

VR To Go Rental Terms

All rentals of a VR To Go headset, together with its associated equipment and accessories (collectively, a “**VR To Go Headset**”) made through the online store (the “**PHI Store**”) available on the website www.phi.ca (or any of its subdomains) (collectively, the “**Site**”), which is owned and operated by PHI (“**PHI**” or “**We**”), are governed by these rental terms and conditions (collectively, the “**VR To Go Rental Terms**”). Please read these VR To Go Rental Terms carefully before proceeding with any rental of a VR To Go Headset via the PHI Store.

By proceeding with any order or rental of a VR To Go Headset through the PHI Store, you accept and agree to be bound by these VR To Go Rental Terms, in addition to our [Terms of Use](#) and our [Privacy Policy](#).

If you do not agree to these VR To Go Rental Terms, please do not proceed with any order or rental of a VR To Go Headset through the PHI Store.

These VR To Go Rental Terms, and all descriptions and information posted on the Site or elsewhere regarding our VR To Go Headsets (e.g., pricing, content, availability, etc.) are subject to change at any time without notice at PHI’s sole discretion.

The PHI Store is hosted by third parties (Tuxedo and Shopify), which provides us with the online e-commerce platforms necessary to process your orders and rentals.

RENTAL

To proceed with a rental of a VR To Go Headset via the PHI Store, you will be required to provide certain information, including, but not limited to, credit card information. You agree to only provide us with true, accurate, current, and complete information.

By placing an order, you confirm and agree to pay all applicable charges incurred by you or the user of your credit card in connection with such order and rental.

A proof of identity or a supporting document may be requested from the person placing the order to validate eligibility for a special fare, where applicable.

PHI uses reasonable efforts to ensure that all orders are processed accurately and without error, however, despite such efforts, PHI cannot make any guarantee and will not be held responsible for any failure or error made by the PHI Store in this regard.

PRICING

All rental fees, prices, and other amounts indicated on the PHI Store (collectively, the “**Prices**”) are in Canadian dollars, unless otherwise indicated. All Prices include service fees but are subject to applicable taxes and shipping charges.

All Prices are subject to change or correction at any time, without notice, at PHI’s sole discretion.

The Site may, from time to time, contain promotional offers or special rates, which may not be combined with any other offer and which are not cumulative.

Security Deposit: In addition to the Price payable for the rental of a VR To Go Headset, you need to pay a security deposit for each such VR To Go Headset, which will be added to your order and charged to your credit card. The amount of such deposit is indicated on the Site and subject to change at any time without notice. The deposit will be refunded on your credit card upon the timely return of the applicable VR To Go Headset (including any equipment and accessories provided with it) in good condition and working order. If you lose or fail to return the VR To Go Headset (including any equipment and accessories provided with it) or it is returned to PHI damaged for whatever reason, PHI will retain the totality of the security deposit and you will be responsible for paying the difference, if any, between the security deposit amount and the replacement cost of such VR To Go Headset. If you fail to return the VR To Go Headset (including any equipment and accessories provided with it) at the time scheduled for its return, late charges

will be deducted from the security deposit and additional penalties may apply. You are entirely responsible for any VR To Go Headset that you rent from PHI via the Site.

AVAILABILITY AND CANCELLATION

The availability of the VR To Go Headsets offered through the Site may vary from time to time and are subject to change without notice at our sole discretion. PHI makes no guarantee in this regard.

We reserve the right to limit the quantity of any VR To Go Headsets offered, and to discontinue or terminate the rental of any VR To Go Headsets at our sole discretion.

SHIPPING AND DELIVERY

VR To Go Headsets are only available for rental and delivery in Montreal and Quebec City, and such delivery is subject to the schedule indicated when you place your order. Applicable shipping charges will be calculated based on the shipping location provided. Shipping charges are subject to change without notice.

Our shipping partner will pick up the VR To Go Headset at the same address on the scheduled return time. If you are absent at the time of delivery or the return pick-up time, fees will be deducted from the security deposit for each such delivery or pick-up attempt.

VR To Go Headsets will be shipped to the physical address provided by you at the time of order and indicated on the order confirmation. Please ensure that the recipient's address is correct. PHI is not responsible or liable for orders that cannot be delivered or are not received due to the recipient's incorrect address. PHI is not responsible or liable also for any delays experienced by its shipping partners that are without PHI's control.

PHI also offers free pick-up of the VR To Go Headsets at the PHI Center during business hours, which is located at: 315, Saint-Paul Street West, Montréal, Québec, H2Y 2M3. When completing your order on the PHI Store, simply select the option "Pick up your headset at the PHI Center".

Please inspect the VR To Go Headset upon delivery. If the VR To Go Headset that was shipped to you or that you picked up at the PHI Center is damaged, defective, or malfunctioning, please contact us as soon as possible by email at billetterie@phi.ca or by phone at 1 (855) 526-8888. Should you fail to so contact us, the VR To Go Headset will be deemed to be in good condition and working order.

RETURN OR EXCHANGE

The orders made through the PHI Store are final. They cannot be cancelled or modified, and no exchange or refund will be made, except for reasons specifically provided for by applicable law. PHI may, however, at its sole discretion, agree to cancel or modify an order, or proceed with an exchange or refund, on an exceptional basis.

If you have any questions in this regard, you may contact us by email at billetterie@phi.ca or by phone at 1 (855) 526-8888.

RESALE PROHIBITED

Any counterfeiting or resale of the VR To Go Headset is strictly prohibited. PHI reserves the right to limit or prohibit orders that, in its sole judgment, appear to be placed by unauthorized dealers, resellers or distributors.

GIFT CERTIFICATES

You may redeem a gift certificate when paying for the rental of a VR To Go Headset through the Site by selecting “gift certificates” as a payment method during checkout. By redeeming a gift certificate, you acknowledge that you have read, and you agree to be bound by these VR To Go Rental Terms.

If the total of your order is less than the value of your gift certificate, you will be able to use the remaining balance for future orders. If the total value of your order is greater than your gift certificate value or balance, you will need to provide another accepted method of payment to cover the balance.

Gift certificates cannot be redeemed or exchanged for cash (except as required by applicable law). Damaged or modified gift certificates will not be accepted. In case of loss, theft, or unauthorized use, we will not replace the gift certificate.

USE OF THE VR TO GO HEADSET

From the time that the VR To Go Headset is delivered to you, either by our shipping partner at the address you indicated or directly by us at the PHI Centre, until the time that the VR To Go Headset is picked up from you by our shipping partner or brought back to us by you at the PHI Centre, you are solely responsible for the VR To Go Headset and for complying with any applicable laws relating to your possession and use of such VR To Go Headset.

You agree to use the VR To Go Headset (i) only for the purposes it is intended, (ii) in a diligent and appropriate manner, and (iii) in accordance with the instructions of the manufacturer relating to its use, maintenance, and storage.

You also agree not to (or authorize any person to): (y) make any modification, substitution, and/or other alteration whatsoever to the VR To Go Headset, including any application or content included therein; and (z) reverse engineer, decompile, decode, decrypt, disassemble or otherwise derive source code from the VR To Go Headset, including any application or content made available therein.

PROPERTY RIGHTS

You understand and agree that the VR To Go Headset (including any equipment and accessories provided by PHI) are and will remain the sole property of PHI and that such VR To Go Headset (including any equipment and accessories provided with it) are only provided to you on loan for the rental period you indicated at the time you placed your order.

You also understand and agree that any application and content included in the VR To Go Headset or made available via such VR To Go Headset are and will remain the sole property of PHI. You are strictly prohibited from reproducing, creating derivative works from, storing, downloading, or otherwise copying, in any manner whatsoever, in whole or in part, any of the foregoing. PHI reserves all rights thereto.

DISCLAIMER OF WARRANTY

PHI takes reasonable and appropriate security, safety, and hygiene measures with respect to the rental of the VR To Go Headsets but does not make any warranty in this regard.

WAIVER

You understand that there may be danger involved in participating in virtual reality activities and that there is a risk of physical, psychological, or health-related injuries (including, without limitation, nausea, disorientation, dizziness, malaise, vertigo, seizures, motion sickness, general discomfort, headaches, or anxiety), pain, suffering, death, temporary or permanent disability, and/or emotional loss, by participating in such virtual reality activity. You

understand and agree that you knowingly and freely assume all risks, known or unknown, in connection with your rental of the VR To Go Headset as well as the application and content made available therein.

You unconditionally and irrevocably waive, release, absolve, and hold PHI harmless, to the fullest extent permitted by applicable law, from any and all liabilities, actions, causes of actions, debts, claims, or demands of any kind and nature whatsoever, including for negligence, whether known or unknown, which may arise out of or in connection with your rental of the VR To Go Headset, including the application and content made available therein.

QUESTIONS OR ISSUES

Please inspect your order confirmation upon receipt and contact us immediately in case of any issue. If you have any questions about your order, you may contact us by email at billetterie@phi.ca or by phone at 1 (855) 526-8888. Our team will be pleased to assist you.

COVID-19

If you have selected the free pick-up of the VR To Go Headsets at the PHI Center and have any symptoms associated with COVID-19, please contact us at the email or phone number indicated above to postpone such pick-up as soon as possible.

Last updated: June 3rd 2021