

Membership Contract

Individual membership

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Definitions

In this contract, the following definitions apply:

- a) **Automondial:** designations Automondial Canada Inc., a legal entity offering carsharing services in Canada. Also known as Automondial Shared Mobility.
- b) **Contract:** refers to the general and specific conditions of this Membership Contract and its Appendices.
- c) **Rules and Regulations:** refers to all the operating rules of Automondial for the use of vehicles contained in the Rules and Regulations and its Appendices, and the rules specific to the different Membership Plans including their fee schedules, as well as any other policy or directive issued from time to time by Automondial to ensure the proper operation of service.
- d) **Membership plan:** offer giving access to one or more plans or privileges with Automondial under specific conditions.
- e) **Member:** refers to the Member who initiated the Membership, and who is the person responsible under the Contract for themselves.
- f) **Annual Membership Fee:** refers to the annual amount payable which is required for access to certain Membership Plans.

Purpose of the Contract

- 2.1 This Contract is a membership contract for the carsharing service offered by Automondial. It does not in itself confer any right of use of Automondial's vehicles. The Member acquires the right to use the service only by registering for one of the Membership Plans available to Automondial members and by paying the corresponding fees, as applicable.
- 2.2 The Member agrees to comply with Automondial's Rules and Regulations.
- 2.3 By signing or using online acceptance of the Contract, the Member gives Automondial the right to bill or debit all amounts due in the Member's account. This includes any costs resulting from vehicle theft or damage, fines, and/or legal fees, and any other fee that applies from the Contract or Rules and Regulations.
- 2.4 Amounts due are payable by automatic withdrawal from the Member's bank account, or from the Member's specified payment card.

Eligibility

- 2.5 To be eligible for Automondial's carsharing services, the Member must satisfy and comply with all the criteria below. The Member must:
 - 2.5.1 Be at least 25 years of age.

- 2.5.1.1 Hold a valid G-level driver's licence or higher from the province of Ontario.
- 2.5.2 When applying, provide one copy of their valid driver's licence and one selfie-style photo or video of themselves for verification.
- 2.5.3 Provide a valid primary payment method from those accepted by Automondial.
- 2.5.4 Have a good credit record.
- 2.5.5 Provide a recent copy (maximum three months old) of their driving record, or consent to Automondial retrieving a copy of their driving record.
- 2.5.5.1 In Ontario: a three-year uncertified driver's record from ServiceOntario. After an Ontario resident applies for membership, Automondial will obtain the applicant's three-year uncertified driver's record from Service Ontario. After reviewing the uncertified driver's record, Automondial will approve or decline membership status, and notify the applicant of their membership status.
- 2.6 Automondial reserves the right to add or change specific criteria to certain Membership Plans and to certain categories of users, to change registration criteria, and to require other eligibility criteria. If the Member does not meet the updated eligibility criteria, or if the Member chooses not to comply with them, the Contract shall automatically and immediately be terminated.
- 2.7 Meeting the above eligibility criteria does not give a person the right to become a Member. Automondial reserves the right to review the applicant's complete file and approve new Members.

Term and Termination of the Contract

- 2.8 The Contract runs from the date of entry into force for an indefinite period.
- 2.9 Subject to the provisions within the Membership Plans, the contract may be terminated at the Member's request, for any reason mentioned in the Automatic Cancellation section of this Contract, or at Automondial's express decision.
- 2.10 In the case of contract cancellation by any party, Annual Membership Fees are not refundable.
- 2.11 In the case of contract cancellation by any party, the Member agrees to return any property they have in their possession that belongs to Automondial. The Member agrees to pay any collection fees, if applicable, to recover any property or amounts due under this Contract.

Automatic Cancellation

- 2.12 The Contract shall be immediately cancelled without notice on the death of the Member.
- 2.13 Automondial may, at any time, cancel the Contract with notice if the Member fails to pay any sum due under the Contract.

2.14 Automondial may, at any time, cancel the Contract with or without notice if the Member does not adhere to all the terms and conditions in the Contract and its appendices.

3 Automondial's Limited Responsibilities

3.1 Automondial may not be held responsible for the loss or damage of any goods in or on the vehicle.

3.2 Automondial may not be held responsible for any damage arising from the reservation, non-availability, supply, operation, or use of a vehicle.

3.3 Automondial may not be held responsible for damage or injury resulting from the use of vehicle accessories supplied by Automondial or one of its suppliers (i.e., roof racks, cargo boxes, etc.). The Member is responsible for the safe installation of such accessories.

Fees and Investigations

3.4 Subject to the terms in this contract, its appendices, and Automondial's Rules and Regulations, Automondial reserves the right to apply fees to the Member's account in the case of the Member not observing any of the provisions in the Contract and Rules and Regulations, according to the fee structure appendix.

3.5 Where is required by law, when requested by the authorities, Automondial will collaborate in any investigation and provide the information requested if a Member is suspected of having committed an offence.

Personal Data

3.6 Any collection, use, or transmission of personal information provided to Automondial will be done in accordance with the laws in force where the head office is located (Ottawa, Ontario, Canada).

3.7 Automondial reserves the right to provide personal information to any organization mandated by it to carry out accounts receivable collections on its behalf.

Final Provisions

3.8 **On-board telematics devices:** to monitor and control the vehicle, and for billing, Automondial's vehicles have on-board telematics devices which include an engine immobilizer and collect location data. The system is used to allow Automondial to monitor its vehicle whereabouts at all times. The Member acknowledges that they have been informed of this and they accept it.

3.9 **Contract changes:** other than certain provisions allowed by this Contract, the parties agree that no changes may be made to this Contract unless agreed to by both parties.

Automondial reserves the right to change the rates and conditions of any Membership Plan with prior notice, as well as the Rules and Regulations.