



# Terms & Conditions

## 1. Reservations

Thank you for placing a **Reservation** for ITI VR. By making your Reservation, you have secured the approximate priority for taking delivery of your ITI VR system.

### A. Effective Date

Your Reservation becomes effective when (1) you place your Reservation, and (2) we receive your **Reservation Payment**.

### B. Reservation Type & Payment

Type	Reservation Payment	Description
Beta Program Reservation	\$3,500	You may reserve a simulator(s) after applying by paying ONLY for the cost of the hardware and receive the Computer, Oculus Rift Headset, and Xbox Controller (\$3,500). Your simulator will be loaded with the most recently available course challenges and you will receive a monthly web-based update of the newest version of the courses throughout the development process.  Beta Program members also receive a 20% (\$2,000) discount off the Desktop Simulator, and/or a 10% (\$4,000) discount off the Motion-Base Simulator when the Final Order Process is completed. At that time the remaining Desktop or Motion-Base hardware will be delivered.  The Beta Program is only temporarily available and will become unavailable without notice.
Standard Desktop Simulator Reservation	\$1,000	You may reserve a desktop simulator(s) with a \$1,000 deposit. You will not receive a shipment of hardware until your final order is placed when your simulator is ready.
Standard Motion-Base Simulator Reservation	\$1,000	You may reserve a desktop simulator(s) with a \$1,000 deposit. You will not receive a shipment of hardware until your final order is placed when your simulator is ready.

### C. Final Order Process

While this Reservation secures the approximate delivery priority, it does not constitute the purchase of an ITI VR simulator. When the start of production for your Reservation nears, we will create an order for your unit and you will receive a **Purchase Agreement** indicating Final Hardware Invoice Amount as well as your *Crane & Rigging Simulation Library* subscription level, plus estimates of any applicable taxes, duties, transport and delivery charges, and any other applicable fees. All payments must be made in U.S. Dollars. We will apply your Reservation Payment towards the total order payment.

### D. Cancellation

*Beta Program Reservations* may be cancelled at any time for a 75% refund provided that the equipment is returned to ITI, and ITI validates that it can successfully refurbish the hardware for future use. If ITI determines that the hardware cannot be refurbished, a refund may not be provided and you are entitled to receive your hardware back as is.

*Standard Simulation Reservations* may be cancelled at any time for a full refund prior to completing the Final Order Process.

### E. Acknowledgements; Non-Transferable

ITI will not hold your Reservation Payment separately or in an escrow or trust fund or pay any interest on your Reservation Payment. Your Reservation is not transferable or assignable to another party without the prior written approval of ITI.



## F. Your Details

From time to time ITI will ask you to provide information so that we can perform our obligations under these terms and conditions. ITI will maintain your personal information in accordance with our current data policy.

## 2. ITI VR Hardware

### A. Ownership

Hardware issued to ITI VR customers becomes the sole property of the customer. The hardware does not function without a subscription to the *Crane & Rigging Simulation Library*.

### B. Product Warranty

**i. Computer:** This equipment is purchased off-the-shelf from a manufacturer and distributed to you by ITI. Should this equipment be damaged, ITI Support will contact the manufacturer on your behalf to get your unit repaired/replaced according to the manufacturer's warranty and policies. If it is found that your unit is no longer under warranty or the damage is due to negligence, you will be required to purchase this equipment at the standard retail price.

**ii. Oculus Rift VR Headset:** This equipment is purchased off-the-shelf from the manufacturer and distributed to you by ITI. Oculus Rift provides a 1 year warranty for this product unless sold into the EU, in which the warranty lasts for 2 years. Should this equipment be damaged, ITI Support will contact Oculus Rift on your behalf to get your unit repaired/replaced. If it is found that your unit is no longer under warranty, you will be required to purchase this equipment at the standard retail price. For more information about Oculus Rift product warranty terms and conditions visit [https://static.oculus.com/documents/Rift\\_Warranty\\_English.pdf](https://static.oculus.com/documents/Rift_Warranty_English.pdf).

**iii. Crane Controls:** This equipment is manufactured by ITI and Serious Labs Inc., ITI's technology partner. We want you to be absolutely successful with our products and provide a five year warranty on reasonable use. If we determine that a control system is damaged due to unreasonable use like water damage or physical abuse we will invoice you for the replacement cost.

## 3. Crane & Rigging Simulation Library Subscription & Learning Management System

### A. Subscription

The simulation library is inaccessible without a subscription through the ITI Learning Management System which procures the course uses to your account. A single subscription is intended to provide course uses to any ITI VR Simulators that you own. Your subscription is billed annually and payment is required in advance.

### B. Course Uses

A Course Use is a single course assignment to a single user (trainee) and is valid for 12 months. Course Uses do not rollover to subsequent contract years.

### C. Learning Management System

All user records are stored online in the ITI Learning Management System (LMS) and is accessible to your company's administrators. Upon request, ITI LMS can be integrated into your organization's LMS under an implementation agreement which allows for ITI Crane & Rigging Simulation Library completions and data to be logged under users in your LMS.