

West Wind Aviation Terms and Conditions

The use of this website is subject to the following terms and conditions of use.

1. General Terms and Conditions

- 1.1 West Wind Aviation (which term shall include West Wind Aviation Inc., West Wind Aviation Limited Partnership by its General Partner West Wind Management Ltd., Pronto Airways Limited Partnership by its General Partner 101075247 Saskatchewan Ltd., ExpressAir, and 101021284 Saskatchewan Ltd. and all of their respective affiliates, subsidiaries and related corporations, carrying on business under any trade name whatsoever) offers this website, including all information, software, products and services available from this website or offered as part of or in conjunction with this website (the "Website") conditional on acceptance of all of the terms, conditions, policies and notices stated here.
- 1.2 West Wind Aviation reserves the right to make changes to these Terms and Conditions at any time by posting the changed Terms and Conditions to this location. Continued use of this Website constitutes agreement to all such terms, conditions, policies and notices, and any changes to the Terms and Conditions made by West Wind Aviation.

2. Exclusion of Liability

- 2.1 The content of this Website is for general information and use only. It is subject to change without notice.
- 2.2 Neither West Wind Aviation, nor any third parties, provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose. Information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 2.3 Use of any information or materials on this Website is entirely at the user's risk, for which West Wind Aviation shall not be liable. It is the user's responsibility to ensure that any products, services or information available through this Website meet the user's specific requirements.
- 2.4 From time to time, this Website may also include links to other websites. These links are provided for convenience only. They do not signify that West Wind Aviation endorses the website(s) or any material found thereon. We have no responsibility for the content of the linked website(s).

3. Privacy

- 3.1 This privacy policy applies to all personal information under the control of West Wind Aviation that it collects, uses or discloses in the course of its commercial activity. West Wind Aviation is committed to protecting the confidentiality of personal information under

its control and is dedicated to upholding certain confidentiality obligations at law, pursuant to the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”) and *Regulations*, and as set out in this privacy policy.

3.2 West Wind Aviation may be contacted at:

West Wind Aviation
Attn: VP, Finance
Hangar 3A
John Diefenbaker Airport
Saskatoon, SK S7L 5X4

3.3 West Wind Aviation only collects from its customers the personal information necessary to provide the services requested, which purposes may include, but are not limited to, reservations and flight bookings, customer service matters, billing purposes and payments, and providing customers with information concerning West Wind Aviation and its services from time to time.

3.4 West Wind Aviation may collect customer personal information directly from the individual booking travel, from travel agents, or through the Website. In addition, West Wind Aviation may receive customer personal information from corporations, including employers, who make travel arrangements on behalf of employees. The customer may be subject to additional privacy policies with such third parties, which obligations in no way relate to or govern West Wind Aviation.

3.5 When a third party arranges for travel on behalf of an individual, West Wind Aviation assumes that the individual has consented to the collection and use of the information by West Wind Aviation in association with the transaction. In such circumstances, West Wind Aviation may disclose personal information, including but not limited to itinerary, changes to itinerary, or credits arising as a result of non-travel, to the third party conducting the booking or to other authorized by the individual.

3.6 An individual may, at any time, make a request in writing to West Wind Aviation for access to his or her personal information within the records under the control of West Wind Aviation. Upon receipt of such a request, West Wind Aviation shall, subject to certain exceptions at law, notify the individual of the following:

- (a) The existence of personal information concerning the individual under the control of West Wind Aviation;
- (b) The purposes for which West Wind Aviation has been using and is using his or her personal information;
- (c) The identity of any third party to whom, and the circumstances in which, the personal information referred to in clause (a) has been and is being disclosed. If possible, West Wind Aviation shall specify the information disclosed.

- 3.7 An individual may notify West Wind Aviation in the event that personal information under the control of West Wind Aviation is inaccurate, and West Wind Aviation shall, acting reasonably, amend the information as appropriate.
- 3.8 Where West Wind Aviation's records contain information about a third party, West Wind Aviation shall not provide access to such information unless the information about the third party can be severed from the record.
- 3.9 All requests for access or amendment to personal information by the person who is the subject of the information shall be made in writing to West Wind Aviation and must provide sufficient detail to enable West Wind Aviation to identify the information which is subject of the request.
- 3.10 West Wind Aviation shall respond to a request for access or amendment to personal information within thirty (30) days. West Wind Aviation shall:
- (a) Where it is determined, on a reasonable basis, that amendment to personal information is appropriate, ensure that the personal information is so amended, and, where appropriate, ensure that the amended information is transmitted to third parties having received access to the information in question;
 - (b) Where it is determined, on a reasonable basis, that access to the record or to a portion of the record is appropriate, provide the individual with such access as may be appropriate in the circumstances in the opinion of West Wind Aviation, which may include provision of electronic or physical copies of the record, or, where provision of a copy is not appropriate, West Wind Aviation shall advise the applicant of the time and manner of access to the record;
 - (c) Where it is determined that, at law, no access to the record or to a portion of the record shall be granted, keep a record of the refusal and the reasons for refusal, and shall further advise the applicant:
 - (i) Of the reasons for the refusal and the provision at law permitting the refusal;
 - (ii) That the applicant may contact West Wind Aviation with any questions concerning the refusal; and
 - (iii) That the applicant may request a review by the Privacy Commissioner's Office of Canada.
- 3.11 When a challenge concerning the accuracy or completeness of personal information has been made, but has not been resolved to the satisfaction of the individual about whom the personal information relates, West Wind Aviation shall keep a record of the substance of the unresolved challenge.

4. Electronic Communications

- 4.1 If you provide an email address to West Wind Aviation through this Website, you agree to receive certain commercial electronic messages from West Wind Aviation from time to time.
- 4.2 You may opt out of receipt of commercial electronic messages from West Wind Aviation at any time by following the “unsubscribe” link contained in such messages, or by contacting West Wind Aviation directly.

5. Intellectual Property

- 5.1 This Website contains material which is owned or licensed to West Wind Aviation. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 5.2 Except for material in the public domain under copyright law, all material contained on this Website is protected by Canada and foreign copyright laws. Except as otherwise expressly provided in these Terms and Conditions, no one shall copy, distribute, transmit, display, perform, reproduce, publish, license, modify, rewrite, create derivative works from, transfer, or sell any material contained on this Website without prior consent of the copyright owner.
- 5.3 Unauthorized use of this Website may give rise to a claim for damages, and/or be a criminal offence.

6. Adoption of Policy

- 6.1 These Terms and Conditions were adopted by West Wind Aviation on the 9th day of September, 2014.