

Echo Terms and Conditions of Use

Please note that if You ever need to refer back to these terms, You can find them in the mobile app. Simply select the “Profile” tab on the bottom panel, scroll down, and select “Terms and Conditions”.

Welcome to Echo’s Terms and Conditions of Use (these “Terms”). This is a contract between You and Elevate Aviation (as defined further below) and we want You to know Yours and our rights before You use the Echo website or application (“Echo”, the “App”, or “web app”). Please take a few moments to read these Terms before enjoying the App, because once You access, view, or use the App, You are going to be legally bound by these Terms. Please also read our Community Guidelines (which form part of these Terms) and our Privacy Policy.

Please be aware that if You subscribe to services for a term (the “Initial Term”), then the terms of Your subscription will be automatically renewed for additional periods of the same duration as the Initial Term at Echo’s current fee for such services, unless You cancel Your subscription in accordance with Section 5 below. You will be notified of any price changes to Your subscription via email.

Subscription Cancellations: Upon cancellation of a subscription, users will retain access to subscription features until the end of the current billing period. No refunds will be issued for any charges already applied to the account. For example, if a subscription renews on September 1st and is canceled on September 5th, access will continue until September 30th; however, no refund will be provided for the period from September 1st to September 30th. The account will not incur additional charges following the conclusion of this billing period. Deleting Your account will automatically cancel Your subscription.

1. Echo RULES

Before You can use the App, You will need to register for an account (“Account”). In order to create an Account You must:

- Be at least 14 years old

Please note that we monitor for underage use and we will terminate or ask You to verify Your Account if we have reason to believe that You may be underage.

You can create an Account via manual registration through our web app, where You will enter Your personal information. For more information about what information we use and how we use it,

please check out our Privacy Policy. By using our App, You acknowledge that we may collect and use Your data and information in accordance with our Privacy Policy.

You are prohibited from using another person's Account or sharing Your Account with any other person.

You'll have a great experience with tons of professional development opportunities on Echo, but if You feel the need to leave, You can delete Your Account at any time by going to the 'Settings' page when You are logged in and clicking on the 'Delete account' link. Your Account will be deleted immediately. Your profile information will be treated in accordance with our Privacy Policy. Once Your account is deleted, it cannot be recovered, and if You'd like to rejoin the platform You will need to create a new account.

We reserve the right at our sole discretion to terminate or suspend any Account, restrict access to the App, or make use of any operational, technological, legal, or other means available to enforce the Terms (including without limitation blocking specific IP addresses). For all users, we may take such action, at any time without liability and without the need to give You prior notice. Without limiting the foregoing in any way, we expressly reserve the right to terminate or suspend Your Account without notice (1) for violating these Terms, (2) due to Your conduct on the App, or Your conduct with other users of the App (including Your "offline" conduct), if we, in our sole discretion, determine Your conduct was inappropriate or improper, (3) if we or our affiliates, in our or their sole discretion, determine Your conduct on other apps operated by our affiliates was inappropriate or improper, or (4) for any reasons whatsoever that we deem, in our sole discretion, justifies termination. If Your Account is terminated or suspended, You agree You will not receive a refund for any paid service or features You have already been charged for. If You believe that we've made a mistake in taking action on Your Account or Your Content (defined below). If Your account is terminated, it cannot be recovered. However, if You have received a warning, You may appeal it within six months. Before submitting an appeal, please review our Community Guidelines to understand whether a violation occurred. If You think there has been a mistake, the best way to appeal is to contact us at Echo@elevateaviation.ca (please explain why You are appealing our decision, and provide as much detail as possible).

You may not access, tamper with, or use non-public areas of the App or our systems. Certain portions of the App may not be accessible if You have not registered for an Account.

2. TYPES OF CONTENT AND USERS

Within these terms, We will refer to the following user types:

1. Corporate Accounts: Aviation Organizations that sign up as a Corporate Account
2. Individual Users: Includes Mentors, Mentees, and Dual Users (Mentor & Mentee user type)

There are three types of content that You will be able to access on the App:

1. content that You upload and provide ("Your Content");
2. content that members provide ("Member Content"); and
3. content that Elevate Aviation provides (including, without limitation, database(s) and/or software) ("Our Content").
4. Content that Corporate Accounts provide ("Corporate Account Content")

There is certain content we can't allow on Echo

Our [Community Guidelines](#) form part of these Terms and outline what content and conduct is accepted on and off our App. By agreeing to these Terms, You agree to comply with our [Community Guidelines](#) which may be updated from time to time.

We want our users to be able to express themselves in a professional manner as much as possible on Echo. In order to keep the Echo community safe and productive, we must impose restrictions on content which:

- is illegal or encourages, promotes, or incites any illegal activity;
- is harmful to minors;
- is defamatory or libelous;
- itself, or the posting of which, infringes any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- shows another person which was created or distributed without that person's consent;
- involves impersonating another individual, creating a false identity, or engaging in catfishing.
- contains language or imagery that could be deemed offensive or is likely to harass, upset, embarrass, alarm, or annoy any other person;
- is obscene, pornographic, violent, or otherwise may offend human dignity;
- is abusive, insulting or threatening, discriminatory, or which promotes or encourages racism, sexism, hatred, or bigotry;
- promotes or encourages self-harm, eating disorders, or any content that could be detrimental to personal well-being or mental health.
- relates to commercial activities (including, without limitation, sales, competitions, and advertising, links to other websites or premium line telephone numbers);
- involves the transmission of "junk" mail or "spam";
- impersonates or intends to deceive or manipulate a person (including, without limitation, scams and inauthentic behavior);
- encourages or promotes misinformation, false or misleading content that could harm, deceive, or manipulate other users.

- Includes sensitive or private information about Yourself or others, such as personal addresses, phone numbers, or financial information.
- seeks to gather or misuse other users' personal information without consent.
- contains graphic or detailed descriptions of violence, injury, or harm that are inappropriate for a professional setting.
- attempts to interfere with or disrupt the Echo platform, including but not limited to attempts to bypass security measures or gain unauthorized access to data.
- contains any spyware, adware, viruses, corrupt files, worm programs, or other malicious code designed to interrupt, damage, or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers, or other equipment, Trojan horse, or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from Echo or otherwise; or
- in any other way violates our [Community Guidelines](#).

Your Content

Your Content consists of Your profile pictures, Your biography, and any other information displayed on Your profile, all of which will be entered by You during the profile set-up process and can be changed in the edit profile section.

You agree that Your Content must comply with our [Community Guidelines](#) as updated from time to time. As Your Content is unique, You are responsible and liable for Your Content. You will indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content. Keep in mind - You are what You post!

You may not display any personal contact or banking information on Your individual profile page whether in relation to You or any other person (for example, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details, other people's names). If You do choose to reveal any personal information about Yourself to other users, whether via in-app messaging, email, while on voice/video call via the app, or otherwise, it is at Your own risk. We encourage You to use the same caution in disclosing details about Yourself to third parties online as You would under any other circumstances.

As Echo is a public community, Your Content will be visible to other users of the App throughout Canada - so make sure You are comfortable sharing Your Content before You post. As such, You agree that Your Content may be viewed by other users and any person visiting, participating in, or who is sent a link to the App (e.g. individuals who receive a link to a user's profile or shared content from other Echo Users). By uploading Your Content on Echo, You represent and warrant to us that You have all necessary rights and licenses to do so, and automatically grant us a non-exclusive, royalty-free, perpetual, worldwide license to use Your Content in any way (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creating derivative works from, incorporating into other works,

advertising, distributing and otherwise making available to the general public such Content, whether in whole or in part and in any format or medium currently known or developed in the future).

We may assign and/or sub-license the above license to our affiliates and successors without any further approval by You.

We do not have any obligation to store Your Content - if it's important, You should make a copy.

So that we can prevent the unconsented use of Your Content by other members or third parties outside of Echo, You authorize us to act on Your behalf with respect to such infringing and/or unauthorized uses. This expressly includes the authority, but not the obligation, for us to send takedown notices on Your behalf if Your Content is taken and used by third parties outside of Echo.

Member Content

Member Content consists of other member profile pictures, biographies, and any other information displayed on member profiles, all of which will be entered by members during the profile set-up process and can be changed in the edit profile page.

Other members of Echo will also share content via the App. Member Content belongs to the user who posted the content and is stored on our servers and displayed via the App at the direction of the user providing the Member Content.

You do not have any rights in relation to other users' Member Content, and You may only use other Echo users' personal information to the extent that Your use of it aligns with Echo's purpose of facilitating mentor/mentee relationships. You may not use other users' information for commercial purposes, to spam, to harass, stalk, or make unlawful threats. Additionally, You are prohibited from sharing or disclosing other users' personal information without their explicit consent. Respecting privacy is crucial in maintaining a safe community. We reserve the right to terminate Your Account if You misuse other users' information or violate these guidelines. Continuous violations may also lead to further legal action in accordance with Canadian privacy and harassment laws.

Member Content is subject to the terms and conditions of the Copyright Act of Canada.

Our Content

You may be wondering what happens to the rest of the Content on Echo. Well, it belongs to us! Any of the text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, courses, content shared in virtual events, webinars, workshops, and other intellectual property appearing on Echo, as well as the Echo software and database(s), are owned, controlled, or licensed by us and are protected by copyright,

trademark, data, database rights and/or other intellectual property law rights. All right, title and interest in and to Our Content remains with us at all times.

We grant You a non-exclusive, limited, personal, non-transferable, revocable, license to access and use Our Content, without the right to sublicense, under the following conditions:

1. You shall not use, sell, modify, or distribute Our Content except as permitted by the functionality of the App;
2. You shall not use our name in metatags, keywords and/or hidden text;
3. You shall not create derivative works from Our Content or scrape, disable, decompile, analyze or in any way commercially exploit Our Content, in whole or in part, in any way; and
4. You shall use Our Content for lawful purposes only.

We reserve all other rights.

Paid Corporate Content

All Corporate Accounts will be verified to ensure they represent official entities operating within the aviation industry before they can create a profile and post content in the marketplace. Corporate Accounts must provide the most recent version of a document that confirms the corporation's existence and includes its name, address, and the names of its directors. Acceptable documents include a certificate of active corporate status, the corporation's published annual report signed by an audit firm, or a letter or notice of assessment from any municipal, provincial, territorial, or federal government. This is required to verify the account and create a profile on the Echo platform. Paid Corporate Content includes courses, webinars, virtual events, fixed content such as videos or powerpoints, and workshops offered by Corporate Entities. This content can be accessed within the app's marketplace.

All Corporate Account Content is owned by the respective Corporate Entity that posts it. By providing Corporate Account Content, Corporate Entities grant Echo a non-exclusive license to use the content for promotional and operational purposes within the app, including the potential for monetization through subscription fees, one-time purchases of marketplace content, or other revenue-generating mechanisms. This ensures that both Echo / Elevate Aviation and the Corporate Entities can benefit from the content shared in the marketplace while fostering a sustainable platform for mentorship. Corporate Entities benefit from increased exposure and recognition amongst established and aspiring aviation professionals as well as increased community engagement.

All Corporate Account Content must comply with our Community Guidelines, which may be updated from time to time. Elevate Aviation reserves the right to review, refuse, and/or remove any Corporate Account Content that violates these guidelines. Corporate Entities are responsible for ensuring their content adheres to the legal and ethical standards of the aviation industry and Canadian laws.

By participating in the Echo marketplace, Corporate Entities contribute to a rich environment for learning and professional development, supporting the growth of mentorship relationships within the aviation community.

No Obligation to Pre-Screen Content.

While we don't assume any obligation to pre-screen any of Your Content, Member Content, or Corporate Account Content, there may be times when we need to step in to help keep our members safe, and we reserve the right to review, pre-screen, refuse, and/or remove any Member Content and Your Content.

Use of Recommender Systems:

We have developed matching algorithms to predict Your compatibility with other users so we can show You people we think are a good match for You in a mentorship relationship. You can learn more about our use of matching algorithms and the main parameters we use in our [Privacy Policy](#).

3. RESTRICTIONS ON THE APP

You agree to:

- comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, equal opportunity laws and regulatory requirements;
- use Your real name and real age in creating Your Echo account and on Your profile; and
- use the services in a safe, inclusive, and respectful manner and adhere to our [Community Guidelines](#) at all times.

You agree that You will not:

- Act in an unlawful or disrespectful manner including being dishonest, abusive, or discriminatory;
- Use the Echo platform for any reason other than its intended use, which is to facilitate mentorship relationships, foster professional development, and build a community of support within the aviation industry
- Misrepresent Your identity, Your age, Your current or previous positions, qualifications or affiliations with a person or entity;

- Disclose information that You do not have the consent to disclose;
- Stalk or harass any other user of the App;
- Use the App in any deceptive, inauthentic or manipulative way, including engaging in conduct or distributing content relating to scams, spam, inauthentic profiles or commercial and promotional activity;
- Submit appeals, reports, notices or complaints that are manifestly unfounded; or;
- Develop, support or use software, devices, scripts, robots, other types of mobile code or any other means or processes (including crawlers, browser plugins and add-on or other technology) to scrape or otherwise exfiltrate from Echo or its services, or otherwise copy profiles and other data from the services.

You can report any abuse or complain about other Members by contacting Echo at Echo@elevateaviation.ca and outlining the abuse and/or complaint.. You can also block and/or report a user directly from a profile by clicking the dotted icon in the top right corner, and then selecting the “report” link. We reserve the right to investigate any possible violations of these Terms, any Echo user’s rights, or any third-party rights and we may, in our sole discretion, immediately terminate any user’s right to use the App without prior notice, as set out further in Section 1 above, and/or remove any improper, infringing or otherwise unauthorized Member Content submitted to the App. If Member Content is in violation of these terms, a warning to remove the content will be issued. If the warning is not complied with within five business days, We reserve the right to terminate the Member Account where the violation exists.

We don’t control any of the things our users say or do, so You are solely responsible for Your interactions with other users of the App.

IN CERTAIN CIRCUMSTANCES, SUCH AS IN RESPONSE TO MEMBER-GENERATED OR PRESS REPORTS OF SUSPECTED MISCONDUCT, ELEVATE AVIATION MAY INVESTIGATE WHETHER A MEMBER HAS A CRIMINAL HISTORY, WHICH MAY, DEPENDING ON THE CIRCUMSTANCES, INCLUDE SEARCHING SEX OFFENDER REGISTRIES OR OTHER PUBLIC RECORDS. IF SUCH INVESTIGATIONS IDENTIFY A PERSON WITH A CRIMINAL CONVICTION, ELEVATE AVIATION MAY USE AVAILABLE INFORMATION TO DETERMINE WHETHER THE PERSON IDENTIFIED BY THE INVESTIGATION IS THE SAME PERSON AS THE MEMBER ABOUT WHOM THE INVESTIGATION WAS CONDUCTED. FOLLOWING ANY SUCH INVESTIGATION, WITH RESPECT TO ANY MEMBER THAT ELEVATE AVIATION REASONABLY BELIEVES TO HAVE BEEN CONVICTED OF A SEX OFFENSE (SUCH AS SEXUAL ASSAULT OR SEXUAL HARASSMENT, AND INCLUDING ANY REGISTERED SEX OFFENDERS), OR A CONVICTION FOR HUMAN TRAFFICKING, STALKING, KIDNAPPING, CHILD ABUSE, DOMESTIC ABUSE, MURDER, HATE CRIMES, OR TERRORISM OR VIOLENT EXTREMISM, ELEVATE AVIATION MAY TAKE STEPS TO BLOCK THAT PERSON FROM USING THE SERVICE AND COMMUNICATING WITH OTHER MEMBERS OVER THE PLATFORM. ELEVATE AVIATION RESERVES THE RIGHT TO BLOCK MEMBERS FOR OTHER OFFENSES, OR FOR OTHER VIOLATIONS OF THESE TERMS, OR FOR OTHER REASONS IN THEIR SOLE DISCRETION. CRIMINAL BACKGROUND INVESTIGATIONS, WHEN CONDUCTED, ARE NOT TYPICALLY UPDATED BY ELEVATE AVIATION. ADDITIONALLY, WHILE INVESTIGATIONS FOR CRIMINAL HISTORIES MAY BE

CONDUCTED ON SOME MEMBERS, THEY ARE NOT FOOLPROOF AND MOST MEMBERS ARE NOT EXPECTED TO BE SUBJECT TO ANY FORM OF CHECK FOR CRIMINAL HISTORIES. ANY INVESTIGATIONS FOR CRIMINAL HISTORIES MAY GIVE MEMBERS A FALSE SENSE OF SECURITY. THE CHECKS FOR CRIMINAL HISTORIES THAT MAY OR MAY NOT BE CONDUCTED BY ELEVATE AVIATION ARE NOT A PERFECT SAFETY SOLUTION. CRIMINALS MAY CIRCUMVENT EVEN THE MOST SOPHISTICATED SEARCH TECHNOLOGY. NOT ALL CRIMINAL RECORDS ARE PUBLIC AND NOT ALL DATABASES ARE UP TO DATE. ONLY PUBLICLY AVAILABLE CONVICTIONS ARE INCLUDED IN CHECKS, AND CHECKS DO NOT COVER OTHER TYPES OF CONVICTIONS OR ARRESTS OR ANY CONVICTIONS FROM FOREIGN COUNTRIES.

You agree to, and hereby do, release Elevate Aviation and its successors from any claims, demands, losses, damages, rights, and actions of any kind, including personal injuries, death and property damage, that either directly or indirectly arises from Your interactions with or conduct of other users of the App.

Scraping or replicating any part of the App without our prior consent is expressly prohibited. This includes by any means (automated or otherwise) other than through our currently available, published interfaces - unless You have been specifically allowed to do so in a separate agreement with us.

4. PRIVACY

For information about how Elevate Aviation collects, uses, and shares Your personal data, please check out our [Privacy Policy](#). By using Echo, You acknowledge that we may use such data in accordance with our [Privacy Policy](#).

5. PAYMENT TERMS

Echo may offer products and services for purchase on the App and the App's marketplace ("Monetizeable Content" "Subscriptions", or "Purchase"). If You choose to Purchase Monetizeable Content or Subscriptions, You acknowledge and agree that additional terms, disclosed to You at the point of purchase, may apply, and that such additional terms are incorporated herein by reference.

You may make a Purchase through the following payment methods ("Payment Method"): (a) making a purchase through the third-party platform, Stripe ("Third Party Platform"), or (b) (Corporate Accounts only) by making payment as invoiced in a form of payment approved by Elevate Aviation and Your financial institution for an Elevate Aviation Sponsorship Package that includes a Corporate Account Subscription to the Echo platform. Once You have made a Purchase, You authorize us to charge Your chosen Payment Method. If payment is not received by us from Your chosen Payment Method, You agree to promptly pay all amounts due upon demand by us.

Subscriptions and Auto-Renewal: Echo may offer some services as automatically-renewing subscriptions, e.g., a one-month subscription, or annual subscription (“Premium Services”). IF You PURCHASE AN AUTOMATICALLY RENEWING SUBSCRIPTION, Your SUBSCRIPTION WILL RENEW AT THE END OF THE PERIOD, UNLESS You CANCEL, AT ECHO’S THEN-CURRENT PRICE FOR SUCH SUBSCRIPTIONS. To avoid charges for a new subscription period, You must cancel, as described below, before the end of the then-current subscription period. Deleting Your account will cancel the subscription, however, You will not be able to recover Your account once it is deleted. Deleting the application from Your device does not cancel Your subscription. You will be given notice of changes via email regarding the pricing of the Premium Services to which You have subscribed, providing an opportunity to cancel. If Echo changes these prices and You do not cancel Your subscription, You agree that You will be charged at Echo’s then-current pricing for the subscription.

1. Subscription Commitment (Corporate Accounts)

All Echo subscriptions labelled as “One-Year” plans are offered on a **12-month (one-year) basis**. Subscriptions may be paid either:

- **Monthly:** billed in 12 equal installments over the one-year term; or
- **Annually:** billed in one upfront payment at the start of the term.

Selecting the monthly payment option does not convert the subscription into a month-to-month contract. It is a full one-year commitment, and cancellation does not release the subscriber from the obligation to complete the term.

2. Cancellation Policy (Corporate Accounts)

- **Monthly Payment Option:** Cancellation prior to the completion of the 12-month term does not relieve the obligation to pay the remaining installments.
- **Annual Payment Option:** Annual subscriptions paid upfront are **non-refundable**, except at Echo’s sole discretion. Refunds, if approved, will be handled on a **case-by-case basis** and in accordance with these Terms.

3. Refunds (Corporate Accounts)

- No refunds will be provided for partial months or unused portions of the subscription term.
- If a refund is approved for an **annual upfront plan** within the first three (3) months of the subscription term, Echo reserves the right to remove all associated Corporate Content from the

Echo Marketplace immediately upon cancellation.

- Refund requests beyond three (3) months of an annual plan will not be eligible for prorated reimbursement.

4. Content Retention After Cancellation (Corporate Accounts)

Organizations that cancel a full subscription may maintain existing Marketplace content only by enrolling in Echo's **Content Retention Plan**, subject to separate fees based on content library size. If no Content Retention Plan is purchased, all content will be removed from the Marketplace upon cancellation.

5. Changes to Subscription Terms (All Users)

Echo reserves the right to update or modify subscription structures, payment options, or associated policies at any time. Any changes will be communicated in advance and reflected in these Terms.

If a Corporate Account subscription is purchased from Echo, the third-party platform Stripe is used to facilitate payments. Corporate Account administrators may cancel or change the Payment Method via the payment settings option under the account profile.

6. Automatically Renewing Subscriptions (All Users)

All subscriptions on Echo are automatically renewing.

Individual Users: Both annual and monthly subscriptions are automatically renewing

Corporate Accounts: All subscriptions are automatically renewing. Once a One-Year subscription has renewed, a new 12-month commitment begins. Once the Echo Access Pass (Three-Month) subscription renews, a Three-Month commitment is in place.

Individual Users:

Canceling subscriptions - Corporate Accounts: (i) Corporate subscriptions labeled as "Three-Month" plans are purchased in one lump sum payment and are non-refundable, these plans constitute a Three-Month commitment. Corporate subscriptions labeled as "One-Year" plans are purchased on a one-year (12-month) term, with the option to pay either monthly (in 12 equal installments with an annual commitment) or annually (in one upfront payment). Selecting the monthly payment option does not convert the subscription into a month-to-month plan; the Corporate Account remains obligated to complete the full one-year term. (ii) Monthly payment plans are not eligible for prorated refunds. Cancellation before the end of the 12-month term does not relieve the obligation to pay any remaining installments. (iii) Annual upfront plans are non-refundable except as determined by Echo in its sole discretion. Refunds, if approved, will be considered on a case-by-case basis in accordance with these

Terms. If a prorated refund is approved by the Echo Team within the first three (3) months of the subscription, all Corporate Account content will be removed from the Marketplace immediately upon cancellation. Refund requests beyond three (3) months of an annual plan will not be considered for a prorated refund. (iv) When a Corporate subscription ends, the Corporate Account and its users will no longer have access to Premium Services enabled by the subscription. This includes the removal of Corporate content from the Marketplace unless the organization pays for a Content Retention Plan, in which case previously posted content will remain visible in accordance with that plan's terms. (v) If Corporate content (e.g., webinars, virtual events, or other Marketplace resources) is scheduled to occur after the subscription end date, and payment is not received by Echo by the applicable due date, the organization will not be permitted to host the webinar, virtual event, or marketplace content item.

Content Retention - Corporate Accounts. Once a Corporate Account subscription ends and is not renewed, Content Retention fees will be automatically charged to the payment method on file based on the number of items in the account's content library. These fees are applied monthly and are calculated according to the volume of retained content. To avoid Content Retention charges, Corporate Account users must either: (1) If the Corporate Account's subscription was previously canceled, re-activate their subscription before the end of the current term where they still have access to subscription privileges, or (2) Remove content from their library prior to the subscription's expiration. Content that remains in the account's library after the subscription ends will be subject to ongoing retention charges until it is removed or the subscription is reinstated. It is the responsibility of the Corporate Account holder to manage their content library accordingly. Content Retention fees will not be refunded; any changes made by the Corporate Account will take effect on the next billing cycle.

Canceling Subscriptions - Individual Users (Mentors, Mentees, Mentor & Mentee (dual users). If You purchased a subscription from Echo, the third-party platform Stripe is used to facilitate payments. You may cancel or change Your Payment Method via the payment settings option under Your profile. If You cancel Your subscription, You may use Your subscription until the end of the period You last paid for, but (i) monthly subscriptions will not be eligible for a prorated refund, (ii) Annual subscriptions are eligible for a prorated refund, calculated on a monthly basis. If a new billing month has already started, You will retain access until the end of that month. Your refund will cover the remaining full months of Your subscription, starting from the next month, once You are more than 3 months into Your annual subscription, You will no longer be eligible for a prorated refund, (iii) Your subscription will not be renewed when that period expires and (iv) You will then no longer be able to use the Premium Services enabled by Your subscription, meaning You will lose access to all marketplace content. If You have registered for a webinar, virtual event, or any other marketplace content that occurs past Your payment due date, and payment is not received by Echo by the payment due date, You will be automatically unregistered from and/or lose that marketplace content.

Because our Services may be utilized without a subscription, canceling Your subscription does not remove Your profile from our Services. If You wish for Your account to no longer exist on Echo, You must delete (or terminate) Your account as set forth in Section 15. Please be aware that if You delete Your account You cannot recover it.

Elevate Aviation operates a national non-profit business, and our pricing varies by a number of factors. We may offer promotional rates - which can vary based on region, length of subscription, user type, bundle size, and more. We also may test new features and payment options. Elevate Aviation reserves the right, including without prior notice, to limit the available quantity of or discontinue making available any product, feature, service, or other offering; to impose conditions on the honouring of any coupon, discount, offer, or other promotion; to bar any user from making any transaction; and to refuse to provide any user with any product, service, or other offering or to honour any offer.

Refunds. Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used monthly periods. Annual subscriptions may be eligible for prorated refunds on a monthly basis.

There are no refunds for subscription renewals. Blocked/terminated Members are not entitled to refunds.

From time to time, Echo may offer promotional discount codes applicable to subscription plans. When a discount code is applied, Your payment method is still required and will be collected at the time of activation. Once the discounted period ends, Your subscription will automatically renew at the current rate, and the payment method on file will be charged accordingly. All charges following the end of a discount period are **subject to the Refunds Policy outlined in Section 5** of these Terms. For automatically renewing subscriptions, You will receive two reminders via email **7 days and 1 day before** Your payment method is charged at the current rate. If You do not wish to continue Your subscription after the discount period, **You must cancel Your subscription before the discount period ends** to avoid being charged. Echo reserves the right to modify or discontinue discount code offerings at any time without prior notice.

Echo may send important account, fee, and subscription-related notifications to the email address associated with Your account. These emails may include, but are not limited to, reminders about subscription renewals, changes to Your account, the end of a discount period, and updates regarding billing. Please be aware that these notifications may appear in Your spam or junk email folder. It is **Your responsibility to regularly check Your email, including junk or spam folders**, and take appropriate action to avoid any unwanted charges to Your payment method.

Echo is not responsible for any missed communications due to email filters, and failure to read or receive a notification does not exempt You from charges incurred as outlined in these Terms.

Taxes. The payments required under this Section 5 do not include any Sales Tax that may be due in connection with the Premium Services provided under these Terms. If Echo determines it has a legal obligation to collect a Sales Tax from You in connection with these Terms, Echo will collect such Sales Tax in addition to the payments required under this Section 5. If any Premium Services, or payments for any Premium Services, under these Terms are subject to any Sales Tax in any jurisdiction and You have not remitted the applicable Sales Tax to Echo, You will be responsible for the payment of such Sales Tax

and any related penalties or interest to the relevant tax authority. As used herein, “Sales Tax” means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

6. VIRTUAL ITEMS

At times, You may be able to purchase a limited, personal, non-transferable, non-sublicensable, revocable license to access special limited-use features and content on Echo, referred to here as “Virtual Items”. You can only purchase Virtual Items through Echo or Echo’s partners. Virtual Items represent a limited license right governed by this Agreement, and, except as otherwise prohibited by applicable law, no title or ownership in or to Virtual Items is being transferred or assigned to You. This Agreement, and Your purchase of Virtual Items, do not constitute the sale of any rights in Virtual Items.

Any Virtual Item balance shown in Your account does not constitute a real-world balance or reflect any stored value, but instead shows the extent of Your license to access Virtual Items. There will be no refund for virtual items purchased and not used. Premium subscriptions will not be refunded for non-use of Virtual Items. Virtual Items do not incur fees for non-use. Your license in Virtual Items will terminate on the earlier of Echo ceasing provision of services or Your account closing or being terminated either by Echo or by You. Echo may also at times provide additional Virtual Items as bonuses to, or parts of, paid subscriptions for its services. Your ability to use Virtual Items You have access to in this manner may terminate at the end of each of Your subscription periods and Your access to Virtual Items may not “roll over” or accumulate through additional subscription periods. Your access to Virtual Items gained through subscriptions may also end if You cancel Your subscription.

Echo, in its sole discretion, reserves the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge. Echo may manage, regulate, control, modify, or eliminate Virtual Items at any time, including taking actions that may impact the perceived value or purchase price, if applicable, of any Virtual Items and Echo shall have no liability to You for doing so. You shall not sell, redeem, or otherwise transfer Virtual Items to any person or entity. Virtual Items may only be redeemed through our Services.

ALL PURCHASES AND REDEMPTIONS OF VIRTUAL ITEMS MADE THROUGH OUR SERVICES ARE FINAL AND NON-REFUNDABLE. You ACKNOWLEDGE THAT Echo IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON AND THAT You WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

7. PUSH NOTIFICATIONS; LOCATION-BASED FEATURES

We may provide You with emails, text messages, push notifications, alerts, and other messages related to the App and/or the Echo services, such as enhancements, offers, products, events, and other promotions. After downloading the App, You will be asked to accept or deny push notifications/alerts. If You deny, You will not receive any push notifications/alerts. If You accept, push notifications/alerts will be automatically sent to You. If You no longer wish to receive push notifications/alerts from the App, You may opt-out by changing Your notification settings on Your mobile device. With respect to other types of messaging or communications, such as emails, text messages, etc., You can unsubscribe or opt out by either following the specific instructions included in such communications, or by emailing us with Your request at Echo@elevateaviation.ca.

The App may allow access to or make available opportunities for You to view certain content and receive other products, services, and/or other materials based on Your location. To make these opportunities available to You, the App will determine Your location using the location information You enter upon signing up. If You relocate/move, please update Your location in Your profile settings. For more about how the App uses and retains Your information, please read the [Privacy Policy](#).

8. DISCLAIMER

THE APP, WEB APP, SITE, OUR CONTENT, CORPORATE ACCOUNT CONTENT, AND MEMBER CONTENT ARE ALL PROVIDED TO You "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT GUARANTEE THE COMPATIBILITY OF ANY MENTOR/MENTEE MATCHES.

SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN WE GRANT THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION.

ADDITIONALLY, WE DO NOT MAKE ANY WARRANTIES THAT THE APP OR SITE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR THAT Your USE OF THE APP OR SITE WILL MEET Your EXPECTATIONS, OR THAT THE APP, WEB APP, SITE, OUR CONTENT, CORPORATE ACCOUNT CONTENT, ANY MEMBER CONTENT, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. Your USE OF THE APP OR SITE IS AT Your OWN RISK. You ARE SOLELY RESPONSIBLE FOR Your INTERACTIONS WITH OTHER MEMBERS. ELEVATE AVIATION IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USER. ELEVATE AVIATION DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS MEMBERS.

9. LIMITATION OF LIABILITY

NEITHER US NOR ANY OWNER WILL BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF Your ACCESS TO OR USE OF THE APP, WEB APP, SITE, OUR CONTENT, CORPORATE ACCOUNT CONTENT, OR ANY MEMBER CONTENT, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE.

THE FOREGOING SHALL APPLY EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF You BECOME DISSATISFIED IN ANY WAY WITH THE APP, WEB APP, OR SITE, Your SOLE AND EXCLUSIVE REMEDY IS TO STOP Your USE OF THE APP, WEB APP, AND SITE.

You HEREBY WAIVE ANY AND ALL CLAIMS ARISING OUT OF Your USE OF THE APP, WEB APP, OR SITE. IF ANY PORTION OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE APP AND SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND You AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS, AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE. THE FOREGOING DOES NOT APPLY TO LIABILITY ARISING FROM ANY FRAUD OR FRAUDULENT MISREPRESENTATIONS, OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW.

10. INDEMNITY

All the actions You make and the information You post on Echo remain Your responsibility. Therefore, You agree to indemnify, defend, release, and hold us, our partners, licensors, affiliates, contractors, officers, directors, employees, representatives, and agents, harmless, from and against any third-party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with:

1. any negligent acts, omissions, or willful misconduct by You;
2. Your access to and use of the App;
3. the uploading or submission of Content to the App by You;
4. any breach of these Terms by You; and/or
5. Your violation of any law or of any rights of any third party.

We retain the exclusive right to settle, compromise, and pay any and all claims or causes of action which are brought against us without Your prior consent. If we ask, You will cooperate fully and reasonably as required by us in the defense of any relevant claim.

The foregoing provision does not require You to indemnify Elevate Aviation for any unconscionable commercial practice or any fraud, deception, false promise, misrepresentation or concealment, suppression, or omission of any material fact in connection with the App.

11. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If You believe any content on Echo infringes the copyright in a work that You own, please submit a notification alleging such infringement to Echo@elevateaviation.ca. The Takedown Notice must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact You, such as an address, telephone number, and, if available, an electronic mail;
5. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that, under penalty of perjury, the information in the notification is accurate and You are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Takedown Notices should be sent to Echo at Echo@elevateaviation.ca. Email is the only accepted form of contact for these notices.

12. THIRD-PARTY APP STORE

The following additional terms and conditions apply to You if You download the App from a Third Party Store. To the extent that the other terms and conditions of these Terms are less restrictive than, or

otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section will apply, but solely with respect to the App and the Third Party Store. You acknowledge and agree that:

1. These Terms are concluded solely between You and Elevate Aviation and not with the providers of the Third Party Store, and Elevate Aviation (and not the Third Party Store providers) is solely responsible for the App and the content thereof. To the extent that these Terms provide for usage rules for the App which are less restrictive or in conflict with the applicable terms of service of the Third Party Store from which You obtain the App, the more restrictive or conflicting term of the Third Party Store will take precedence and will apply.
2. The Third Party Store provider has no obligation whatsoever to provide any maintenance and support services with respect to the App. Elevate Aviation is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The Third Party Store provider will have no warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Elevate Aviation.
3. Elevate Aviation, not the Third Party Store provider, is responsible for addressing any claims You or any third party may have relating to the App or Your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and/or (iv) intellectual property infringement claims.
4. The Third Party Store provider and its subsidiaries are third-party beneficiaries of these Terms, and, upon Your acceptance of these Terms, the Third Party Store provider from whom You obtained the App will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third party beneficiary thereof.

In the event of a conflict between a Third Party Store's or mobile carrier's applicable terms and conditions and these Terms, the terms and conditions of the Third Party Store or mobile carrier shall govern and control. We are not responsible and have no liability whatsoever for third-party goods or services You obtain through a Third Party Store or mobile carrier. We encourage You to make whatever investigation You feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

13. DISPUTE RESOLUTION

Conflict Resolution Procedure for Echo App Users

If an Echo App user (the **Complainant**) has a conflict, grievance, or concern regarding the actions, services, or policies of Echo, the following steps outline the procedure for addressing the issue:

1. Addressing the Concern

- Before filing a legal complaint against Echo or Elevate Aviation, the Complainant **must** express their concerns to Echo through the **Help and Support** section of the app or by emailing Echo at Echo@elevateaviation.ca.

2. Documenting the Concern

- The Complainant is advised to document the details of their grievance, including:
 - The date and time the issue occurred
 - A description of the concern or conflict
 - Any relevant interactions or communications with Echo representatives
- These records should be retained by the Complainant for reference during the resolution process.

3. Echo's Commitment to Resolution

- Echo is committed to addressing all complaints in a timely, unbiased, and transparent manner.
- Echo will:
 - Review and document all complaints thoroughly and objectively.
 - Follow this conflict resolution procedure without bias.
 - Keep records of the process, ensuring they include all relevant facts.

4. Resolution Process

- Echo will:
 - Notify the Complainant of the process and anticipated timelines for resolution.
 - Investigate the concern or grievance with diligence and impartiality.
 - Communicate with the Complainant to clarify the issue and seek a mutually acceptable resolution.
 - Arrange for external mediation, expertise, or arbitration if the nature of the conflict warrants additional resources.

5. Confidentiality and Recordkeeping

- Complaints will be handled confidentially, with information shared only on a need-to-know basis for the purposes of resolution.
- Personal details or sensitive information will not be disclosed outside of what is legally or procedurally required.
- Records of the resolution process will be retained securely for accountability and reporting purposes.

6. Escalation of Serious Concerns

- If the complaint is deemed to be serious and cannot be resolved by Echo, the issue will be escalated to the appropriate body for review.

7. User Conduct Expectations

- Users engaging in the complaint process are expected to provide accurate information and act in good faith.
- Misuse of the complaint process may result in appropriate actions, including removal from the platform.

Note: Echo values user feedback and strives to use complaints as opportunities for improvement, ensuring the platform serves its community effectively and equitably.

14. USE OF THIRD PARTY INTEGRATIONS

If You use any third-party integrated feature on Echo, You will be subject to the terms and conditions of the third-party provider. If You do not agree to the third party's terms and conditions, You should not use that feature.

15. TERMINATION AND REMEDIES

These Terms commence on the date You accept them (as described in the preamble) and continue until terminated in accordance with the terms herein.

You can delete Your Account at any time by logging into the App, going to the “profile” tab, scrolling to the bottom, and clicking “delete Profile”. Please note that if You delete Your Account, Your subscription will continue until the end of the subscription period for which applicable fees have been paid, and You will not be entitled to a refund.

In the event that Elevate Aviation determines, in its sole discretion, that You have breached any portion of these Terms, have misused the App, or have otherwise demonstrated conduct that Elevate Aviation regards as inappropriate or unlawful (whether on or off the App), Elevate Aviation reserves the right to: (a) warn You via email (to any email addresses You have provided to Elevate Aviation) that You have violated the Terms; (b) delete Your User Content; (c) discontinue Your Account; (d) discontinue Your subscription(s) without refund; (e) notify and/or send Your User Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (f) pursue to any other action which Elevate Aviation deems to be appropriate. You agree that all terminations for cause shall be made in Elevate Aviation's sole discretion and that Elevate Aviation shall not be liable to You or any third party for any termination of Your Account.

Termination of these Terms or Your Account includes the removal of access to Your Account, and all related information and content associated with or inside Your Account.

If Your account is terminated by You or by Elevate Aviation for any reason all provisions of these Terms which by their nature should survive, shall survive termination of these Terms, including, without limitation, ownership provisions, warranty disclaimers, and limitation of liability. Your information will be maintained and deleted in accordance with our [Privacy Policy](#).

16. MISCELLANEOUS

There are a few more things we need to mention before You can use Echo.

These Terms, which we may amend from time to time, constitute the entire agreement between You and Elevate Aviation. The Terms supersede all previous agreements, representations, and arrangements between us (written or oral), excluding the Privacy Policy. Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

Elevate Aviation has taken reasonable steps to ensure the currency, availability, correctness, and completeness of the information contained on Echo and provides that information on an "as is", and "as available" basis. Elevate Aviation does not give or make any warranty or representation of any kind about the information contained on Echo, whether express or implied. Use of Echo and the materials available on it is at Your sole risk. Elevate Aviation is not responsible for any loss arising from the transmission, use of data, or inaccurate Member Content.

You are responsible for taking all necessary precautions to ensure that any material You may obtain from Echo is free of viruses or other harmful components. Be particularly cautious with links sent by users You do not trust, as they may lead to malicious sites or compromise Your personal information. You accept that Echo will not be provided uninterrupted or error-free, that defects may not be corrected, or that Elevate Aviation, or the server that makes it available, are free of viruses or bugs, spyware, Trojan horse, or any similar malicious software. Elevate Aviation is not responsible for any damage to Your computer hardware, computer software, or other equipment or technology including, but without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

The communications between You and Elevate Aviation may take place via electronic means, whether You use the App or send Elevate Aviation emails, or whether Elevate Aviation posts notices in the App or communicates with You via email. For contractual purposes, You (a) consent to receive communications from Elevate Aviation in electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Elevate Aviation provides to You electronically satisfy if it were to be in writing. The foregoing does not affect Your statutory rights.

We may have to change our terms and conditions now and again

As Echo grows, we might have to make changes to these Terms so we reserve the right to modify, amend, or change the Terms at any time (a “Change”). If we do this then the Changes will be posted on this page and we will indicate the Effective Date of the updates at the bottom of the Terms. In certain circumstances, we may send an email to You notifying You of a Change. It’s also possible that we might ask You to agree to our Changes, but we’ll let You know. You should regularly check this page for notice of any Changes – we want our users to be as informed as possible.

Your continued use of Echo following any Change to these Terms constitutes Your acceptance of the Change and You will be legally bound by the new updated Terms. If You do not accept any Changes to the Terms, You should stop using Echo immediately..

Additional items:

If, for any reason, any of the Terms are declared illegal, invalid, or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that term is illegal, invalid, or unenforceable, it shall be severed and deleted from the Terms and the remainder of the Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

No failure or delay in exercising any right, power, or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms, and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.

You represent and warrant that:

1. You are residing in Canada
2. You are not listed on any Canadian Government list of prohibited or restricted parties.

By using the App, You agree and acknowledge that Echo is a national app operating through servers located throughout Canada.

The App may contain links to third-party websites or resources. In such cases, You acknowledge and agree that we are not responsible or liable for:

1. the availability or accuracy of such websites or resources; or
2. the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement. You acknowledge sole responsibility for and assume all risk arising from Your use of any such websites or resources. Framing, in-line linking, or other methods of association with the App are expressly prohibited without first obtaining our prior written approval.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by us without restriction.

If You have any questions, complaints, or claims with respect to the App, please contact us at Echo@elevateaviation.ca.

17. GOVERNING LAW AND FORUM

Subject to section 13 and any mandatory laws that may apply in the province in which You reside, Your access to the App, Our Content, Corporate Account Content, and any Member Content, any claims arising from or related to Your relationship with the Elevate Aviation, and these Terms are governed and interpreted by the laws of Canada. All claims arising out of or relating to these Terms and/or Your relationship with Elevate Aviation and all claims or cases challenging the enforceability or applicability of the provisions herein, will be litigated exclusively in the federal or provincial courts of Edmonton, Alberta. You agree that such courts shall have personal jurisdiction and venue and waive any objection based on inconvenient forum. You agree that You will not file or participate in a class action against us.

18. ELEVATE AVIATION

The Terms constitute a binding legal agreement between You as user (“You”) and Elevate Aviation (“we” or “us”).

Effective date

The Terms were last updated on August 20th, 2025.