

GUEST CONTRACT (Mobizen)

Updated April 23rd, 2013



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 : _____

MAIL : _____ 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. DÉFINITIONS

In this Contract, the following definitions apply.

- a) Subscriber:** the person registered as the "guest" 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.

2. PURPOSE OF THE CONTRACT

2.1 This contract is intended for "guest" subscribers. 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. To have access to this privilege, the Subscriber must be in good standing with its operator and have a valid package at the time of the vehicle reservation.

2.2 Unless otherwise agreed, the "guest" subscription is active for a period of one month (4 weeks) starting from the effective date. On request, the subscription can be reactivated for equivalent periods. However, the total number of weeks of access to the service within one year is limited to eight weeks, which is a maximum of two four weeks periods per 12 months.

2.3 At any time, *Communauto* reserves the right to modify or suspend access to the services offered to its Subscribers who have the "guest" status, without notice or official notification.

2.4 *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.

3. CANCELLATION

3.1 Subject to all its other rights and recourses, *Communauto* may, at any time, cancel the Contract if the Subscriber is at fault with its opera-

tor or fails to pay any sum due to its operator under the Contract or the Regulations.

3.2 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.

3.3 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 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 Regulations.

4. PENALTIES

4.1 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.

5. COMMUNAUTO'S LIMITED LIABILITY

5.1 *Communauto* may not be held responsible for any loss of, or damage to, any goods in or on the vehicle.

5.2 *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.

5.3 *Communauto* may not be held responsible for any 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.

6. FINAL PROVISIONS

6.1 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.

6.2 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.

6.3 Assignment

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

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

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

FOR COMMUNAUTO

SUBSCRIBER