

## CONTRACT: PERSONAL | INDIVIDUAL & FAMILY

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### 1. DEFINITIONS

In this contract, the following definitions apply:

- a) **Member:** the person registered as the Member and, when not otherwise stipulated in this Contract, the Co-Member;
- b) **Co-Member:** any person who is registered as an added driver to the Contract for a Member, under a Family Membership;
- c) **Family Membership:** plan which allows adding one or more Co-Members to a single membership Contract;
- d) **Membership Plan:** offer giving access to one or more plans or privileges under specific conditions;
- e) **DUO auto+bus:** Membership Plan which allows for combining a transit membership and a Communauto membership under variable conditions in accordance with the Transit Corporation;
- f) **Transit Corporation:** Any transport authority providing public transit services as identified by Communauto;
- g) **Managed Transit Pass:** transit pass which is sent, managed and paid by Communauto, which acts as intermediary between the Member and the Transit Corporation;
- h) **Unmanaged Transit Pass:** transit pass the Member obtains from and pays directly to the Transit Corporation which manages it;
- i) **Contract:** this Membership Contract;

- j) **Rules and Regulations:** all the rules of operation contained in the “Rules and Regulations” and its Appendices, Rates and Membership Plans terms of use, as well as any other guidelines issued from time to time by Communauto to ensure the proper operation of the service.

## 2. PURPOSE OF THE CONTRACT

- 2.1 This Contract is a membership contract for the carsharing service offered by Communauto. It does not in itself confer any right of use of Communauto’s vehicles. The Member acquires the right to use the service only by registering for one of the Membership Plans available to Communauto members at that time and by paying the corresponding fees, if applicable.

## 3. ELIGIBILITY

- 3.1 To be eligible to the service, the Member must satisfy and comply with all the criteria set out hereinafter. He must:

3.1.1 be a private individual;

3.1.2 be at least 19 years old and hold a valid driver’s license, minimum class 5 or equivalent, or join as a Co-Member as part of a Family Membership in which case there is no minimum required age. The Co-Member must reside at the same address as the Member at the time of registration;

3.1.3 have a good credit record as defined by Communauto;

3.1.4 attach one (1) recent picture (passport size or other, provided the resolution is good) and one (1) copy of his driver’s license to his application form;

3.1.5 in the 30 days following his registration, provide Communauto with an original recent copy (no more than 3 months old) of his [Driver’s record](#) from the Société de l’assurance-automobile du Québec (SAAQ) and of his record from the Quebec -

- 3.2 Communauto reserves the right to add criteria specific to certain Membership Plans, to change registration criteria and to require other eligibility criteria by sending the Member a written notice setting out the changes or additions to the criteria listed above. If the Member does not meet these new eligibility criteria, or if he refuses to comply with them, the Contract shall automatically and immediately be terminated without further notice or official notification.

- 3.3 Satisfying the eligibility criteria mentioned in Article 3.1 does not automatically give a person the right to become a Communauto Member. Member eligibility is subject to approval of his application by Communauto after a complete review of his file, in accordance with the eligibility criteria laid out by Communauto.

## 4. TERM AND TERMINATION OF THE CONTRACT

- 4.1 Subject to certain specific provisions allowed by the Membership Plans, this Contract, may be terminated at the Member’s request or for any of the grounds mentioned in Article 5.

### 4.2 Membership with refundable membership bond

Minimal Contract duration is of one (1) year for Memberships Plans that require the payment of refundable membership fees (see Article 8).

After this duration, either of the parties may terminate it at any time by giving three (3) months' written notice. Compliance with the one (1) year deadline as well as three (3) months' notice is needed before any reimbursement of membership fees.

#### **4.3 DUO auto+bus**

As part of a DUO auto + bus membership, the minimum Contract duration is of one (1) year in the case of an Unmanaged Transit Pass. For Managed Transit Pass, the minimum Communauto and Transit Corporation membership duration is of twelve (12) consecutive months starting on purchase of the first Fare stated in the Contract.

After this duration, a Member may terminate its membership with Communauto and the Transit Corporation for any reason by giving a written notice. Communauto must receive it no later than the third (3<sup>rd</sup>) day of the month preceding the termination.

In the event of non-compliance by the Member with the minimum duration of the Contract, whether by default of payment, eviction or any other reason, a penalty of \$ 50 will be charged to the Member.

### **5. CANCELLATION**

**5.1** The Contract shall be automatically and immediately cancelled, without notice, on the death of the Member.

**5.2** Subject to all its other rights and recourses, Communauto may, at any time, by giving five (5) days' notice, cancel the Contract if the Member fails to pay any sum due under the Contract or the Rules and Regulations.

**5.3** Subject to all its other rights and recourses, Communauto may, at any time, without further notice or official notification and by simple notification, cancel the Contract if the Member does not comply with any term or condition specified in the Contract or the Rules and Regulations or, by his actions, state of health or driving record, runs counter to Communauto's interests.

**5.4** In case of cancellation, the Member agrees to immediately return any article belonging to Communauto that he might have in his possession to Communauto. Moreover, the Member agrees to pay any collection fees, if any, necessary to recover any amounts due under this Contract or the Rules and Regulations.

### **6. COMMUNAUTO'S LIMITED RESPONSIBILITIES**

**6.1** Communauto may not be held responsible for any loss of, or damage to, any goods in or on the vehicle.

**6.2** Communauto may not be held responsible for any direct or indirect damage arising from the reservation, non-availability, supply, operation or use of a vehicle.

**6.3** Communauto may not be held responsible for direct or indirect damage or injuries arising from the use of vehicle accessories supplied by Communauto, or one of its suppliers (luggage racks, bicycle racks, baby seats, etc.). The Member is responsible for the safe installation of such accessories and must check their condition before each use.

## 7. PENALTIES

Subject to all its other rights and recourses set out in the Contract and the Rules and Regulations, Communauto reserves the right to impose penalties on the Member, in case of non-observance by the Member of any provision of this Contract or of the Rules and Regulations, in the manner and amounts specified in the Rules and Regulations.

## 8. REFUNDABLE MEMBERSHIP BOND

*This Article applies only if the Member joins as part of a Membership Plan with a refundable membership bond.*

**8.1** The amount to be paid for the refundable membership bond is of five hundred dollars (\$500) for one person and seven hundred fifty dollars (\$750) for a Family Membership.

Communauto reserves the right to modify the required membership fee by sending a written notice to that effect. If the Member refuses to comply with the new Communauto policy regarding the membership fees payable to access the service, the Contract shall be automatically and immediately cancelled, without further notice or demand.

**8.2** The Member agrees on the full amount of his membership fees being used by Communauto as part of its activities and, more specifically, but without limiting the generality of the above, for the financing and purchasing of new vehicles.

**8.3** No interest is calculated or paid on membership bonds.

**8.4** At expiration or upon termination of the Contract, membership bonds are refunded to the Member, subject, however, to a compensation that may take place between the parties with respect to any amount due by the Member to Communauto under the Contract or the Rules and Regulations.

**8.5** If membership bonds are not enough to cover the debt of the Member towards Communauto, the latter reserves all rights and recourse to recover the full amount.

**8.6** Membership bonds reimbursement, if applicable, is also subject to the following claims delay:

**8.6.1** reimbursement is made in a single payment on the Contract termination date, unless there are reasonable grounds to believe that, because of this, Communauto could not discharge its liabilities when due;

**8.6.2** if there are reasonable grounds to believe that, because of reimbursement, Communauto could not discharge its liabilities when due, the membership fees reimbursement is made according to the following priorities and in chronological requests order within each priority:

- (a) termination pursuant to Article 3.2 and 8.1;
- (b) termination pursuant to Article 4.2;
- (c) termination pursuant to Article 5.1;
- (d) other cases of termination.

## 9. DUO AUTO+BUS

*This Article applies only if the Member joins as part of the DUO auto + bus membership.*

### 9.1 Communauto monthly fee

- 9.1.1** The Communauto monthly fee includes Communauto's Value Plan cost and exempt the Member from paying for a membership bond. To enjoy the privileges granted by another plan, the Member must register by paying the relating costs in addition to the monthly fee.
- 9.1.2** At any time, Communauto reserves the right to change the Communauto monthly fee by sending the Member a one (1) month notice. If the Member refuses to comply with the new policy, the Member may, invoke those grounds for early Cancellation. A written notice must be provided by the Member to Communauto no later than the third (3<sup>rd</sup>) day of the month preceding the cancellation.

## **9.2 Payment Terms**

- 9.2.1** The Member agrees for the cost of each monthly Transit Pass managed by Communauto, if any, and the monthly Communauto fee (with the exception of the first installment which is payable at registration), to be charged in advance by Communauto, every month.

## **9.3 Transit Pass Managed by Communauto**

*This Article applies only if the Member's Transit Pass is managed by Communauto.*

- 9.3.1 Registration date:** In the case of a Managed Transit Pass, the application must be completed and have been treated by our team no later than the third (3<sup>rd</sup>) day of the month preceding the month referred to delivery of the first Transit Pass. For any new subscription request processed after that date, issuing of the first Transit Pass is postponed to the following month. The Member may still use Communauto vehicles in the meantime.
- 9.3.2 Transit Pass Modification:** If applicable, the Member must notify Communauto in writing of any change of Transit Pass type during an ongoing subscription. The written notice must be received by Communauto no later than the third (3<sup>rd</sup>) day of the month preceding the month of reference.

### **9.3.3 Transit Pass Suspension**

Notwithstanding Article 4.3, Communauto may, before the expiration of the minimum period of twelve (12) months provided for in the Contract, suspend or terminate a subscription without penalty in the following cases:

- a move or a change of the Member's main place of work making travel by the Transit Corporation network impossible or extremely difficult;
- unpaid leave or sick leave exceeding twenty (20) working days;
- maternity leave, parental leave or retirement;
- dismissal, resignation or termination of an employment contract.

When a Member obtains an authorization for a suspension, he must reactivate his subscription on or before the twelfth (12<sup>th</sup>) month following the suspension. If the subscription fails to be reactivated, the minimum twelve (12) months subscription period provided for in Article 4.3 starts running from this moment with all obligations attached.

**9.3.4** The price of the Transit Pass managed by Communauto must be paid towards Communauto and is equal to the price of this Pass, for that month, minus any discount offered by the Transit Corporation and / or Communauto, when applicable. At any time during the term of the Contract, the Transit Corporation reserves the right to change the price of transit fare, users categories as well as eligibility criteria for the DUO auto + bus.

## **10. FINAL PROVISIONS**

### **10.1 On-board computers**

For purposes of control and billing, Communauto vehicles are equipped with on-board computers which include an automatic engine disabler, and a tracking system linked to the global positioning system (GPS). This system allows Communauto to track its vehicles at all times in real time, or after the fact. The Member declares that he has been made aware of this policy through the present provision in the Contract and that he accepts it.

### **10.2 Joint and Several Liability**

Under this Contract, the Co-Member undertakes exactly the same commitments as the Member. The Member and all the Co-Members are jointly and severally responsible for their commitments to Communauto and for any claim or other action Communauto might take against them.

### **10.3 Changes**

Subject to certain specific provisions allowed by this Contract, the parties recognize that no changes may be made to this Membership Contract unless agreed to by the parties. Moreover, Communauto reserves the right to change, from time to time, when it deems it useful or necessary and with prior notice, the rates, Membership Plans terms of use and the Rules and Regulations.

### **10.4 Assignment**

The rights granted by this Contract and the Rules and Regulations are not assignable or transferable to third parties, in whole or in part.

### **10.5 Tolerance**

Acceptance by Communauto of any failure by the Member shall not affect or alter Communauto's rights regarding any subsequent failure, whether of the same or of a different nature. If either party should waive, neglect or delay the exercise of a right or recourse provided by this Contract, this shall never be interpreted against said party as a renunciation of its rights and recourses, as long as the conventionally or legally prescribed time for exercising such a right or recourse has not expired.

### **10.6 Partial Invalidity**

Each provision of the Contract and of the Rules and Regulations is distinct and separate. Therefore, any decision by a court under which any of the provisions contained in the said documents is declared null, invalid or unenforceable shall in no way affect the validity, nature or enforceability of any other provision.

### **10.7 Gender and Number**

Where required by the context, the masculine gender used herein includes the feminine and vice-versa and the singular includes the plural and vice-versa, this for the sole purpose of simplifying the text.

### **10.8 Explanations and Comprehension**

The Member declares to Communauto that he has taken all reasonable and prudent measures to ensure that he has correctly understood the nature of the Contract and of Rules

and Regulations as well as each and every one of his commitments and obligations. In the event that the French and English versions do not concur, the French version shall prevail.

**10.9 Applicable Laws**

This Contract and the Rules and Regulations are governed by the laws in force and applicable in the Province of Quebec and shall be interpreted according to those laws.