

## CONTRACT: PERSONAL | INDIVIDUAL & FAMILY

### Appendix - DUO auto+bus

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#### 1. DEFINITIONS

In this appendix to the membership contract, the following definitions apply:

- a) **Member:** the person registered as the Member;
- b) **Membership Plan:** offer giving access to one or more plans or privileges under specific conditions;
- c) **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;
- d) **Transit Corporation:** Any transportation agency or authority providing public transit services as identified by Communauto;
- e) **Managed Transit Pass:** transit pass which is sent and managed by Communauto, acting as an intermediary between the Member and the Transit Corporation;
- f) **Unmanaged Transit Pass:** transit pass obtained and paid for by the Member directly through the Transit Corporation which manages it;
- g) **Contract:** the Communauto membership contract and its appendices;
- h) **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. TERM AND TERMINATION OF THE SUBSCRIPTION

- 2.1** As part of a DUO auto+bus Communauto membership, the minimum subscription duration is of one (1) year in the case of an Unmanaged Transit Pass.

For a Managed Transit Pass, the minimum Communauto and Transit Corporation subscription duration is twelve (12) consecutive months starting from the purchase of the first fare provided in the subscription.

- 2.2** After this duration, a Member may terminate their membership with Communauto and the Transit Corporation for any reason by giving written notice. Communauto must receive it no later than the third (3<sup>rd</sup>) day of the month preceding the termination.
- 2.3** In the event of non-compliance by the Member with the minimum duration of the subscription, whether by default of payment, expulsion, or any other reason, a penalty of \$50 will be charged to the Member.

### **3. COMMUNAUTO MONTHLY FEE**

- 3.1** The Communauto monthly fee includes access to Communauto's Value plan. To enjoy the privileges granted by another plan, the Member must register by paying the related costs in addition to the Communauto monthly fee.

There is no \$500 refundable membership bond to be paid within this offer.

- 3.2** 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.

The 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.

#### **3.3 Payment Terms**

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

### **4. TRANSIT PASS MANAGED BY COMMUNAUTO**

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

- 4.1 Registration date:** In the case of a Managed Transit Pass, the application must be completed and have been processed by our team no later than the third (3<sup>rd</sup>) day of the month preceding the month of delivery of the first Transit Pass.

For any new subscription request processed after that date, issuance of the first Transit Pass is postponed to the following month. The Member may still use Communauto vehicles in the meantime.

- 4.2 Transit Pass Modification:** If applicable, the Member must notify Communauto in writing of any requested change of Transit Pass type during their 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 the requested change.

### **4.3 Transit Pass Suspension**

Notwithstanding Article 2, Communauto may, before the expiration of the minimum period of twelve (12) months provided for in the subscription, 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 (12th) month following the suspension. If the subscription fails to be reactivated, the minimum twelve (12) months subscription period provided for in Article 2 resumes from this moment with all obligations attached.

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

## **5. FINAL PROVISIONS**

### **5.1 Explanations and Comprehension**

The Member declares to Communauto that they have taken all reasonable and prudent measures to ensure that they have correctly understood the content of this appendix, the Contract, and Rules and Regulations currently in force as well as each and every one of their commitments and obligations.

### **5.2 Applicable Laws**

This appendix, as well as the Communauto Contract and 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.