

Membership Contract (Open Plan)

Updated July 7, 2015



BETWEEN

Subscriber FIRST NAME: _____ LAST NAME: _____ MEMBERSHIP NUMBER N°: _____

ADDRESS: _____ INTERSECTION: _____

CITY: _____ POSTAL CODE: _____

HOME TEL.: (_____) _____ OTHER TEL. (specify) _____ (_____) _____

OCCUPATION / PROFESSION: _____ EMPLOYER: _____ TEL: (_____) _____

CONTACT IN CASE OF ACCIDENT: _____ TEL: (_____) _____

DRIVER'S LICENCE N°: _____ PARKING STATIONS: _____

EMAIL: _____

HEREINAFTER CALLED "THE SUBSCRIBER"

AND

COMMUNAUTO INC.,

Legally incorporated with head office located at 1117 Sainte Catherine Street West, Suite 806, Montreal, Quebec, H3B 1H9
www.communauto.com

hereinafter called "Communauto"

1. DEFINITIONS

In this contract, the following definitions apply.

- a) Subscriber:** the person registered as the subscriber.
- b) Contract:** this Subscription Contract and its schedules.
- c) Regulations:** all the rules of operation contained in the Rules and Regulations for the use of vehicles and its schedules, as well as any other guidelines issued from time to time by *Communauto* to ensure the proper operation of the service.

from the Fichier central des sinistres automobiles du Québec (Quebec Automobile Accident Central Registry);

- 3.2** *Communauto* reserves the right to change these criteria and to impose other eligibility criteria when renewing the Subscriber's Plan by forwarding to him written notice setting out the changes or additions to the criteria listed above.

If the Subscriber does not meet these new eligibility criteria, or if he refuses to comply with them when renewing his Plan, the Contract shall be automatically and immediately terminated without further notice or official notification.

- 3.3** Satisfying the eligibility criteria mentioned in sub-clause 3.1 does not automatically give a person the right to become a *Communauto* Subscriber. Acceptance of the person's subscription is subject to approval of his application by *Communauto* after a complete review of his file, in accordance with the eligibility criteria specified in the Regulations.

2. PURPOSE OF THE CONTRACT

- 2.1** This Contract is intended for subscribers who have selected the an Open Plan. This Contract is a subscription contract for the vehicle-sharing service offered by *Communauto*. It does not in itself confer any right of use of *Communauto's* vehicles. The Subscriber acquires the right to use vehicles belonging to *Communauto* only by registering for one of the Plans available to *Communauto* subscribers at that time and by paying the corresponding fees.
- 2.2** Only the packages offered to Open Plan subscribers, according to *Communauto's* policy in effect at the time of the plan selection regarding this category of subscriber, are available in accordance with this Contract.
- 2.3** *Communauto* has, and shall retain, ownership of the Subscriber's membership card, of the key to the key boxes and of any other item it puts at the Subscriber's disposal during the term of this Contract.

4. COMMUNAUTO'S LIMITED RESPONSIBILITIES

- 4.1** *Communauto* may not be held responsible for any loss of, or damage to, any goods in or on the vehicle.
- 4.2** *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.
- 4.3** *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 Subscriber is responsible for the safe installation of such accessories and must check their condition before each use.

3. ELIGIBILITY

- 3.1** To be eligible for the vehicle-sharing service, the Subscriber 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 20 years old and hold a valid driver's licence, minimum class 5;
 - 3.1.3** 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

5. TERMS AND TERMINATION OF THIS CONTRACT

- 5.1** The Contract will remain active for an indeterminate period, unless the Subscriber requests to cancel the Contract or by other reasons as specified in clause 6.
- 5.2** Request of termination of Contract by a Subscriber must be sent by written consent to *Communauto*, in which will be effective immediately, unless otherwise stated by the Subscriber.

6. CANCELLATION

- 6.1** The Contract shall be automatically and immediately cancelled, without notice, on the death of the Subscriber.
- 6.2** Subject to all its other rights and recourses, *Communauto* may, at any time, by giving five (5) days' notice, cancel the Contract if the Subscriber fails to pay any sum due under the Contract or the Regulations.
- 6.3** 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 Subscriber does not comply with any term or condition specified in the Contract or the Regulations or, by his actions, state of health or driving record, runs counter to *Communauto's* interests.
- 6.4** In case of cancellation, the Subscriber agrees to immediately return to *Communauto* his membership card, the key to *Communauto's* key boxes, any vehicle or any other article he might have in his possession under this Contract or the Regulations. Moreover, the Subscriber agrees to pay any legal fees, court costs or costs of other legal procedures necessary for *Communauto* to recover any money due, key to the boxes, vehicle or other object the Subscriber might have in his possession under this Contract or the Regulations.
- 6.5** Termination of the Contract, for any of the reasons set out in this clause, automatically and immediately ends the Subscriber's Plan, without further notice or official notification.

7. PENALTIES

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

8. FINAL PROVISIONS

8.1 On-board computers

For purposes of control and security, *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*, in particular, to track its vehicles at all times (in real time, or after the fact) throughout North America. The Subscriber declares that he has been made aware of this policy through the present provision in the Contract, and that he accepts its use and application upon signing the Contract.

8.2 Changes

Subject to certain specific provisions allowed by this Contract, the parties recognize that no changes may be made to this Subscription Contract unless agreed to by the parties and attested to in writing. Moreover, *Communauto* reserves the right to change, from time to time, when it deems it useful or necessary and without prior notice, the schedules to this Subscription Contract and the Regulations.

8.3 Assignment

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

8.4 Tolerance

– Acceptance by *Communauto* of any failure by the Subscriber shall not affect or alter *Communauto's* rights in regard to 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.

8.5 Partial Invalidity

Each provision of the Contract and of the 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.

8.6 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 and, in those cases, the rest of the sentence or sentences concerned shall be interpreted as though the required grammatical or terminological changes had been made.

8.7 Explanations and Comprehension

The Subscriber declares to *Communauto* that he has received all reasonable explanations required of the content of this Contract and of the Regulations currently in force and that he has taken all reasonable and prudent measures to ensure that he has correctly understood 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.

8.8 Applicable Laws

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

SCHEDULES

The following Schedules constitute an integral part of this Contract:

Schedule 1/Annexe 1: Fee Structure and Plan Registration

Schedule 2/Annexe 2: Registration of keys

Schedule 3/Annexe 3: Choice of deductible in case of an accident for which the Subscriber is responsible

IN WITNESS OF WHICH, the parties have signed in _____, this _____ day of _____ 20 _____

SUBSCRIBER