

# Dual Subscription Contract

## Communauto / STM

Updated October 25, 2016



### BETWEEN

**Subscriber** FIRST NAME : \_\_\_\_\_ LAST NAME : \_\_\_\_\_ MEMBERSHIP N° : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CITY : \_\_\_\_\_ POSTAL CODE : \_\_\_\_\_

**Subscriber"**

hereinafter called "The

### AND

**Communauto inc.,**

Legally incorporated with head office located at 1117 Sainte-Catherine Street West,  
Suite 806, Montreal, Quebec, H3B 1H9 · www.communauto.com · 514 842-4545

hereinafter called "*Communauto*"

## 1. DEFINITIONS

In this Contract, the following definitions apply:

- a) **Subscriber**: the person who registers as a Subscriber as part of this dual subscription offer;
- b) **Communauto Monthly Fee**: the fee charged to the Subscriber every month by Communauto for access to its service;
- c) **Contract**: this subscription contract and its schedules;
- d) **Communauto Rules**: all the operating rules contained in Communauto's "Rules and Regulations for the use of vehicles" and its schedules, as well as any other directive that *Communauto* may issue from time to time to ensure the proper operation of its service.
- e) **Transport Company**: the Société de transport de Montréal (STM);
- f) **DUO auto + bus**: the program which provides subscription to the services of both the Société de transport de Montréal and *Communauto*;
- g) **Transport Pass or Transport Passes**: the eligible monthly transport passes issued by the Transport Company.
- h) **STM Discount**: The monthly discount offered by the STM and applied on the transport pass.

- 3.3 *Communauto* reserves the right to modify these eligibility criteria and to impose other eligibility criteria by sending the Subscriber a written notice specifying 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, the Contract may be automatically and immediately terminated, without further notification or formal notice.

## 4. REGISTRATION DEADLINE AND MODIFICATIONS

- 4.1 The Contract must be received by *Communauto* and ratified no later than the fourth (4<sup>th</sup>) day of the month preceding the month for which the first Transport Pass is to be delivered. Any subscription request received after this date will be postponed to the following month as far as delivery of the Transport Passes is concerned. The Subscriber may nonetheless use *Communauto* vehicles during this delay.
- 4.2 During the term of his subscription, the Subscriber must advise *Communauto* of any change regarding the type of Transport Pass to be delivered. Written notification must be received by *Communauto* no later than the fourth (4<sup>th</sup>) day of month preceding the month when the change is to take effect.

## 2. PURPOSE OF THE CONTRACT

- 2.1 This Contract constitutes a subscription (hereinafter called the "Offer") to both the public transport service provided by the STM and the self-service vehicle service provided by *Communauto*.

## 3. ELIGIBILITY

- 3.1 To be eligible for the Offer, the Subscriber must satisfy and comply with all the criteria set out hereinafter. He must:
  - 3.1.1 be a natural person;
  - 3.1.2 subscribe to the service provided by the STM for a term of at least 12 consecutive months;
  - 3.1.3 be at least 20 years old and hold a valid driver's licence, minimum class 5.
- 3.2 Satisfying the eligibility criteria set out in subsection 3.1 does not automatically give the Subscriber the right to become a *Communauto* subscriber. The Subscriber's registration is subject to approval of his application by *Communauto* following a full examination of his file based on all the eligibility criteria set out in the *Communauto* Rules.

## 5. SUBSCRIPTION COST

- 5.1 The price of the Transport Pass to which the Subscriber subscribes as part of DUO auto + bus must be paid to *Communauto* and is equal to the price set by the STM, under STM regulations, for that type of Transport Pass for a given month minus the STM discount, presently at \$3.45 (non-taxable). During the term of the Contract, the Transport Company reserves the right to change the price of the Transport Passes and its user classification as well as the eligibility criteria for DUO auto + bus at any time.
- 5.2 The price of the *Communauto* Monthly Fee which the Subscriber must pay as part of the Offer is currently \$8 per month (tax not included). This amount covers the cost of subscribing to *Communauto* and the cost of Package "C" in accordance with the terms set out in Schedule 1. To take advantage of the benefits offered by any other package, the Subscriber must subscribe to it and pay the full price of that package.
- 5.3 *Communauto* reserves the right to change the price of the *Communauto* Monthly Fee at any time throughout the term of the Contract by sending the Subscriber a written notice three (3) months beforehand. If the Subscriber refuses to comply with the

new policy *Communauto* has adopted, the Subscriber may, when the change becomes effective, cite this motive to terminate the Contract before the minimum term under section 9.

## 6. TERMS OF PAYMENT

- 6.1** The Subscriber agrees to have the price of each Transport Pass that *Communauto* delivers to him or activates for him, as well as the *Communauto* Monthly Fee, withdrawn in advance from his account by *Communauto* on a monthly basis, with the exception of the first payment.
- 6.2** Other fees, including the cost of vehicle use and of any penalties resulting from infractions set out in the *Communauto* Rules, are billed monthly. The total amount due must be paid in full upon receipt of the invoice.

## 7. THE SUBSCRIBER'S OBLIGATIONS

- 7.1** At the time of registration, the Subscriber agrees to:
- 7.1.1** provide *Communauto* with a recent (maximum 3 months) original copy of both his driver's record from the Société de l'assurance automobile du Québec and his file at the Fichier central des sinistres automobiles du Québec;
  - 7.1.2** provide one (1) photocopy of his driver's licence;
  - 7.1.3** provide one (1) recent photo in ID card format;
  - 7.1.4** if the Subscriber is eligible for a fare other than the STM's "regular fare", provide a photocopy of the card that gives him access to the "reduced fare" (OPUS photo ID), that card having been validly delivered by an authorized agent, in order for him to take advantage of the reduced fare;
  - 7.1.5** pay the amount covering the price of both the first *Communauto* Monthly Fee and the first of the Transport Passes to which the Subscriber has subscribed;
  - 7.1.6** fill out and sign an pre-authorized debit agreement, and attach a void cheque.
- 7.2** Throughout the term of the Contract, the Subscriber agrees to:
- 7.2.1** ensure that there are always sufficient funds in the aforementioned bank account to cover the cost of the pre-authorized payment, which is equal to the sum of the price of the Transport Pass to which the Subscriber has subscribed, the *Communauto* Monthly Fee and all applicable taxes;
  - 7.2.2** notify *Communauto* if he changes financial institutions. To this end, the Subscriber must send *Communauto* a new pre-authorized debit agreement, duly filled out and signed, along with a void cheque. To be effective at the time of the next withdrawal, the new pre-authorized debit agreement must be received by *Communauto* no later than the second (2<sup>nd</sup>) day of that month. The Subscriber is wholly responsible for taking whatever steps are necessary to avoid any interruptions in the payment of his monthly fees.

## 8. TERM OF THE CONTRACT

- 8.1** Unless the Contract is terminated or suspended for one of the reasons set out in section 9, the term of the Contract is twelve (12) consecutive months, requiring the Subscriber to purchase a minimum of twelve (12) Transport Passes. After the minimum term, the Contract is renewed automatically on a monthly basis unless the Subscriber terminates the Contract under subsection 9.1.

## 9. TERMINATION OR SUSPENSION

- 9.1** After the initial term of twelve (12) months, the Subscriber may terminate his subscription to the public transport service for any reason or suspend it without incurring any penalties. The Subscriber must notify *Communauto* of his intention to do so in writing. The written notice must be received by *Communauto* no later than the fourth (4<sup>th</sup>) day of the month preceding the month when the termination is to take effect.
- 9.2** The provisions of subsection 10.1 notwithstanding, before expiry of the minimum term of twelve (12) months provided by subsection 8.1, *Communauto* is authorized by the STM to approve suspension or termination of a subscription to the public transport service without penalty under subsection 5.3 or in any of the following cases:
- 9.2.1** the Subscriber moves or his primary place of work changes, as a result of which using the public transport service for his trips becomes impossible or extremely difficult;
  - 9.2.2** the Subscriber takes sick leave or leave without pay for a period exceeding twenty (20) business days;
  - 9.2.3** the Subscriber takes maternity leave or parental leave, or he retires;
  - 9.2.4** the Subscriber is dismissed, he resigns or his employment contract expires.
- 9.3** When a Subscriber terminates his subscription or obtains authorization to suspend it under subsection 9.1 or 9.2, his right to use *Communauto* vehicles is also suspended.
- A Subscriber who has been granted a suspension must reactivate his subscription no later than the twelfth (12<sup>th</sup>) month following the first month of his suspension. If the Subscriber fails to reactivate his subscription, the remainder of the minimum term of twelve (12) months specified in subsection 8.1 takes effect at that time, along with all related obligations.
- 9.4** The Contract may be immediately terminated by *Communauto* if the agreement between *Communauto* and the Transport Company becomes invalid.
- 9.5** The Contract shall be automatically and immediately terminated without notification on the death of the Subscriber.
- 9.6** Subject to all its other rights and recourses, *Communauto* may, at any time, without prior notification or formal notice, and by simple notification, suspend or terminate the Contract if the Subscriber fails to pay any amount due under the Contract or the *Communauto* Rules.
- 9.7** Subject to all its other rights and recourses, *Communauto* may, at any time, without prior notification or formal notice, and by simple notification, terminate the Contract if the Subscriber fails to comply with any provision set out in the Contract or the *Communauto* Rules or if the Subscriber's actions, state of health or driving record are detrimental to the interests of *Communauto*.
- 9.8** In case of termination, the Subscriber agrees to immediately return to *Communauto* his membership card, his key to the *Communauto* key boxes, any vehicle and any other article the Subscriber might have in his possession under the Contract or the *Communauto* Rules. 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 article the Subscriber might have in his possession under the Contract or the *Communauto* Rules.
- 9.9** Except in the case outlined in subsection 9.4, termination of the Contract for any of the reasons listed in this section (9) automatically and immediately terminates the package to which the Subscriber has subscribed, without prior notification or formal

notice. *Communauto* reserves the right to deny any subsequent subscription request by a client whose subscription was rightfully terminated.

## 10. PENALTIES

- 10.1** If the Subscriber fails to comply with the minimum term of the Contract, be it due to default of payment, expulsion or any other reason, *Communauto* will charge the Subscriber a \$50 penalty.
- 10.2** Subject to all its other rights and recourses as provided by the Contract and the *Communauto* Rules, *Communauto* reserves the right to charge the Subscriber other penalties if the Subscriber fails to comply with any provision of the Contract or the *Communauto* Rules, in the manner and amounts specified in the *Communauto* Rules.

## 11. LIMITED RESPONSIBILITIES OF COMMUNAUTO AND OF THE STM

- 11.1** *Communauto* may not be held responsible for any loss of or damage to any goods in or on a vehicle.
- 11.2** *Communauto* may not be held responsible for any direct or indirect damage resulting from the reservation, non-availability, supply, operation or use of a vehicle.
- 11.3** *Communauto* may not be held responsible for any direct or indirect damage or injuries resulting from the use of a vehicle accessory provided by *Communauto* or one of its suppliers (luggage racks, bicycle racks, baby seats, etc.). The Subscriber is responsible for the secure installation of these accessories and must examine their condition before each use.
- 11.4** *Communauto* may not be held responsible for any direct or indirect damage resulting from the Subscriber's use of the public transport service provided by the STM, whether caused by extraordinary circumstances such as a strike at the Transport Company, for instance, or any other cause.
- 11.5** The Subscriber acknowledges that this Contract does not create any direct or indirect bond between him and the STM and that the STM may not be held responsible for any damage resulting directly or indirectly from the use of *Communauto* vehicles or vehicle accessories.

The Subscriber also acknowledges that the Transport Passes that are provided to him under the Contract confer to him only those rights and obligations which are set out in the regulations of the STM regarding its transport passes.

## 12. FINAL PROVISIONS

- 12.1 Property** – *Communauto* has and retains ownership of the membership card, the key to its key boxes and any other article it supplies to the Subscriber throughout the term of the Contract.
- 12.2 On-board computers** – For verification and security purposes, *Communauto* vehicles are equipped with on-board computers that feature a starter disabler and a tracking device linked to the global positioning system (GPS). This device enables *Communauto* to track its vehicles at any time (in real time or after the fact) anywhere in North America. The Subscriber acknowledges that he has been notified of this fact and that he accepts it.
- 12.3 Changes** – Subject to certain particular provisions in this Contract which may permit such modifications, the parties recognize that no changes may be made to this subscription Contract unless agreed upon by the parties and stated in writing. Furthermore, *Communauto* reserves the right to change, from time to time, when it deems it useful or necessary and without

prior notice, the schedules of this Contract as well as the *Communauto* Rules

- 12.4 Assignment** – The rights granted by this Contract and the *Communauto* Rules are not assignable or transferable to third parties, in whole or in part.
- 12.5 Time limits** – All deadlines specified in this Contract will be strictly enforced barring indications to the contrary in the text. If a specific calendar date mentioned in the Contract falls on a Saturday or a non-judicial day, namely a Sunday or one of the statutory holidays specified in article 6 of the Code of Civil Procedure of Quebec, the deadline becomes the Friday preceding that Saturday or the last judicial day preceding the date specified, whichever the case may be.
- 12.6 Tolerance** – Tolerance by *Communauto* of any failure by the Subscriber 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 held against said party as a renunciation of its rights and recourses, as long as the conventionally or legally prescribed time for exercising said right or recourse has not expired.
- 12.7 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 said documents is declared null, invalid or unenforceable shall in no way affect the validity, nature or enforceability of any other provision.
- 12.8 Gender and Number** – Where required by context, the masculine 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 necessary grammatical and terminological changes had been made.
- 12.9 Explanations and Comprehension** – The Subscriber declares to *Communauto* that he has received all reasonably required explanations of the content of the Contract and of the *Communauto* Rules currently in effect, 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.
- 12.10 Applicable Laws** – The Contract and the *Communauto* Rules are governed by the laws in force in the Province of Quebec and shall be interpreted in accordance with those laws.

## SCHEDULES

The following Schedules constitute an integral part of this Contract:

- Schedule 1/Annexe 1:** Tarification et inscription à un forfait ("fee structure and subscription to a package", not yet translated)
- Schedule 2/Annexe 2:** Enregistrement des clés ("key registration", not yet translated)
- Schedule 3/Annexe 3:** Sélection de la franchise en cas d'accident responsable ("choice of deductible in case of an accident in which the Subscriber is at fault", not yet translated)

**SUBSCRIBER IDENTIFICATION**

FIRST NAME : \_\_\_\_\_ LAST NAME : \_\_\_\_\_ MEMBERSHIP N° : \_\_\_\_\_

ADDRESS : \_\_\_\_\_ INTERSECTION : \_\_\_\_\_

CITY : \_\_\_\_\_ POSTAL CODE : \_\_\_\_\_ PROVINCE : \_\_\_\_\_

HOME PHONE NO. : ( \_\_\_\_\_ ) \_\_\_\_\_ OTHER PHONE N° (SPECIFY) : ( \_\_\_\_\_ ) \_\_\_\_\_

OCCUPATION/PROFESSION : \_\_\_\_\_ EMPLOYER : \_\_\_\_\_ PHONE : ( \_\_\_\_\_ ) \_\_\_\_\_

CONTACT IN CASE OF ACCIDENT : \_\_\_\_\_ PHONE : ( \_\_\_\_\_ ) \_\_\_\_\_

DRIVER'S LICENCE N° : \_\_\_\_\_ VEHICLE STATIONS : \_\_\_\_\_

EMAIL : \_\_\_\_\_

Is the member already registered to STM's annual membership program?

If so, enter the OPUS card number which holds the membership that needs to be cancelled and the starting date : \_\_\_\_\_

**PAYMENT AMOUNT**

Type of STM monthly transport pass:



\*Attach a photocopy of the card that gives the Subscriber access to the reduced fare : OPUS photo ID.

Monthly cost of the Transport Pass to which the Subscriber subscribes: \$ \_\_\_\_\_ regular fare \$83 –reduced fare \$49.75 (rates in effect as of January 2014) PRICES SUBJECT TO CHANGE

STM discount applied on the transport pass: \$3,45 non-taxable

Communauto's Monthly Fee: \$8 + \$0.40 + \$0.80 = \$9.20  
TPS TVQ

**DECLARATION**

I hereby declare that I am aware of the terms of this Contract, including but not limited to those regarding the duration and termination of the Contract, and I accept them.

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

\_\_\_\_\_  
SUBSCRIBER

**RESERVED FOR COMMUNAUTO**

Total billed every month:

Processed by:

Month of the first transport pass to be delivered to the Subscriber

(check next month if the Subscriber registers no later than the fourth (4<sup>th</sup>) day of the month; check the following month if he registers later.)

☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

Date of the first withdrawal: \_\_\_\_\_ 20\_\_\_\_

(This is the date starting on which the withdrawal may be made. Since the passes must be paid in advance, select the 7<sup>th</sup> of the month of the first pass to be delivered by Communauto)

**PRE-AUTHORIZED DEBIT AGREEMENT  
ON NEXT PAGE**

**PRE-AUTHORIZED DEBIT AGREEMENT OF THE SUBSCRIBER**

The name of the financial institution where the account is located \_\_\_\_\_

\_\_\_\_\_  
Institution No.

\_\_\_\_\_  
Transit No.

\_\_\_\_\_  
Account No. (with check digit)

I, the undersigned, authorize *Communauto* to make Pre-authorized debits from my account with the aforementioned financial institution, at the following interval:

☐ weekly    ☐ every 2 weeks    ☐ twice monthly    ☒ monthly

**Each withdrawal will correspond to:**

☐ a variable amount, of which I must be advised by the Payee in writing at least 10 days before the due date.

☒ a fixed amount of \$ \_\_\_\_\_ which corresponds to the price of my subscription to DUO auto + bus. This amount can be increased without any addition authorization on my part. This amount is subject, without my prior authorization, to any general fare increases adopted by the Transport Company. As the passes must be paid for in advance, the amount will be debited from the account each month, from the 7th of the preceding month onward.

Which together constitutes a Pre-authorized debit agreement for a : ☒ personal/individual    ☐ business

**Waiver:**

☒ I hereby waive the aforementioned written notice of 10 days.

☒ I have received a copy of this Agreement and waive all other confirmation before the first payment.

**Change or cancellation:**

I will inform *Communauto* of any changes herein, by, at the latest, the second (2<sup>nd</sup>) day of the month, in order for the changes to be in effect for the following pre-authorized debit period. I can revoke my authorization at any time by sending a notice to *Communauto*, by, at the latest, the fourth (4<sup>th</sup>) day of the month preceding the beginning of the month for which the Contract will be revoked. To obtain a sample of the cancellation form or for more information on my right to cancel a Pre-authorized debit agreement, I may contact my financial institution or visit the Canadian Payments Association Web site at [www.cdnpay.ca](http://www.cdnpay.ca) I agree to release the financial institution of any liability if the revocation is not respected, except in the case of gross negligence on its part.

I agree that the financial institution at which I maintain the account is not required to verify that the payment is debited in accordance with this authorization. I also certify that every person whose signature is required for the operation of the aforementioned account has signed this authorization.

I acknowledge that the delivery of this authorization to *Communauto* constitutes delivery by me to the aforementioned financial institution.

**REIMBURSEMENT**

I have certain rights of recourse if a debit does not comply with the terms of this Agreement. For example, I have the right to receive reimbursement for any Pre-authorized debit that is not authorized or that is not compatible with the terms of this Pre-authorized debit agreement. For more information on my rights of recourse, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

The financial institution shall reimburse me, on behalf of the organization, for any amounts withdrawn in error, within 90 calendar days of the withdrawal for a Personal Pre-authorized debit agreement and within 10 business days for a Business Pre-authorized debit, provided that the reimbursement is claimed for a valid reason.

I understand that a claim to this effect must be made to my financial institution following the procedure it will provide for that purpose.

Finally, I acknowledge that a claim for reimbursement filed after the aforementioned time limits must be settled between me and *Communauto*, without any liability or commitment on the part of my financial institution [www.cdnpay.ca](http://www.cdnpay.ca).

**CONSENT TO DISCLOSURE OF INFORMATION**

I hereby consent to the disclosure of the information contained in my pre-authorized debit enrolment agreement to the financial institution, provided such information is directly related to and required for the smooth application of the rules governing pre-authorized debits.

**IMPORTANT :** Please attach a personal cheque clearly marked "VOID" to avoid any transcription errors. If you change your account or financial institution, please advise *Communauto* as soon as possible.

\_\_\_\_\_  
SUBSCRIBER'S SIGNATURE

\_\_\_\_\_  
SIGNATURE OF THE CO-SIGNER, IF THE BANK  
ACCOUNT REQUIRES TWO SIGNATURES

(In the co-signer's absence, attach the Pre-authorized debit agreement duly completed and signed, as well as a photocopy of an identification card which bears the co-signer's signature)

DATE : \_\_\_\_\_

DATE : \_\_\_\_\_