

# TERMS & CONDITIONS

## Klondike Jets Mobile Application

Last Updated: February 27, 2026

### 1. Agreement to Terms

These Terms & Conditions (“Terms”) govern your access to and use of the Klondike Jets mobile application (the “App”), operated by **Klondike Jets** (“Company,” “we,” “us,” or “our”).

By downloading, installing, or using the App on any iOS or Android device, you agree to be legally bound by these Terms.

### 2. Description of Services

The App provides mobile access to services related to:

- Private aircraft brokerage
- Aircraft sales and acquisitions
- Charter brokerage services
- Aviation consulting
- Market listings and insights
- Contact and inquiry submission tools

The App functions as a mobile interface to <https://klondikejets.com>.

We reserve the right to modify, suspend, or discontinue features at any time.

### 3. No Direct Air Carrier Services

Klondike Jets is an aircraft brokerage and consulting firm.

We do not operate aircraft or provide air transportation services directly.

All charter flights are conducted by properly licensed third-party air carriers holding valid Air Operator Certificates.

### 4. Eligibility

You must be at least 18 years old to use this App.

By using the App, you represent that you are legally capable of entering binding agreements.

## **5. User Conduct**

You agree not to:

- Use the App unlawfully
- Attempt unauthorized system access
- Disrupt App functionality
- Upload harmful software
- Misrepresent your identity

We reserve the right to suspend or terminate access for violations.

## **6. Intellectual Property**

All App content—including branding, logos, images, listings, and software—is the property of Klondike Jets or its licensors and is protected by applicable intellectual property laws.

Unauthorized reproduction or distribution is prohibited.

## **7. Aircraft Listings & Information Disclaimer**

All aircraft specifications, pricing, availability, performance data, and market information:

- Are provided for informational purposes only
- May change without notice
- Are not guaranteed to be complete or accurate

No content within the App constitutes a binding offer.

All transactions are subject to formal written agreements and due diligence.

## **8. No Professional Advice**

Content in the App does not constitute legal, financial, tax, or regulatory advice. Users should consult qualified professionals before entering into aviation transactions.

## **9. Data Retention Policy Summary**

Klondike Jets retains personal information collected through the App only for as long as necessary to:

- Respond to user inquiries
- Facilitate brokerage or consulting services
- Comply with legal, regulatory, tax, and accounting obligations

- Enforce contractual rights

Retention periods may vary depending on:

- The nature of the transaction
- Regulatory compliance requirements
- Anti-money laundering record-keeping obligations
- Dispute resolution requirements

When personal data is no longer required, it will be securely deleted or anonymized in accordance with applicable privacy laws.

For full details, users should refer to the Klondike Jets Privacy Policy.

## **10. Anti-Money Laundering (AML) & Compliance Notice**

Aircraft transactions often involve significant financial value and may be subject to regulatory oversight.

Klondike Jets may, where required by law:

- Conduct identity verification
- Request beneficial ownership information
- Perform sanctions screening
- Collect Know Your Client (KYC) documentation
- Report transactions to applicable regulatory authorities

Users agree to provide accurate and complete compliance documentation when requested.

Failure to provide required compliance information may result in termination of services.

Nothing in the App guarantees completion of a transaction if regulatory concerns arise.

## **11. Third-Party Services**

The App may link to third-party operators, financial institutions, maintenance providers, or external websites.

Klondike Jets is not responsible for third-party content or services.

## **12. Payments & Transactions**

The App does not directly process aircraft purchase or charter payments unless otherwise stated.

All financial transactions are governed by separate written agreements and may involve escrow providers or licensed air operators.

### **13. Limitation of Liability**

To the fullest extent permitted by law, Klondike Jets shall not be liable for:

- Indirect or consequential damages
- Loss of profits
- Business interruption
- Data loss
- Errors in listings or specifications

The App is provided “as is” and “as available.”

### **14. Indemnification**

You agree to indemnify and hold harmless Klondike Jets and its affiliates from claims arising out of:

- Your misuse of the App
- Violation of these Terms
- Violation of applicable laws

### **15. Arbitration & Dispute Resolution**

Any dispute, claim, or controversy arising out of or relating to:

- These Terms
- Use of the App
- Brokerage or consulting services

shall first be resolved through good-faith negotiations.

If the dispute cannot be resolved informally, it shall be submitted to **binding arbitration** in Alberta, Canada, in accordance with the Arbitration Act (Alberta).

Key arbitration terms:

- Arbitration will be conducted by a single arbitrator
- Proceedings will be confidential
- The arbitrator’s decision shall be final and binding
- Judgment may be entered in any court of competent jurisdiction

Users waive the right to participate in class actions or class arbitrations.

Nothing prevents Klondike Jets from seeking injunctive relief in court for intellectual property or confidentiality violations.

## **16. App Store & Google Play Compliance**

### **Apple-Specific Terms**

If downloaded from Apple App Store:

- Apple Inc. is not responsible for the App
- Apple has no maintenance obligation
- Claims must be directed to Klondike Jets
- Apple is a third-party beneficiary of these Terms

### **Google Play-Specific Terms**

If downloaded from Google Play:

- Google LLC is not responsible for the App
- Use must comply with Google Play Terms of Service

## **17. Termination**

We may suspend or terminate App access without notice if:

- You violate these Terms
- Required by law
- Necessary to protect Company interests

## **18. Governing Law**

These Terms are governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## **19. Export Compliance**

Users agree to comply with all applicable export control and sanctions laws.

## **20. Contact Information**

Klondike Jets

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<https://klondikejets.com>