

Rules and Regulations

1. Authorized drivers
 - a. Only the Member named in the Membership Contract may operate a booked Automondial Shared Mobility vehicle.
2. Prohibited uses
 - a. The Member warrants and agrees that the vehicle shall not be operated:
 - i. In violation of any law, ordinance, rule or regulation of any governmental legislative body, agency or tribunal having jurisdiction that may be applicable and more specifically.
 - ii. To push or tow any other vehicle, to carry persons for hire, or to transport weight in excess of the maximum payload capacity.
 - iii. By any person other than the Member.
 - iv. By any person who is under the influence of intoxicants or drugs, or has been convicted of careless driving or any other criminal code driving offence within the prior three years.
 - v. In excess of applicable speed limits; in a reckless or abusive manner; in any race or speed contest; off-road; improperly loaded; in areas of insufficient width or height; on a flat tire; in areas of strike, labor or civil disorder; in any country other than Canada; or to transport another vehicle.
 - vi. By any person who has given fictitious name or false address.
 - vii. The Member agrees to notify Automondial Shared Mobility before any change of driver, to arrange for Automondial to safety check any such additional driver, and not to permit any driver not approved by Automondial to operate the vehicle.
 - viii. The Member acknowledges that any subletting or reletting of the vehicle is expressly prohibited.
 - ix. The Member acknowledges and agrees that Automondial Shared Mobility has made no express warranties, and disclaims all implied warranties with respect to the vehicle, including the warranty of fitness for a particular purpose.
3. Vehicle reservations
 - a. The Member must always book a vehicle before using it.
 - b. A reservation can be made up to 30 days in advance.
 - c. Bookings may be created for any period between one hour and one year, increasing by fifteen-minute increments. The minimum booking is one hour.
 - d. Reservations are to be made expressly through the Automondial Shared Mobility application, available via the Google Play Store and the Apple App Store.

- e. The Member may choose the model of vehicle they would prefer to reserve for their booking. Automondial Shared Mobility reserves the right to allocate the Member a vehicle within the same category if the chosen vehicle if the chosen vehicle is not available.
 - f. The Member may cancel a reservation/booking via the app up to the start time of their booking without charge. After the start of the booking, the Member may still cancel via the app for a fee.
 - g. The Member may extend a reservation/booking via the app. Limitations due to future bookings of that Automondial Shared Mobility vehicle may apply.
 - h. If the Member wishes to extend their time with a vehicle, they must extend their booking via the app. Returning a vehicle late will result in late fees being incurred.
 - i. Bookings may not be made for longer than thirty (30) days. The vehicle must be returned to its ASM parking spot, and the booking must be ended via the app.
4. Member responsibilities while starting and ending a booking of an Automondial Shared Mobility vehicle
- a. The Member is responsible to locate their booked vehicle in its assigned Automondial Shared Mobility parking spot, and complete a 360° inspection of the vehicle to report any damage before their trip begins via the app.
 - b. The Member is responsible to evaluate the interior cleanliness of the vehicle upon the start of their trip, reported via the app.
 - c. Regarding cleanliness and damage, the Member is responsible to return the vehicle at the end of their booking in the same condition they picked it up in.
 - i. The ASM vehicle must be returned in good, working order.
 - d. When ending a booking, the Member must ensure the vehicle is off, the doors are locked, and the windows are closed.
 - i. Some ASM vehicles have keys available for convenience during longer bookings; these keys must be returned to their magnetic holder at the end of the booking.
 - ii. If the Member does not return the vehicle to its assigned parking area and end their booking via the app punctually, the Member must inform ASM as soon as possible. The Member will be charged for the period between the end of their booking and the time at which the issue is rectified. If ASM is required to intervene to resolve the issue, or if a third-party service is used to rectify the issue, the Member will be responsible for the associated costs.
5. Use of vehicle
- a. Refueling (gas-powered vehicles)
 - i. Fuel is included in the cost of the booking.
 - ii. It is the Member's responsibility to fill the vehicle's tank with fuel if it falls below $\frac{1}{4}$ tank during their booking. The fleet fuel card is located in the glove box, along with specific instructions on its use. Note that the fleet fuel card will only work for fuel purchases at chain gas stations.
 - b. Recharging (EVs)

- i. Charging is included in the cost of the booking.
 - ii. The Member is responsible to return the EV with at least 50km of range. If the vehicle is below ½ charged, the Member is responsible to tap the charging card and plug in the vehicle when they return it at the end of their trip. The charging card is located in the glove box, along with specific instructions on its use. Note that the charging card will only work with specific EV chargers.
 - c. Washer fluid
 - i. Automondial Shared Mobility vehicles stationed at dealerships have their washer fluid filled every two weeks. If a Member runs out of washer fluid mid-trip:
 - 1. The Member can stop in at any dealership station on the app map and ask the Service department to fill the washer fluid.
 - 2. The Member can contact Automondial Shared Mobility by phone to get a purchase approved, and purchase washer fluid. The Member can send the receipt to info@automondial.ca with their name and vehicle's licence plate for reimbursement.
 - d. Low tire pressure warning light
 - i. Visually inspect all four tires to see if you can determine if there is a significantly flat tire. Contact ASM for further direction.
 - 1. If the vehicle is on winter tires, this light may be normal. Certain vehicles may not have tire pressure monitoring systems in their winter tires, resulting in a warning light.
 - 2. If the vehicle is safe to drive, the Member may fill the tire at a gas station, or visit one of ASM's partner dealerships to have the tire inspected and filled.
 - 3. If the vehicle is unsafe to drive, the Member will be directed to call Roadside Assistance.
 - e. Expenses
 - i. If a Member will incur an expense related to the ASM vehicle they are driving, they must contact ASM in advance to have that expense approved for reimbursement.
 - ii. The receipt must be submitted to info@automondial.ca with the Member's name and the vehicle's plate number.
 - iii. If not stated by ASM, the limit for a reimbursement is \$100.
 - iv. Reimbursements are processed by cheque.
- 6. Issues with vehicles
 - a. Collision or damage to the vehicle
 - i. Call 911/police as necessary first.
 - ii. Contact Automondial Shared Mobility for further direction.
 - iii. Any repair decisions will be made by ASM, including what shop will be used.
 - iv. If the member is at-fault in the accident: potential termination of membership.

- v. Process for collision involving damages in Ontario:
 - 1. Call 911/police as necessary.
 - 2. Contact customer service.
 - 3. Police report required if damage is greater than \$2000.
 - a. Note that most accidents have damage in excess of \$2000 as damage may be done below the surface bodywork of the car to things like sensors and frames.
 - 4. Take note of the following:
 - a. date, time, place and circumstances of the accident;
 - b. the license plate numbers of the vehicles involved, the models and years, their vehicle identification numbers, as well as the insurance certificate numbers (with the names and addresses of the insurance companies), and the names of the insured parties;
 - c. the names, addresses, phone numbers and driver's licence numbers of the parties involved in the accident;
 - d. the names and addresses of the owners of the cars (if the drivers are not the owners);
 - e. the names, addresses and phone numbers of witnesses, if any (indicate if these were passengers of the vehicles involved);
 - f. a description of the damages to the vehicles;
 - g. the signatures of all drivers involved.
 - b. Roadside Assistance
 - i. All ASM vehicles have roadside assistance available via the manufacturer. The relevant phone number is available in the vehicle pamphlet located in the glove box, or by calling ASM. The Member must contact ASM if they are using roadside assistance so ASM can coordinate and help the Member into a new vehicle (as needed). Roadside assistance can be used for incidents such as:
 - 1. Flat tire
 - 2. Dead battery
 - 3. Breakdown
7. Returning a vehicle and ending a booking
- a. The Member should return the ASM vehicle to the spot they picked it up from, or an adjacent Automondial Shared Mobility parking spot.
 - i. The Member is responsible for any fines related to improper or illegal parking. If an ASM spot is not available, call ASM for support.
 - b. Before leaving the vehicle, the Member must ensure they have collected all their belongings and any trash, leaving the vehicle as clean as they found it.
 - c. Checklist for ending a booking:
 - i. Ensure the ASM vehicle is in Park, the windows and sunroof are closed, and the ignition is off.

- ii. If you have a key for the vehicle, return it to the magnet holder in the glove box.
- iii. Ensure you have taken your belongings and any trash with you.
- iv. Exit the ASM vehicle and tap “End Trip” or “End Booking” in-app.
- v. Verify the doors locked on the vehicle.

8. Insurance

- a. When using an Automondial vehicle, the Member is covered by the following agreements:
 - i. Third-party liability: it is agreed that the comprehensive insurance coverage is provided as indicated below and in an amount that is acceptable to Automondial, subject to a deductible charged to the Member that will not exceed \$1000, for which the Member will be responsible (except to the extent the Member’s responsibility is reduced pursuant to the collision damage waiver if applicable).
 - ii. Collision: it is agreed that the collision insurance coverage is provided as indicated below and in an amount that is acceptable to Automondial, subject to a deductible charged to the Member that will not exceed \$1000, for which the Member will be responsible (except to the extent the Member’s responsibility is reduced pursuant to the collision damage waiver if applicable).
- b. Member responsibility
 - i. Regardless of deductible the member has chosen, the Member is responsible for the full value of any damage caused to a vehicle that is not covered by Automondial’s insurance policy, or the vehicle’s manufacturer’s warranty. The Member is responsible for any damaged caused by an animal, and for any stains/marks caused by an animal, or otherwise caused that requires specific cleaning (i.e., drink or food spills, etc.).
 - ii. The Member is responsible for any damage to the vehicle that is not covered by Automondial’s insurance policy, or by the vehicle’s manufacturer’s warranty. This includes the Member:
 - 1. Using a vehicle in a way or for purposes that are prohibited
 - 2. Failing to abide by any rule or regulation outlined in this document
 - 3. Using a vehicle negligently. Filling the vehicle with the wrong type of fuel, failing to follow the vehicle instructions outlined in the owner’s manual, etc.
 - 4. Failing to secure the vehicle when the Member is not in the vehicle during or at the end of a booking
 - a. i.e., not locking doors, closing windows, removing the keys from the vehicle when exiting, etc.
 - 5. Failing to advise Automondial of any theft, vandalism, collision, or damage to Automondial’s vehicle, within a maximum of twenty-four hours

- c. The Member may only drive or use Automondial vehicles within Canada.
- 9. Tickets and Infractions
 - a. The Member is responsible for any parking or traffic ticket received during the period of use of a vehicle.
 - i. An administrative fee will apply when Automondial is required to process a parking or traffic ticket on the Member's behalf. Any tickets or notices that are sent to Automondial directly are automatically subject to the administration fee. See the Fees appendix for details.
 - b. At the end of the booking, the Member must park the vehicle in the place they received the car from, or the location otherwise outlined by Automondial staff. If the Member fails to do this, the Member will be held liable for all costs incurred by Automondial for any parking/traffic ticket, or towing caused by the Member's parking decision. Automondial may instruct the Member to remove the vehicle from a restricted area. Any intervention by Automondial to resolve the problem (or intervention by a third-party service) will be billed to the Member. See the Fees appendix for details.
- 10. Billing
 - a. Invoicing and payment processing for the use of Automondial vehicles, excluding additional fees (see the Fees appendix) is done automatically at the end of each booking. The amount invoiced will be charged to the Member's credit card.
 - i. Additional fees incurred will be charged within one week of the end of the booking, with the exception of tickets/fines that will be billed to the Member when ASM is notified of the charges.
 - b. Payment methods
 - i. Payment via Visa, Mastercard, and American Express is accepted.
 - c. Pre-Payment: Automondial Shared Mobility reserves the right to automatically charge the amount corresponding to the cost of any already-elapsed period of an ongoing booking that is longer than 72 hours in length.
- 11. Non-compliance, fees, and termination of contract
 - a. In the event of non-compliance with any aspect of this contract and its appendices wherein a fee applies (see the Fees appendix), the Member agrees to pay Automondial Shared Mobility the amount indicated, plus any costs.
 - b. Automondial reserves the right to modify the terms and conditions stipulated in this appendix when it deems it useful or necessary.
 - c. Automondial reserves the right to cancel the Member's Membership Contract if the Member does not comply with any terms and conditions outlined in the Membership Contract, this appendix, or another.