CONTRACT: PERSONAL | INDIVIDUAL & FAMILY

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1. DEFINITIONS

In this contract, the following definitions apply:

a) **Communauto:** designates one or all of the Communauto Group legal entities offering carsharing services in Canada and France. In Canada, Communauto refers to Communauto Inc in the Province of Quebec, Virtue Transportation Systems Inc. in Ontario, Carshare Atlantic Ltd. in Atlantic Canada, and Otto Canada Inc. in Alberta. In France, Communauto refers to Mobizen SASU, with a share capital of € 6,250 registered in the Registre du Commerce et des Sociétés de Paris under number 422 711 523, and whose registered office is at 1 rue Philidor 75020 Paris.

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 Communauto 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 Communauto to ensure the proper operation of the service.

d) **Membership Plan:** offer giving access to one or more plans or privileges under specific conditions.

e) **Family Membership**: Membership Plan which allows adding one or more Co-Members as additional drivers to a single membership Contract.

f) **Member:** refers to any individual who has entered into a Membership Contract. Where not otherwise specified in this Contract, Member refers to the Responsible Member, as well as to Co-Members.

g) **Responsible Member:** refers to the Member who initiated the Membership, and who, in the context of a Family Membership, is the person responsible under the Contract for themself, and for any Co-Member(s) added as an authorized driver(s), as applicable.

h) **Co-Member:** refers to any person who is registered as an additional driver to the Contract of the Responsible Member, and authorized to use the service under a Family Membership.

i) **Refundable Membership Bond:** Amount payable which is required for access to certain Membership Plans. In France, this amount is treated as a security deposit. The Refundable Membership Bond is non-taxable, and is fully refunded if the Member opts for a Membership Plan that doesn't require a membership bond, or terminates their contract.

2. PURPOSE OF THE CONTRACT

2.1 This Contract is a membership contract for the carsharing service offered by Communauto. It does not in itself confer any right of use of Communauto's vehicles. The Member acquires the right to use the service only by registering for one of the Membership Plans available to Communauto members and by paying the corresponding fees, if applicable.

2.2 The Member agrees to comply with the Communauto Rules and Regulations.

2.3 The signature or online acceptance of the Contract by the Member gives Communauto the right to bill or debit all amounts due on the Member's account. This includes costs resulting from vehicle theft or damage, fines and/or legal fees, and any other penalty or fee provided for in the Contract or Rules and Regulations (see Appendix – Penalties and other fees).

2.4 Amounts due are payable by automatic withdrawal from the Member's bank account, or from the Member's payment card.

3. ELIGIBILITY

3.1 To be eligible to the service, the Member must satisfy and comply with all the criteria set out hereinafter. The Member must:

3.1.1 be an individual;

3.1.2 be at least 19 years old if registering in a Canadian branch, or at least 18 years old if registering in France, and hold a valid driver's licence or join as a Co-Member as part of a Family Membership in which case there is no minimum required age (the Co-Member must reside at the same address as the Member at the time of registration);

3.1.3 attach to the application form one (1) copy of their driver's licence and one (1) selfie-type photo of themself holding their driver's licence beside their face, photo side forward;

3.1.4 select a payment method from those offered by the Communauto branch in which they are registering;

3.1.5 in Canada, have a good credit record as defined by Communauto (not required in France);

3.1.6 in Canada, provide to Communauto a recent copy (maximum 3 months) of any driving record required, according to the Communauto branch in which the Member wishes to register, or according to the place of issue of their driver's licence (see the FAQ on the Communauto website for more details).

in France, this document is not required for registration. However, a copy of a piece of identification (CNI or passport) must be provided.

3.1.7 in France, upon registration, the Member agrees to a charge of €100 as an advance on usage. Registration is only accepted subject to the approval of this payment and provided there is no history of failed payments related to a similar advance.

3.2 The use of temporary, anonymous, single-use or "disposable" e-mail addresses of the type provided by services such as YopMail, TempMail, or others, is not permitted. Communauto reserves the right to verify the validity of e-mail addresses used and to refuse registration or terminate the Contract of a Member who fails to comply with this condition.

3.3 Communauto reserves the right to add specific criteria to certain Membership Plans and to certain categories of users, to change registration criteria, and to require other eligibility criteria by sending the Member a written notice setting out the changes or additions to the criteria listed above. If the Member does not meet these new eligibility criteria, or if the Member refuses to comply with them, the Contract shall automatically and immediately be terminated without further notice or official notification.

3.4 Satisfying the eligibility criteria mentioned in Articles 3.1, 3.2 and 3.3 does not automatically give a person the right to become a Communauto Member. Member eligibility is subject to approval of their application by Communauto, after a complete review of their file, in accordance with the eligibility criteria laid out by Communauto.

At all times Communauto reserves the right to verify the accuracy of information and documents provided and to terminate a Contract without notice if the information provided was found to be incorrect or false.

4. TERM AND TERMINATION OF THE CONTRACT

4.1 In the absence of precision in the specific conditions of the Membership Plan chosen by the Member, the Contract runs, from the date of entry into force, for an indefinite period.

4.2 Subject to certain specific provisions allowed by the Membership Plans, this Contract may be terminated at the Member's request, or for any of the grounds mentioned in Article 5.

4.3 Membership with Refundable Membership Bond (treated as a security deposit in France)

4.3.1 Minimum Contract duration is of one (1) year in Canada and of six (6) months in France for Memberships Plans that require the payment of a refundable membership bond (see Article 8).

4.3.2 After this duration, either of the parties may terminate the contract at any time by giving three (3) months' written notice in Canada and sixty (60) days' notice in France. Compliance with the one (1) year term in Canada or the six (6) months' term in France as well as the notice period is needed before any membership bond is refunded.

4.3.3 The timeline for repayment of membership bonds does not bear interest for the Member, nor does it cancel any interest billable to the Member due to a late payment under the Rules and Regulations.

4.4 In case of cancellation, the Member agrees to immediately return any article belonging to Communauto that they might have in their possession to Communauto. Moreover, the Member agrees to pay any collection fees, if any, necessary to recover any amounts due under this Contract or the Rules and Regulations.

4.5 The cancellation of the Contract of a Responsible Member results in the cancellation of any Co-Member accounts linked to that Responsible Member's account.

5. AUTOMATIC CANCELLATION

5.1 The Contract shall be automatically and immediately cancelled, without notice, on the death of the Member.

5.2 Subject to all its other rights and recourses, Communauto may, at any time, by giving five (5) days' notice, cancel the Contract if the Member fails to pay any sum due under the Contract or the Rules and Regulations.

5.3 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 Member does not comply with any term or condition specified in the Contract or the Rules and Regulations or, if the Member's actions, state of health, or driving record, are counter to Communauto's interests.

6. COMMUNAUTO'S LIMITED RESPONSIBILITIES

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

6.2 Subject to any contrary provision provided for in law, 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.

6.3 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 Member is responsible for the safe installation of such accessories and must check their condition before each use.

7. PENALTIES AND INVESTIGATIONS

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

Appendix – Penalties and other fees).

7.2 At the request of the competent authorities, where required by law, Communauto will collaborate in any investigation and provide the information requested if a Member is suspected of having committed an offense.

8. REFUNDABLE MEMBERSHIP BOND

This Article applies only if the Member joins as part of a Membership Plan with a Refundable Membership Bond (treated as a security deposit in France).

8.1 The amount to be paid for the refundable membership bond is specified in the documentation for each of the Membership Plans offered at the Member's branch.

Communauto reserves the right to modify the required Refundable Membership Bond amount by sending a written notice to that effect. If the Member refuses to comply with Communauto's new policy for the Membership Plan to which they are registered, an alternative option not including such an obligation will be offered where possible, failing which the Contract may be cancelled.

8.2 The Member agrees that the full amount of their Refundable Membership Bond will be used by Communauto as part of its activities, and more specifically, but without limiting the generality of the above, for the financing and purchasing of new vehicles.

8.3 No interest is calculated or paid on Refundable Membership Bonds.

8.4 At expiration or upon termination of the Contract (see articles 4 and 5), the Refundable Membership Bond is refunded to the Member, subject, however, to a compensation that may take place between the parties with respect to any amount due by the Member to Communauto under the Contract or the Rules and Regulations.

8.5 If the Member's Refundable Membership Bond is not enough to cover their debt to Communauto, the latter reserves all rights and recourse to recover the full amount.

8.6 In Canada, Refundable Membership Bond reimbursement, if applicable, is also subject to the following repayment conditions:

8.6.1 reimbursement is made in a single payment on the Contract termination date, unless there are reasonable grounds to believe that, because of this, Communauto could not discharge its liabilities when due;

8.6.2 if there are reasonable grounds to believe that, because of reimbursement, Communauto could not discharge its liabilities when due, the Refundable Membership Bond reimbursement is made according to the following priorities and in chronological order of request within each priority:

- **(a)** termination pursuant to Article 3.2 and 8.1;
- **(b)** termination pursuant to Article 4.3.2;
- **(c)** termination pursuant to Article 5.1;
- **(d)** other cases of termination.

9. PERSONAL DATA

9.1 Collection, use, or transmission
Any collection, use or transmission of personal information held by Communauto will be made in accordance with the laws in force and applicable in the jurisdiction where the head office of the Communauto branch in which the Member is registered is located and in accordance with the rules provided for in Communato's Privacy and Personal Data Management Policy.

9.2 Recovery of amounts due
Communauto reserves the right to provide the personal information necessary to any organization mandated by it to carry out collections activities on its behalf.

10. FINAL PROVISIONS

10.1 On-board computers

For purposes of control and billing, Communauto vehicles are equipped with on-board computers which contain an automatic engine immobilizer, and collect geolocation data. This system allows Communauto to track its vehicles at all times, in real time or retroactively. The Member hereby acknowledges that they have been informed of this fact and that they accept it.

10.2 Joint and Several Liability

Under this Contract, the Co-Member undertakes exactly the same commitments as the Responsible Member. The Responsible Member and all the Co-Members are jointly and severally responsible for their commitments to Communauto and for any claim or other action Communauto might take against them.

10.3 Changes

Subject to certain specific provisions allowed by this Contract, the parties recognize that no changes may be made to this Membership Contract unless agreed to by the parties. Moreover, Communauto reserves the right to change, from time to time, when it deems it useful or necessary, and with prior notice, the rates and conditions of any Membership Plans, and the Rules and Regulations.

10.4 Assignment

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

10.5 Tolerance

Acceptance by Communauto of any failure by the Member 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 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.

10.6 Partial Invalidity

Each provision of the Contract and of the Rules and 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.

10.7 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, this for the sole purpose of simplifying the text.

10.8 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 nature of the Contract and of the Rules and Regulations as well as each and every one of their commitments and obligations.

10.9 Applicable Laws

The Contract and the Rules and Regulations are governed by the laws in force and applicable in the jurisdiction where the head office of the Communauto branch in which the Member is registered is located and must be interpreted in accordance with those laws.

In France, in the event of a dispute, the Member can use the online dispute resolution platform provided by the European Commission to resort to arbitration. In addition, articles L.611-1 and following of the Consumer Code provide for the possibility for the consumer to resort to a mediator.

Any dispute that could not be resolved through an amicable agreement will, to the extent that the law allows it, fall under the court jurisdiction applicable to the location of the head office of the Communauto branch involved.

Each Communauto branch elects residence at its head office. The Member elects residence at the address communicated when registering with said branch or following any subsequent move.