

VR Travel Ltd.

Toronto, Canada

TICO registration # 50020781

Terms and Conditions

These Terms and Conditions apply to all Services provided by VR Travel Ltd.

Please read these Conditions carefully.

1. Acceptance of these Conditions

- 1.1. Any instructions or request for information received by VR Travel Ltd. (**VR Travel**) from the Customer for the supply of travel management consultancy services and related information, including about travel locations, flight time, date and prices, accommodations, transportation, insurance, currency and schedules (**Services**) shall constitute acknowledgement by the Customer that it has received, and understands and agrees to these Conditions and will be bound by them. Such instructions received by VR Travel for the supply of Services shall also constitute authorisation for VR Travel to act on behalf of the Customer in accordance with the Conditions.
- 1.2. The Customer's attention is drawn to specific clauses below which exclude or limit VR Travel's liability and limit time for bringing claims against VR Travel, being clauses 14 and 15.
- 1.3. Nothing in these Conditions is intended to have the affect of contracting out of any applicable provisions of the Travel Industry Act of Ontario, or comparable legislation in each of the Provinces and Territories of



Canada, except to the extent permitted by those laws where applicable. If any legislation is compulsorily applicable to any Services, these Conditions shall, as regards such Services, be read as subject to such legislation, and nothing in these Conditions shall be construed as a surrender by VR Travel of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation, and if any part of these Conditions be in consistent with such legislation to any extent, such part shall as regards such business be overridden to that extent and no further.

2. Agency and Travel information

- 2.1. VR Travel acts as an agent only and the Customer hereby expressly authorises VR Travel to enter into all and any contracts on behalf of the Customer as may be necessary or desirable to fulfil the Customer's instructions and provide the Services. As an agent, VR Travel does not make any contract with the Customer for provision of services (other than the agency services). Instead VR Travel secures any Services by acting on the Customer's behalf in establishing contracts with third party service providers so that a direct contractual relationship is established between the Customer and such third parties. VR Travel is not liable for the acts and omissions of such third parties. VR Travel has no responsibility for the services of such third parties nor does VR Travel make or give any warranty or representation regarding their standards or information.
- 2.2. All bookings are made on the Customer's behalf subject to the terms and conditions and limitations of liability imposed by the third party service providers. The Customer acknowledges that all claims, (other than claims relating to the Services) must be made against the relevant third party service providers whose own terms and conditions apply to the services. VR Travel can provide you with copies of the relevant third party service provider terms and conditions on request.
- 2.3 The information supplied by us in connection with the Services is supplied to us by third party service providers. We accept no responsibility for information supplied to us by such third parties. We recommend you confirm all information contained on or linked from the information we provide to the Customer with the third party service provider.

3. Prices



- 3.1. Unless otherwise stated by VR Travel, the price for any particular travel booking is only guaranteed until midnight on the day the price is quoted by VR Travel to the Customer and must be accepted by the Customer within normal business hours on that day in order to obtain the travel booking at the quoted price. All prices quoted are subject to availability and can be withdrawn or varied without notice. Price changes may occur because the third party service providers who supply information to us may change the prices at any time and by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases. Please contact VR Travel at any time for up to date prices.
- 3.2. All amounts quoted are payable in the currency in which they were quoted. VR Travel is entitled to charge a currency conversion premium when converting receivables that are different from the currency they were invoiced in. Please be aware that translating the amount quoted in your home currency will always be approximately until charged.
- 3.3. Other than VR Travel's fees, all other monies received by us from the Customer in respect of the Services are received by us as an agent for the third party service provider. If for any reason, a third party service provider is unable to provide the services for which you have contracted, your remedy lies against that third party service provider, and not against VR Travel. In the event we receive payment by credit card, you agree that you will not seek to chargeback or recover your payment or any other losses from us.

4. Passports and Visas

4.1. General

- a) All travellers must have a valid passport and visa for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. The Customer agrees to ensure that all travellers's passports and visas are in order. The Customer agrees that all information, including personal data, which the Customer has provided can be provided to authorities and other agencies responsible for aviation-related security measures.
- b) When assisting with an international travel booking, VR Travel will assume that all travellers covered by the services have a valid passport and a valid visa as required. If this is not the case, the Customer must inform VR Travel promptly.



- c) Passport, Visa and Health requirements are the responsibility of the Customer and all individual travellers. Valid passports are required for all travellers departing Canada. To re-enter Canada, you must have a valid Canadian passport, you need to show a Canadian Permanent Resident Card or a valid Canadian Visa or Work Permit. Immigration authorities have the sole discretion to deny entry even when the relevant travel documentation is provided. For domestic travel within Canada, travellers must be in possession of government-issued photo identification. VR Travel will assist in providing information based on the information supplied by the Customer. This information as well as other related information supplied by the VR Travel are supplied in good faith, but should be treated as a guideline only. The final responsibility for ensuring documentation is correct is that of the Customer and the individual travellers.
- d) VR Travel has no responsibility for the accuracy of the above information. VR Travel is not responsible for any claims that may be made due to inaccurate or inadequate information regarding the above. Any fines, penalties, payments or expenditures incurred as a result of such travel documents not meeting the requirements of those authorities will be the Customer's sole responsibility (except to the extent caused by the negligence of VR Travel).
- e) The Customer acknowledges and agrees that all travellers are liable for any customs duties or other charges levied by government authorities against the travellers in relation to any travel arrangements, and that no claims can be made against VR Travel in respect of such duties and charges.
- f) Verification of travel documentation requirements must be done by the Customer and each individual traveller when travel dates near. Failure to provide the required travel documents may result in being denied travel privileges by the carrier or relevant authorities, without further recourse or the possibility of any refund. We recommend that you inquire with the Consular Affairs Bureau for Canadians Abroad or review online the Essential Information for Canadian Travelers Guide at www.travel.gc.ca to satisfy each individual traveller's personal travel requirements. Some countries also require travellers to be issued a special international driver's permit and/or international proof of insurance

4.2. Disclosure requirements for travellers to the USA

If travellers are travelling to the United States they should review <https://esta.cbp.dhs.gov> for important information regarding compulsory pre-registration for their visa waiver program ("ESTA").



Canadian passport holders or permanent residents will not be able to enter the United States without a valid ESTA (or visa). Please note that travellers may not meet the requirements of ESTA and may be required to obtain a visa.

5. Travel Insurance

- 5.1. VR Travel strongly recommends that travellers take out appropriate travel insurance to cover their travel arrangements including to provide adequate coverage for medical expenses, personal accident, loss of baggage and curtailment or trip cancellation. Travel insurance is also strongly recommended by the Department of Foreign Affairs and Trade for all overseas travel. It is the Customer's responsibility to ensure travellers have adequate travel insurance for their journey.
- 5.2. VR Travel does not issue insurance. Upon request, VR Travel will provide the Customer with the contact details of insurance companies / brokers so that the Customer can obtain insurance from them directly. Individuals are responsible to finance on the spot medical treatment and other contingencies and then reclaim this from insurance, if covered. You may be required to provide documentation to the insurance company to facilitate any claim. Note that there are exclusions to coverage of insurance. It is your responsibility to be familiar with the insurance coverage purchased from third party providers and ensure that the coverage meets your travel needs.

6. Health

The Customer must ensure that travellers are aware of any health requirements and recommended precautions relevant to their travel and ensure that they carry all necessary vaccination documentation. In some cases, international health certificates are also required and failure to present required vaccination and health documentation may deny travellers entry into a country. VR Travel recommends that travellers consult with their local doctor, travel medical centre or specialist vaccination clinic before commencing travel. General health advice for the destination you wish to visit is also available from the Government of Canada at www.travel.gc.ca It is also recommended to consult the embassy or consulate of your destination country in Canada for up-to-date information on entry and exit requirements before travelling abroad.



7. Amendment and Cancellation Fees

Cancelled or amended bookings may incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Fees and extra charges may also apply where a booking is changed and when tickets or documents are re-issued. Where VR Travel incurs any liability for a supplier cancellation fee or charge for any booking which the Customer cancels, the Customer agrees to indemnify VR Travel for the amount of that fee or charge.

8. Taxes and other charges

Unless otherwise expressly specified in these Conditions, all amounts otherwise payable by the Customer to VR Travel are exclusive of taxes. The amounts payable by the Customer to VR Travel due under this Agreement shall be increased by the amount of any taxes applicable. Airline and airport taxes are subject to change and are confirmed at the time the airline ticket is issued or re-issued. These are payable by the traveller. There may also be a local tax or surcharge charged at some airports which are payable by the traveller.

9. Schedule Changes

It is the Customer's responsibility to contact the airline prior to travel to ensure the scheduled departure time has not changed. Some airlines will have schedule changes and your flight time may differ from what is stated on your itinerary provided by VR Travel. VR Travel is not responsible for any schedule changes. We recommend that travelers confirm their travel arrangements at least 24 hours prior to departure, and that travellers check-in prior to the scheduled time of flight departure at least 2 hours prior to domestic flights and 3 hours prior to international flights.

10. VR Travel Fees, Payment and Expenses

10.1 Unless otherwise agreed in writing, VR Travel's fees are included in the prices quoted to the Customer and will be set out in invoices or receipts provided to the Customer. In the event VR Travel agrees to grant credit to a Customer, any amounts payable under any agreement between VR



Travel and the Customer fall due and are payable within seven days of date of VR Travel's invoice.

- 10.2 Please note that additional airport and/or hotel and/or car rental fees and government taxes (other than sales tax) may not be included in your purchase. These are frequently collected at destination. Seat selection on flights may also incur additional fees.
- 10.3 All airfares and tour operator rates are subject to change without notice if full payment for booking has not been received. VR Travel does not warrant that prices will not change until booking is paid in full and an increase must be borne and paid for upon demand by the Customer.
- 10.4 If a Customer pays by credit card and the credit card is declined, the Customer guarantees that it will settle any amounts owing to VR Travel via money order or cash within two business days of notification by VR Travel of declined charge.

11. Goods and Services Tax (HST/GST)

- 11.1. Unless otherwise stated, any amount specified in these Conditions as the consideration payable for any taxable supply does not include any Goods and Service Tax (GST), Harmonized Sales Tax (HST), Value Added Tax (VAT) or similar sales taxes payable in respect of that supply.
- 11.2. If VR Travel makes a taxable supply under these Conditions (**Supplier**), then the recipient of the taxable supply (**Recipient**) must also pay, in addition to the consideration for that supply, the amount of HST, GST or similar tax payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.
- 11.3. Notwithstanding the foregoing, the Recipient is not obliged under these Conditions to pay the amount of any HST, GST or similar tax payable until VR Travel provides it with a valid tax invoice for the taxable supply.
- 11.4. If an adjustment event arises in relation to a taxable supply made by VR Travel under these Conditions, the amount paid or payable by the Recipient pursuant to clause 11.2 will be amended to reflect this and a payment will be made by the Recipient to VR Travel.
- 11.5. If a third party makes a taxable supply and these Conditions requires a party to these Conditions (the **payer**) to pay for, reimburse or



contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any HST, GST or similar tax payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

- 11.6. This clause does not merge on expiration or termination of these Conditions and will continue to apply after expiration or termination of these Conditions.

12. Force Majeure

- 12.1. Except as expressly provided otherwise in these Conditions, dates and times by which VR Travel is required to render performance under these Conditions shall be postponed automatically to the extent and for the period of time that VR Travel is prevented from meeting them by causes beyond its reasonable control. Such causes include, but are not limited to:

- a) any condition beyond VR Travel's reasonable control (including, but without limitation, meteorological conditions, acts of god, riots, civil commotion, embargoes, wars, hostilities, terrorist threats, disturbances, or unsettled international conditions), actual, threatened or reported, or because of any delay, demand, circumstances or requirement due, directly or indirectly, to such conditions; or
- b) any failure by airline or other third party service provider to provide services; or
- c) any strike work stoppage, slowdown, lockout or any other industrial related dispute; or
- d) any government regulation, demand, or requirement; or
- e) any shortage of labour, fuel or facilities of VR Travel or others; or
- f) any fact not reasonably foreseen, anticipated, or predicted,

herein referred to as "**Force Majeure**").

13. Liability

- 13.1. The Customer acknowledges and agrees that VR Travel is not liable in contract, tort or otherwise, for any injury, damage, loss, delay, events caused by a Force Majeure, or any additional expense or inconvenience



caused by the errors, omissions or default of third service party providers.

- 13.2. The Customer's legal recourse in respect of any injury, damage, loss, delay, additional expense or inconvenience is against the specific third party service provider only, except to the extent a loss has been solely caused by the gross negligence of VR Travel. If for any reason any third party service provider is unable to provide the services for which the Customer contracted, the Customer agrees to make claims only against the third party service provider and further agrees not to make any claim against VR Travel, unless the Customer's claim arises solely as a result of VR Travel's gross negligence.
- 13.3. Carriage of passengers by air is subject to domestic laws and international conventions including the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Montreal in 1999 (Montreal Convention). VR Travel's liability, if any, is limited to the maximum amounts of liability applicable at any time, as set out in the applicable laws and conventions with subsequent increases. *However, if any applicable law applies compulsorily and provides for different limits of liability, those different limits will apply.*
- 13.4. VR Travel's liability may also be limited to the extent that any other relevant law or convention limits the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage, for example the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation.
- 13.5. VR Travel shall not in any circumstances whatsoever be liable for indirect or consequential losses such as (but not limited to) loss of profit, loss of market, or the consequences of delay or deviation, however caused, whether or not VR Travel had knowledge that such losses might be incurred.
- 13.6. The liability of VR Travel for breach of any guarantees or warranties under these Conditions, except as otherwise required under applicable law, or howsoever arising, is limited to any of the following as determined by VR Travel:
 - a) the supplying of the Services again; or
 - b) the payment of the cost of having the Services supplied again.
- 13.7. Except as expressly provided in these Conditions or required by applicable laws, we make no representations or warranties of any kind with respect to the products or services supplied through VR Travel. To the maximum extent permitted by law, we disclaim all implied



representations and warranties including, without limitation, implied warranties that the products and services offered through VR Travel will be of merchantable quality, fit for any purpose or will comply with any descriptions or samples provided to the Customer. To the maximum extent permitted by law, the Customer agrees to release VR Travel and its shareholders, directors, officers and employees from all liability, cost, damages, claims and expenses (including direct, indirect, special and consequential loss or damage whether in negligence or otherwise) arising out of the supply or failure to supply or use or non-use of our Services or the third party service providers' products or services.

- 13.8 The travel products and services offered and promoted through VR Travel are products and services of third party service providers. Our role is solely to facilitate Customers' travel arrangements as an agent of each Customer. Your legal relationship with respect of the third party products and services is with the third party service provider.

14. Time Limitation

- 14.1. Subject to applicable law, any claim by the Customer against VR Travel arising in respect of any Services provided for the Customer, or which VR Travel has undertaken to provide, shall be made in writing and notified to VR Travel within 28 (twenty eight) days of the date upon which the Customer became, or ought reasonably to have become, aware of any event or occurrence alleged to give rise to such claim, and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred.
- 14.2. Notwithstanding the provisions of Clause 14.1, but subject to applicable law, VR Travel shall in any event be discharged of all liability whatsoever and howsoever arising in respect of any service provided for the Customer, or which VR Travel has undertaken to provide, unless suit be brought and written notice thereof given to VR Travel within three (3) months of the provision of the Services or when the Services should have been provided.

15. Privacy Policy

Information we collect



We collect some information which is not attributable to an identifiable individual. For example, when you visit our website, our web server automatically recognizes only your computer's domain name, but not your e-mail address or any other information that identifies you personally. This renders your visit virtually anonymous, unless you volunteer your personal information in connection with your visit.

We may also collect anonymous aggregate information on what pages you access or visit. The aggregate information we collect is used for many different purposes in order to serve you better. Among these purposes are to improve the content of our website, to provide services such as technical support, and to customize the content and/or layout of our website for each individual visitor.

Collection of personal information

We may also ask you to provide your personal information, including when you submit an inquiry to us, request to become a customer, create a personal profile, use our online travel booking services or subscribe to our mailing list. Our collection of personal information is limited to that which is reasonable under the circumstances, and we only collect your personal information with your consent.

For example, we may collect the following personal information about you:

- name and contact information
- address
- company name
- date of birth
- travel preferences
- passport information, and
- payment information

How we may use your personal information

We use personal information for the purposes stated or implied at the time of collection, including for the following purposes:

- confirming your identity
- responding to your inquiries
- to meet the legal and regulatory requirements applicable to us
- processing and completing travel bookings, and
- marketing of our services to you, as well as those of our affiliates



We may otherwise use your personal information where permissible by law, for example to respond to an emergency, or in the course of an investigation into illegal behavior.

Anti-spam

Where applicable, we will seek your express consent to contact you, including by way of commercial electronic messages. This consent is sought by VR Canada Travel Ltd. and you can contact us at [888-263-0050] or 174 Spadina Avenue Suite 402 Toronto, Ontario M5T 2C2. You can unsubscribe at any time from receiving commercial electronic messages by following the instructions in the message.

Even if you have opted out of receiving marketing communications from us, please be aware that we may still contact you for other purposes. For example, we may contact you to provide communications you have consented to receive, regarding the services we provide to you, or if you contact us with an inquiry.

Transfers and disclosures of personal information

We will not disclose personal information to any external organization without your consent unless we are required or permitted to do so by law, including in the event of a corporate amalgamation, reorganization, change of control or sale.

Your personal information may be stored, processed, transferred or otherwise used by us, our affiliates or our service providers, both inside and outside of Canada. As a result, that country's courts, governments or law enforcement agencies could obtain disclosure of your information in accordance with that country's laws. We also use third-party service providers to perform certain services, including processing travel reservations. The third party service providers may collect your payment information if you submit a payment. These third party service providers conform to information security standards for online payments. Whenever we hire other service providers or work with our affiliates to provide support services, we ensure that they conform to our privacy standards.

Security and retention

We take all reasonable steps to protect the security and confidentiality of your personal information. We protect the personal information within our custody or control with appropriate organizational, technological and physical safeguards.



We store personal information in electronic and physical files that are secure, and our security measures include secure on- and off-site storage, restricted access to records and data processing equipment, password protocols, and encryption and security software.

We only retain personal information for as long as is necessary for the purpose for which it was collected. When we no longer are required to retain the information, we will destroy, erase, or de-identify the information. Legal requirements, however, may require us to retain some or all of the personal information we hold for a period of time that is longer than that for which we might otherwise hold.

Personal information of children

We do not knowingly collect children's personal information. This website is directed toward and designed for use by persons over the age of majority in their jurisdiction of residence. We will not approve applications from, or establish or maintain profiles for, any child whom we know to be under the age of 13. If we nevertheless discover that we have received personal information from an individual who indicates that he or she is under the age of majority in his/her jurisdiction of residence, we will delete such information from our systems.

Cookies

We may use "cookie" technology to obtain non-personal information from visitors to our website. Cookies are information files that your web browser places on your computer when you visit a website. Most browsers accept cookies automatically, but can be configured not to accept them or to indicate when a cookie is being sent. We do not extract personal information in this process and we do not provide this information to third parties. Cookies allow us to customize your user interface to speed up the navigation process and to make the website experience more efficient. If your browser is configured to reject cookies, you will not be able to use the features of our website.

Third Party Links

There may be websites that link to and/or from our website. We, of course, are not responsible or liable for the content or activity of any linked websites or links to other websites operated by third parties. We recommend consulting their privacy policies to



determine how they collect and use information. Please note that this Privacy Policy applies only to the personal information that we collect or receive from third parties with your consent and we cannot be responsible for personal information that third parties may collect, store and use, including through their websites. You should always read the privacy policy of each website you visit carefully.

Changes to this Privacy Policy

We may amend this Privacy Policy from time to time as we add new services, as we improve our current offerings, and as technologies change. If we make a change to this Privacy Policy this will be reflected in the above Last Update date. We encourage you to check back periodically to see if we have made any changes. If we make any material or substantive changes in this Privacy Policy, we will notify you by posting a clear and conspicuous notice of these changes on our website and in this Privacy Policy.

Access, correction and accountability

We strive to keep all personal information in our files complete, up-to-date and accurate.

You or a person authorized on your behalf has the right to request to see and obtain a copy of your personal information and to request changes or corrections to inaccurate or incomplete information.

If you have any questions or concerns with respect to your personal information or our information practices, you may contact our Privacy Officer at:

na@vr-travel.com

Privacy Officer

VR Canada Travel Ltd.

174 Spadina Avenue Suite 402

Toronto, Ontario

M5T 2C2



16. Changes to these Terms and Conditions

VR Travel has the authority and the right to at any time it sees fit to change or modify all or any part of these Conditions

17. Jurisdiction and Law

These Conditions shall be governed and construed according to the laws of the Province of Ontario and the federal laws of Canada applicable herein. Any dispute, controversy or claim arising out of, relating to or in connection with these Conditions or the Services, including any question regarding existence, validity or termination of these Conditions, shall be referred to the exclusive jurisdiction of the Courts of the Province of Ontario and any Courts competent to hear appeals therefrom.

