objectionable conduct and to take all appropriate actions in response, without notice to you, and we may at any time revoke your right to use all or any portion of the Website or Content. The Company may investigate any complaint regarding a suspected violation of these Terms of Use and may report any activity relating to the Website or Content to regulators, law enforcement officials, securities commissions, regulators, exchanges, and all or any other persons, or entities, that it deems appropriate.

The Website or any part of the Website may be periodically unavailable, and Content may be removed or modified at any time, for any reason, and without notice. The Company may, in its sole discretion, restrict, suspend, or cancel access to or use of the Website, for all or any one or number of Users. Users will have no right to compensation or other remedy for being unable to access the Website.

#### **Restricted Access**

The Website is operated and controlled by us in Canada. Access to the Website from countries or territories where such access is illegal is prohibited. The Company makes no representations that the information, including, but not limited to, financial statements, management discussion and analysis, presentations, reports, analytics, and all or any other services (if any) (collectively, the "Products or Services") discussed on or made accessible via the Website are available or appropriate for any reason or applicable for use in all or any jurisdictions or by any or all Users whatsoever. Those who access the Website do so on their own initiative and are responsible for compliance with local laws, rules, and regulations.

# Website Disclaimers and Limitations of Liability

Subject to any applicable law that cannot be excluded, the Website and Content are provided "as is" and "as available" without any representation, warranty, or condition. No reliance should be placed on any information on the Website, or the Content save and except for statements of historical fact. Users agree to bear all risks associated with their use of the Website and Content, including, but not limited to, any reliance on the availability, accuracy, completeness, timeliness, usefulness, or appropriateness of the Website or Content. You agree that the Company is not liable for any action you take, omission, or decision you make in reliance on the Website or the Content, subject to applicable law.

The Content and the Website are for informational purposes only and are not in any way whatsoever investment, professional, legal, or any other type of advice nor are they to be relied upon in making an investment or other decision of a similar nature. The Website and Content is not an offer to sell, or a solicitation of an offer to buy and do not constitute an invitation or inducement of any sort to any person whatsoever.

Certain information contained on the Website and in the Content may constitute "forward-looking statements" as defined in applicable securities laws. Forward-looking statements include statements that are predictive in nature, depend upon or refer to future events or conditions, and include statements regarding the Company's competitive strengths, weaknesses, goals, expansion, growth, future success, operations, business, financial condition, expected financial results, performance, prospects, opportunities, priorities, targets, goals, ongoing objectives, strategies, and outlook. Words such as "anticipate", "estimate", "expect", "project", "intend", "plan" and "believe" and words of a similar nature are intended to identify forward-looking statements. No reliance should be placed on forward-looking statements because forward-looking statements by their nature involve significant amounts of known and unknown risks, uncertainties, and other factors which may cause the actual results, performance, or achievements of the Company to differ materially. Except as required by law, the Company undertakes no obligation to update or revise statements or information on the Website or in Content at any time. Accordingly, Content on the Website will become out of date or obsolete and in some cases may quickly become out of date or obsolete.

Any transactions described on the Website or in any Content as having been engaged in by the Company are included as representative transactions for illustrative purposes only. Past performance is not indicative

of future results. No assurance or representation of any kind is made, that comparable results or any target returns disclosed on the Website or in the Content will be achieved by the Company at any point in the future to the same level of success or at all.

You agree that, to the maximum extent permitted by applicable law, in no event shall you seek to hold the Company, its affiliates and/or their respective officers, directors, managers, partners, members, shareholders, employees and agents ("Affiliates"), liable and in no event shall the Company or its Affiliates be liable to any party, whether in contract, tort (including, but not limited to, negligence) or otherwise, for damages (including, but not limited to, direct, indirect, incidental, consequential, special, punitive, exemplary and aggravated damages and damages for loss of use, profits or revenue) or any other remedy relating to the access, use, inability to use, availability of the Website or the Content, irrespective of whether the Company has been advised of the possibility of such damages and/or losses.

The liability of the Company and/or its Affiliates for breach of any condition, guarantee or warranty implied by statute that cannot be excluded, is limited to the maximum extent permitted by law, at the Company option, to the re-supply of goods or services, or the payment of the costs of having goods or services resupplied.

#### Indemnification

You agree that a condition of your use of the Website and Content is that you indemnify the Company, its Affiliates and their respective representatives harmless against any and all liabilities, losses, damages, suits, claims, demands, costs (including, but not limited to, court costs and legal fees), fines and actions of any kind or nature suffered because of your use of the Website or Content, your breach, violation or non-performance of any term or condition of these Terms of Use, your violation of any third party's rights (including, but not limited to, intellectual property rights) relating to the Website or Content, or any disputes or issues between you and any third party.

#### **Linked Websites**

The Website may contain links to other websites. We are not responsible for the content, security or privacy practices of other websites and we do not endorse other websites or their content by virtue of linking to them from the Website. You should review the terms of use and privacy policies of any third-party website that you visit.

#### Password Protected Links

Some pages on the Website many be available only to clients with registered accounts and log-on credentials. You are responsible for the confidentiality of your log-on credentials and account information, and for all actions taken on the Website while logged on with your credentials. You should not disclose your log-on credentials or account information and you should choose a unique password. The Company reserves the right to suspend or cancel Website accounts and log-on credentials at any time, for any reason, or for no reason at all, and without notice of any kind. If you suspect that your log-on credentials have been compromised, please notify us via email at info@crownaviation.ca.

Pages on the Website that are accessible only via registered accounts and with log-on credentials are only available to certain Company approved and authorized Users. By accessing such pages, Users will be deemed to have confirmed that they meet the criteria for this classification. Such confirmation will be

treated by the Company as the User's acceptance that they understand the classification of these Terms of Use as applicable under the regulatory regime of their country of residence.

#### **User Content**

Electronic communications can be intercepted by third parties and electronic mail and other transmissions to and from the Website and the Company may not be secure. Any communications to the Company should either be sent to a specific representative of the Company or to our general inbox via email at <a href="mailto:info@crownaviation.ca">info@crownaviation.ca</a>. You are responsible for any content that you post on the Website or submit to us via email including contact forms on the Website, social media accounts, or otherwise ("User Content").

You hereby represent and warrant that any User Content you submit to us is either your original content or that you have obtained all necessary rights to your User Content, including, but not limited to, the right to authorize us to use your User Content as set forth in these Terms of Use. By submitting any User Content, you hereby grant to the Company an irrevocable, perpetual, worldwide, non-exclusive, transferable, royalty-free, fully paid-up, sub-licensable license to use, display, reproduce, publish, transmit, store, modify and create derivative works of your User Content without compensation of any kind whatsoever owing to you from the Company for such User Content.

## **Material Interests**

Any part of the Company and/or its Affiliates may have or have had an interest or holding, relationship or other arrangement with the Products or Services, which may be material. Potential investors should refer to the applicable offering documents for any Product or Service and the potential conflicts of interest discussed therein.

# Dispute Resolution by Binding Arbitration

Subject to applicable law, in the interest of resolving disputes between you and the Company, you agree that the Company may, at its sole discretion, require that a dispute arising out of or in connection with these Terms of Use or your use of the Website or Content shall be resolved through binding arbitration or small claims court, at the Company option, instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms of Use will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including, but not limited to, monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party's claim(s). Any relief awarded cannot affect other Users.

### **Governing Law**

Subject to the Disputes Resolution by Binding Arbitration section above, these Terms of Use and the rights and obligations of any recipient or viewer of the Website or the Content (and any person that they represent) arising out of or in connection with the Website or the Content, whether contractual, non-contractual, pre-contractual or otherwise, are governed by the laws of the Province of British Columbia and any disputes arising out of or in connection with the foregoing shall be subject to the exclusive jurisdiction of the provincial or federal courts located in Vancouver, British Columbia, Canada. You agree to waive trial

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by jury in any such action. You also agree to waive any claim of inconvenient forum and acknowledge and agree to the foregoing.

No waiver by the Company or any of its Affiliates of any right under or term or provision of these Terms of Use will be deemed a waiver of any other right, term, or provision of these Terms of Use. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

This Terms of Use may change from time-to-time, and you should review it periodically. This Terms of Use was last updated on May 2, 2024.

Crown Aviation Holdings Inc. | A growth by acquisition company