**Passenger Experience App Terms of Use**

Last updated: November 16, 2023

The Passenger Experience App (the “**App**”) of the Vancouver Airport Authority (the “**Authority**”, “**we**,” “**us**,” “**our**”) connects consumers, retail stores, service providers and restaurants, with our staff to facilitate services including, but not limited to, on-demand delivery services (the “**Services**”).

Please read these Terms of Use (“**Terms**”) carefully. By using the App or Services, you affirm that you have read and agree to comply with, and be legally bound by, each of the terms, conditions, and restrictions of these Terms. Our Privacy Policy is at www.yvr.ca/en/privacy, and is incorporated by reference into these Terms. If you do not agree to these Terms, including our Privacy Policy, you have no right to obtain information from or otherwise continue using the App or Services.

Individuals who use the App are “**Users**”, and “**you**” and “**your**” refer to Users. If you access the App or accept these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that legal entity and, in such event, “you” and “your” will refer to that legal entity. In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

THE APP IS AN ONLINE PLATFORM THROUGH WHICH YOU MAY MAKE PURCHASES FROM PRODUCT OR SERVICE PROVIDERS. IN DOING SO, WE ARE ACTING AS YOUR AGENT AND WE ARE NOT THE SELLER OF ANY PRODUCT. YOU AGREE THAT WE ARE YOUR AGENT, THAT THE SELLER REMAINS THE MERCHANT OF RECORD, AND THAT TITLE TO ANY PRODUCT OR SERVICE PASSES FROM THE SELLER TO YOU AT THE TIME OF YOUR PURCHASE. WE ARE NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN YOU AND A SELLER.

**Eligibility**

By accessing or using the App you represent and warrant that you are not legally prohibited from accessing the App under the laws of the country in which you access or use it.

**About the Service; Registration**

The App allows Users to access information and services from service providers, retailers, and restaurants enabling them to place orders, make purchases, and arrange for delivery of purchased products or services. To access and use the App, you must register an account (“**User Account**”). We offer two ways to create an account - direct registration using an email address, or registration via third party social networking sites.

**Direct Registration**: To create a User Account by using your email address, follow the prompts on the App. You agree to provide accurate, current and complete information during registration and to update such information to keep it accurate, current and complete. You agree that you will safeguard your password and that you are solely responsible for any activities or actions under your User Account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your User Account. You are solely responsible for your Content (defined below) and User Account.

**Registration via Third Party**: You may also create a User Account via certain third party service provider’s social networking site including, but not limited to, Facebook (each such account, a “**Third Party Account**”) by following the prompts on the App. You represent that you are entitled to disclose your Third Party Account login information to us and to grant us access to your Third Party Account to provide the App without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third party service providers.

[By creating a User Account, you are agreeing to receive communications from us via email, text message, calls, and push notifications to the mobile telephone number you provide. You agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages, communications regarding your orders, and promotional message from us or sellers that you purchase from. If you do not wish to receive promotional emails, text messages, or other communications, you may opt out of such communications at any time in your User Account settings. You may also opt-out of receiving text messages from us by replying “STOP” from the mobile device receiving the messages.]

**Service Process; Fees**

In consideration of the services, tehre will be a fee on each purchase (the “**Service Fee**”). The Service Fee for any purchase will be shown to you during the check-out process. Service Fees are non-refundable. We may also, in the future, charge you a monthly fee to access the App (the “**Subscription Fee**”).

When you use the App to purchase a product or service, we will share information with the product or service provider as necessary or requested. At all times we are acting as your agent and not the seller of any product or service; the product or service provider remains the sole merchant of record, and title to any product or service passes from them to you at the time of your purchase.

We will also process information, including payments, through third party service providers. In order to use the services, you must provide account information for at least one valid credit or debit card. You hereby authorize us or our service providers to run card authorizations requests on all cards provided by you, to store card or other financial details as your method of payment for Services, and to charge your card for your purchases and the Service Fee. For any recurring charges, such as a Subscription Fee if or when implemented, you authorize us or our third-party payment processor to bill your payment card in advance on a periodic basis.

You are responsible for obtaining the data network access necessary to use the App. Your mobile network’s data and messaging rates and fees may apply if you access or use the App from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the App. We do not guarantee that the App, or any portion thereof, will function on any particular hardware or devices. In addition, the App may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

We may cancel any purchase made through the App in our sole discretion if we determine that any requirement of these Terms is not met.

**Purchases Involving Alcohol**

You may have the option to order delivery of alcohol products from certain retailers. You agree that you will comply with all applicable laws and not cause us or any retailer to contravene any applicable laws. You agree that you are 19 year of age or older if you order alcohol products. You agree that we do not accept orders for alcohol products, but that the order will only be delivered if the retailer accepts your order. You will be required to provide valid government-issued identification proving your age to the person making your delivery, and you agree that you will not be intoxicated when receiving delivery of alcohol products.

**User Content**

Registered users may be allowed to upload content to the app. “**Content**” means text, graphics, images, music, software (excluding the App), audio, video, information or other materials. You acknowledge and agree that you alone are responsible for any and all Content you upload to the App. When you post Content on the Services, you represent and warrant that you have the right, power, and authority to upload that Content and grant the licenses specified below (see *Property Rights*).

We may, without notice, (i) remove or refuse to upload on the App any Content for any or no reason in our sole discretion and (ii) take such actions with respect to any Content deemed necessary or appropriate in our sole discretion, including, without limitation, for violating these Terms.

**User Representations and Warranties**

By using the App, you represent, warrant and agree to the following:

* you are at least the age of majority in the jurisdiction you access the App from;
* you are solely responsible for compliance with any and all laws, rules, regulations, or obligations that may apply to your use of the App;
* nothing that you upload, publish or transmit using the App, will (i) infringe, misappropriate or violate a third party’s rights or (ii) contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in the Authority’s sole discretion;
* you will not use manual or automated software, devices, scripts, redirects, robots, other means or processes to access, “frame,” “mirror,” “scrape,” “crawl” or “spider” any content or services contained in the App;
* you will not use the App for any commercial or other purposes that are not expressly permitted by these Terms;
* you will not copy, store or otherwise access any information contained on the App for purposes not expressly permitted by these Terms;
* you will not interfere with or damage the App, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
* you will not impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
* you will not encourage any conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by us, may harm the Authority or Users of the App or expose them to liability;
* you will not promote any illegal activity, or advocate, promote, or assist any unlawful act in connection with your use of the App;
* you will not systematically retrieve data from the App to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
* you will not access, tamper with, or use non-public areas of the App, our computer systems, or any third-party provider system;
* you will not attempt to probe, scan, or test the vulnerability of any Authority system or network or breach any security or authentication measures;
* you will not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our providers; and
* you will not advocate, encourage, or assist any third party in doing any of the foregoing.

You acknowledge that we have no obligation to monitor your access to or use of the App, but that we have the right to do so for the purpose of operating the App, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

**Property Rights**

You understand and agree that the App and its entire contents, features, and functionality, including all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement (collectively, the “**Materials**”) are owned by the Authority, its licensors, affiliates or partners, or other providers of such Material and are protected in all forms by intellectual property laws.

The Authority name, the Authority logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Authority or its affiliates or licensors. You must not use such marks without the prior written permission of the Authority. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on the App are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of applicable laws and could subject the infringer to legal action.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, revocable, non-transferable right to access and use the App. You represent, warrant and agree that you will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the App or any Materials, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by the Authority or its licensors, except for the rights expressly granted in these Terms.

By making available any of your Content on or through the App, you hereby grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to create derivative works, sublicense, use, edit, view, copy, adapt, modify, distribute, license, sell, host, market, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, and otherwise fully exploit such Content on, through, or by means of the App as it currently exists or may be developed in the future. We do not claim any ownership rights in any such Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Content.

**General Disclaimer**

All information provided on the App is for general purposes, and the Authority suggests that you click ‘Contact Us’ on our website for any specific questions or concerns. The information is accurate as of the date it was posted on the App by the Authority, and the use of information on the App is at your own risk.

The App is provided on an “as is” basis, and the Authority makes no representations or warranties of any kind, expressed or implied, including as to the completeness or accuracy or timeliness of the information contained on the App, or the quality, merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement of the App. Without limiting the foregoing, the Authority makes no representations or warranties, expressed or implied, that the App will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Further, the Authority disclaims all warranties regarding the quality, suitability, safety of any product or service provided to you by any seller.

THE AUTHORITY SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY OR INJURY CAUSED TO YOU, INCLUDING ANY DIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS THE APP, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED IN THE APP, EVEN IF THE AUTHORITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

YOU ACKNOWLEDGE AND AGREE TO INDEMNIFY AND HOLD THE AUTHORITY AND ITS AFFILIATES, THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, SUPPLIERS AND SUCCESSORS HARMLESS IN CONNECTION WITH ANY CLAIM AND ANY DAMAGES OR EXPENSES ARISING FROM OR RELATED TO YOUR USE OF THE APP.

**Links to Third Party Sites**

The App contains links to third party sites. The Authority does not warrant or guarantee the accuracy of information on third party sites. The Authority does not endorse the companies or products to which it has provided such links, and such links to third party sites are for convenience only. If you decide to access of any of the third party sites linked to the App, you do so entirely at your own risk.

**Termination**

We may, in our discretion and without liability to you, with or without cause, with or without prior notice, and at any time terminate these Terms or your access to the App or the Services. Upon termination we will promptly remit to you any funds in our control that we reasonably determine are owed to you. In the event we terminate these Terms, or your access to the App or the Services or deactivate or cancel your User Account, you will remain liable for all funds due hereunder. You may cancel your User Account at any time by contacting us or following the prompts on the App. Please note that if your User Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the App, including, but not limited to, any reviews or feedback.

**Modifications to the Terms and Conditions and to the App and the Services**

We reserve the right in our sole discretion to revise and update these Terms from time to time, at any time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the App.

The information on the App, the App itself and the Services may be changed, withdrawn, made unavailable, restricted or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the App or the Services is changed, withdrawn, unavailable, restricted or terminated at any time or for any period.

**Governing Law and Choice of Forum**

These Terms will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of laws and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to the App or under these Terms will be instituted in the courts of the Province of British Columbia and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

**Waiver**

Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Severability**

If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Entire Agreement**

The Terms constitute the sole and entire agreement between you and the Authority regarding the App and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

**Contact**

The App is operated by the Authority and its service providers. If you have any questions regarding these Terms, or other feedback, comments, requests for technical support, and other communications relating to the App, the Authority suggests that you click ‘Contact Us’ on our website.