RULES AND REGULATIONS

1. DEFINITIONS 2

2. AUTHORIZED DRIVERS 2

3. PROHIBITED USES 3

4. USE OF VEHICLE 3

4.1 CUSTOMER SERVICE AND EMERGENCIES 3

4.2 GAS AND OTHER EXPENSES 3

4.3 VEHICLES AVAILABLE BY RESERVATION 4

4.4 FLEX VEHICLES 5

5. VEHICLE MAINTENANCE 7

5.1 RESPONSIBILITIES OF THE MEMBER 7

5.2 REIMBURSEMENT OF EXPENSES 7

5.3 ANOMALY 7

6. BREAKDOWN OR ACCIDENT 8

6.1 GENERAL TERMS 8

6.2 BOOSTING/JUMP STARTING) 8

6.3 ACCIDENT 8

6.4 HIT AND RUN 8

6.5 INVESTIGATION AND PROCEDURE 8

6.6 MULTIPLE ACCIDENTS 8

7. INSURANCE 9

7.1 COVERAGE 9

7.2 MEMBER'S RESPONSIBILITY 9

7.3 TRAVELLING OUTSIDE OF CANADA 10

8. INFRACTIONS 10

9. BILLING 10

9.3 PREPAYMENT 10

9.4 CORRECTIONS 10

9.5 PAYMENT METHODS 10

9.6 LATE PAYMENT 10

9.7 BALANCE OVER $500 10

10. PENALTIES, AMENDMENT AND TERMINATION OF CONTRACT 11

10.1 PENALTY POLICY 11

10.2 MODIFICATIONS 11

10.3 TERMINATION OF THE CONTRACT 11

1. Definitions

1.1 In the following Rules and Regulations, these definitions apply:

1.1.1. **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.

1.1.2. **Contract:** refers to the Membership Contract specific to the Membership Plan the Member has joined and its Appendices.

1.1.3. **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.

1.1.4. **Member:** refers to any individual or legal entity who has entered into a Membership Contract. Where not otherwise specified in this Contract, Member refers to the Responsible Member, as well as the Co-Members or the Authorized Driver.

1.1.5. **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.

1.1.6. **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.

1.1.7. **Agent:** the person responsible for customer relations for Communauto or any other authorized representative of Communauto.

1.1.8. **FLEX Zone:** the designated geographical area where it is possible to start a trip and to return a FLEX vehicle.

1.1.9. **FLEX Drop-Off Point:** designated street or off-street location generally, but not exclusively, located outside the FLEX Zone, where it is also possible to start and end a trip with a FLEX vehicle.

2. Authorized Drivers

2.1 The Member agrees to allow the use of Communauto's vehicles only to an authorized driver, meaning:

2.1.1. the Member themself;
2.1.2. another registered user of Communauto;
2.1.3. any individual who is not a Member, who holds a valid driver's licence, and who accompanies the Member at the time of using a vehicle (see the FAQ on the Communauto website for more information);
2.1.4. any other person pre-authorized by Communauto.

2.2 A Member who allows an authorized driver, other than themself, to use a vehicle reserved in their name, remains fully responsible to Communauto for the vehicle.

3. Prohibited Uses

3.1 The following uses of Communauto vehicles are prohibited:

3.1.1. by a driver not authorized under article 2.1
3.1.2. in a careless, reckless, or abusive manner;
3.1.3. by a person who gave Communauto false information;
3.1.4. by a person under the influence of alcohol, drugs, or medication that impairs their ability to drive a vehicle;
3.1.5. while in the act of an offense or an illegal activity.

3.2 Smoking, vaping, or the use of a product likely to leave a persistent odour (for example, air fresheners) in Communauto's vehicles is prohibited.

3.3 In France, and in Canadian provinces other than Quebec, using a Communauto vehicle to provide paid passenger transport (i.e. ride-hailing service) is prohibited. This limitation does not include carpooling.

3.4 In France only, it is also prohibited to use a Communauto vehicle for driving instruction.

4. Using a Vehicle

When taking possession of a vehicle, the Member must inspect it. The Member must inform Communauto without delay of any anomaly or damage not recorded on the vehicle damage card describing the general condition of the vehicle (placed in the glove box). Communauto can hold a Member responsible for any vehicle damage or any missing accessory that is not reported before departure (see also Appendix – Penalties and Other Fees). The Member must also ensure that the vehicle is equipped with all the accessories required to have the right to travel legally (in Canada: insurance certificate and copy of vehicle registration; in France: insurance certificate and copy of the "carte grise", triangle, and vest).

The transport of animals is permitted but with respect for other users. The use of a dedicated carrier or blanket is strongly recommended (see also 7.2.1).

In France, Members holding a probationary driver's licence must affix the "A" disc to the rear of the vehicle when using it, in accordance with the Code de la Route.

4.1 Customer Service and Emergencies

It is possible to speak to an Agent at any time (24/7) by dialling the customer service number. However, Communauto's office hours for administrative purposes are from 9 a.m. to 5 p.m., Monday to Friday.

In the event of an emergency or to report a problem with a vehicle, the Member should always use the customer service number and speak to an Agent: never leave a voicemail message or use the online contact form to report an urgent problem.

4.2 Gas and Other Expenses

4.2.1. Filling the Gas Tank

Upon return of the vehicle, the Member must ensure the tank is at least one quarter filled. A credit card provided by Communauto can be used under certain conditions to refuel (only gasoline purchases completed at the pump are possible with this card). The cost of gasoline paid by the Member, if any, will be credited by Communauto (regular gasoline only in Canada; super 95-E5 or E10 in France).

In the event of fraudulent use by a Member of the fuel card provided by Communauto, the damages suffered will be charged to the Member, as well as a General Penalty (see Appendix – Penalties and other fees), the Member's Contract will be terminated, and a report will systematically be filed with police.

4.2.2. Car Wash and Windshield Washer Fluid

The maximum amount credited for a car wash is $20 (taxes not included) in Canada, and €15 in France. In Canada, Winter windshield washer fluid (-35° or -40°C) must be used all year long. The Member must fill the vehicle's windshield washer fluid reservoir if it is empty. The Member who empties the last jug must replace it with another full jug. This expense will be credited by Communauto.

4.2.3. Reimbursable Expenses

If the purchase transaction cannot be completed with the fuel card provided, the Member must be prepared to complete the purchase using their own funds and submit the receipt for reimbursement.

If the Member makes a reimbursable purchase (gas, windshield washer fluid, etc.), the Member must provide the sales receipt to Communauto, either by submitting a photo of the receipt (through the Communauto mobile app), or by mail by sending it to the address of the branch to which the vehicle belongs. If sending by mail, please write your Member number and the vehicle number on the receipt.

The eligible expenses incurred by the Member are credited to their invoice. No credit will be given without the supporting proof of purchase.

4.2.4. Proof of Purchase

A payment summary or card statement (bank or credit) which does not show the items purchased and the business at which it was made does not constitute proof of purchase. The supporting proof of purchase required by Communauto, for the purpose of credit, is the SALES RECEIPT. If it is not explicit enough, the Member is responsible for requesting a proper itemized receipt.

4.3 Vehicles Available by Reservation

In this section, you will find the rules of use specific to station-based Communauto vehicles, available by reservation for a round trip. See section "4.4 FLEX vehicles" for rules specific to the use of FLEX vehicles, available without a reservation.

4.3.1. Reservations

4.3.1.1. Mandatory Reservation

The Member must always reserve a vehicle before using it.

4.3.1.2. Advance Reservation

A reservation can be made up to one month in advance.

4.3.1.3. Time Period

The Member may start or end a reservation on the hour, or on any quarter hour increment. A minimum booking of half an hour is required.

4.3.1.4. Evening Reservations

The Member may speak to an Agent at any time (24/7) by dialling the customer service number. However, the hours of operation of the Communauto office, for booking purposes, are from 8 a.m. to 7 p.m., 7 days a week. Outside of these hours, only reservations starting the same evening or the next day before 12 p.m. can be made by telephone.

4.3.1.5. Choice of Vehicle

The choice of vehicle, within the same category, is left to the discretion of Communauto.

4.3.1.6. Cancelling or Shortening a Reservation

Any cancellation or shortening of a reservation must be made before 9:00 a.m. or at least two hours before the originally scheduled start time of the vehicle usage period; otherwise, cancellation fees will apply (see Appendix – Penalties and Other Fees)

4.3.1.7. Extending a Reservation

In the event of an extension, the Member must notify Communauto sufficiently in advance to be able to return the vehicle on time. Otherwise, late penalties will apply (see Appendix – Penalties and other fees).

4.3.1.8. Member's Responsibility When Using a Vehicle

The Member must pick up the vehicle they have reserved no earlier than the start of their reservation and return it to the designated location, in clean and working condition, no later than the end of their reservation.

Always double-check that the engine is turned off and the doors are locked before leaving the vehicle.

Members who return a vehicle to the wrong station, and/or to an area with parking restrictions, and/or who fail to return the vehicle key to the appropriate place, must notify Communauto as soon as possible. The Member will be charged for the period between the end of their reservation and the time at which the problem is resolved. If Communauto is required to intervene to resolve the problem and/or if a third-party service is used (taxi, roadside assistance, etc.), the Member will be responsible for these costs (see Appendix - Penalties and other fees).

4.3.2. Flat tire

In case of a flat tire, the Member is responsible for bringing the vehicle back to its station, or to another location as directed by an Agent. If the member has the flat tire repaired, all expenses incurred by the Member will be fully reimbursed. If the Member abandons the vehicle or fails to leave it at the location agreed upon with an Agent, the Member may be charged with a Vehicle abandonment fee (see Appendix - Penalties and other fees).

If the Member wishes to use a roadside assistance service to have a spare tire installed, or if the vehicle requires towing, upon approval by an Agent, Communauto may credit the Member up to 100% of expenses incurred, if applicable.

4.3.3. Long Distance Rates and Network Reservation

Where available, these offers are subject to the following terms and conditions:

4.3.3.1. Long Distance Rate

Only certain plans offer access to the Long Distance Rate.

Access to the Long Distance Rate, as well as prices offered, depends on vehicle availability, vehicle type, service used (FLEX or round-trip vehicles available by reservation), and may vary depending on location and/or the time of year.

For more details, the Member may review their branch's "Plans and Rates" webpage.

4.3.3.2. Network Reservation

To take advantage of Network Reservation rates with a participating rental company, the Member must reserve the vehicle via their Communauto customer account or contact an Agent to place their reservation. Since Communauto has no control over the prices and conditions determined by the rental companies, Network Reservation rates are subject to change without notice.

The Member who uses a vehicle from a participating rental company as part of the Network Reservation must comply with the rules and procedures in effect at the rental company. The Member must, among other things, refuel before bringing back the vehicle and, unless otherwise stated, pay his rental fee upon returning the vehicle. The Member is also personally liable for any penalty or fine that may result from their failure to comply with these rules and procedures.

4.4 FLEX Vehicles

In this section, you will find the rules of use specific to one-way FLEX vehicles, available without a reservation. See "4.3 Vehicles Available by Reservation" for the rules specific to station-based vehicles, available by reservation.

4.4.1. Service Billing

4.4.1.1. Determination of the Duration of Use

The Member may use FLEX vehicles spontaneously, without a reservation. Calculation of the price for the use of the service begins when the Member accesses the vehicle using the Communauto mobile app (or the key card or fob provided by Communauto, or any compatible RFID card previously registered by the Member), and ends when the vehicle is "released".

4.4.1.2. Releasing a Vehicle

It is the action of locking the doors of a vehicle using the Communauto mobile app (or the key card or fob provided by Communauto, or any compatible RFID card previously registered by the Member), inside the FLEX Zone, or at a FLEX Drop-Off point, that releases the vehicle. This action also ends the period of use that will be billed to the member. A green LED on the card reader, and confirmation by the member that the doors have successfully locked, confirms that the vehicle has been released.

Always double-check that the engine is turned off and the doors are locked before leaving the vehicle.

4.4.1.3. Booking in Advance

It is possible to book (block) a FLEX vehicle in real time for up to 30 minutes, to allow the Member time to get to and access the car. The process may be repeated once on the same vehicle if you require more time. The time from which a vehicle is booked (blocked) by the Member to the time at which the Member accesses the vehicle is not charged.

4.4.1.4. Fuelling Credit

A time credit of 20 minutes is given for any trip charged at the base FLEX rate of one hour or less in duration, if the Member makes a gasoline purchase that totals at least $20 (taxes included). In the case of trips less than 20 minutes, the maximum credit awarded is equivalent to the trip time.

4.4.2. Improper Use of the Ability to Block a Vehicle

The use of multiple accounts, the involvement of third parties, or the use of tools—whether automated or not—for the purpose of bypassing the advance reservation rules for a FLEX vehicle by repeatedly blocking the same vehicle or multiple vehicles, either successively or simultaneously, is strictly prohibited.

Communauto has tools to detect the abusive use of this feature as well as any attempt to circumvent the applicable rules.

Any behavior deemed abusive, fraudulent, or contrary to the spirit of the service may result in the suspension or termination of the Membership Contract, without prejudice to any other remedies provided for in the Contract or by law.

4.4.3. Possession and Return of a Vehicle

The Member may take possession of a FLEX vehicle and return it (release it) within the Service Area or at a FLEX drop-off point.

The use of a vehicle outside the FLEX Zone is permitted as long as it is brought back within the limits of the FLEX Zone or to a FLEX drop-off point in the city where the Member began their trip.

Unless the vehicle is brought to a FLEX drop-off point, the Member is not allowed to end their trip outside the FLEX Zone.

4.4.4. Privilege and Restriction of Parking within the FLEX Zone

During a trip, the Member is responsible for parking the vehicle legally and respecting signage like any other driver.

At the end of a trip, the Member must bring the vehicle back inside the FLEX Zone to which the vehicle belongs and release it in a street parking spot that adheres to the FLEX parking rules for that city.

The Member is advised to review the FLEX Parking Guide for the city where they will be using vehicles, available on the Communauto website, for the specific regulations and privileges to be aware of before making a trip.

A Member who returns a vehicle to a prohibited location is liable for their negligence and any applied fines or fees. If Communauto is required to intervene to resolve the problem and/or if a third-party service is used (taxi, roadside assistance, etc.), the Member will be responsible for these costs (see Appendix - Penalties and other fees).

In the winter, particular attention should be paid to temporary parking regulations in effect during snow removal operations.

4.4.5. Parking Restrictions in FLEX Drop-Off Points

Before parking a vehicle in a FLEX Drop-Off point, the Member is responsible for verifying on the Communauto mobile application whether parking is possible at that time, or if specific rules apply to the location.

For example, certain Drop-Off points can be closed during road work or a snow-removal operation. Also, temporary stops during a trip are allowed in some drop-off points but are prohibited in others.

Members must comply with any temporary signage posted at a Drop-Off point, even if the Drop-Off point is shown as open in the Communauto mobile app.

4.4.6. Flat Tire

In case of a flat tire, the Member is responsible for bringing the vehicle back into the FLEX Zone, or to another location as directed by an Agent. If the member has the flat tire repaired, all expenses incurred by the Member will be fully reimbursed. If the Member abandons the vehicle or fails to leave it at the location agreed upon with an Agent, the Member may be charged with a Vehicle abandonment fee (see Appendix - Penalties and other fees).

If the Member wishes to use a roadside assistance service to have a spare tire installed, or if the vehicle requires towing, upon approval by an Agent, Communauto may credit the Member up to 100% of expenses incurred, if applicable.

4.4.7. Electric Vehicles (where available)

4.4.7.1. Electric Car Battery Charge

Depending on driving style, terrain, and accessories used (including heating and air conditioning), the range of electric vehicles can be extremely variable. The range of most electric vehicles can be maximized by selecting ECO mode instead of D for “Drive” (strongly recommended).

4.4.7.2. Avoid Draining the Battery

When using an electric vehicle, the Member is responsible for ensuring the vehicle has the necessary charge for their trip or, for a FLEX vehicle, enough range to be brought back inside the FLEX Zone with a minimum of 15 km of remaining driving range displayed on the dashboard. Penalties apply if the Member returns the vehicle below the threshold that will allow Communauto to take it to the nearest charging station.

Unless otherwise specified, the Member may not end their trip or release a vehicle at a public charging station.

4.4.8. FLEX Pass (where available)

The FLEX Pass allows its holder to enjoy a predetermined number of trips of 30 minutes or less for one month at no additional cost. The trips become billable only on the 31st minute (per km charges extra, if applicable).
Please consult the website of the corresponding Communauto branch for all the conditions of use related to this product.

4.4.8.1. Suspension

The use of a pass may be suspended without the right to credit, refund, or extension of its period of validity, in the event of non-compliance with the terms of the Contract or Rules and Regulations for the use of vehicles (balance overdue or above the authorized limit, bank withdrawal failure, etc.)

4.4.9. FLEX Unlimited Pass (where available)

The FLEX Unlimited Pass allows its holder to enjoy an unlimited number of trips of 30 minutes or less for one month at no additional cost. The trips become billable only on the 31st minute (per km charges extra, if applicable).

4.4.9.1. Successive use of Vehicles

Two trips that are spaced less than 45 minutes apart are considered to be the same trip for the purposes of this offer. To take advantage of another credit on the first billable 30 minutes of a trip, the Member must allow a period of 45 minutes between the end of their last trip and the beginning of the next. The same rule (45 minutes before the Member can enjoy another credit) applies before a vehicle can be re-blocked and/or successively used by a Co-Member or by an authorized driver working for the same employer (in the case of a Business Membership held by a legal entity).

Please consult the website of the corresponding Communauto branch for all the conditions of use related to this product.

4.4.9.2. Suspension

The use of a pass may be suspended without the right to credit, refund, or extension of its period of validity, in the event of non-compliance with the terms of the Contract or Rules and Regulations for the use of vehicles (balance overdue or above the authorized limit, bank withdrawal failure, etc.)

5. Vehicle Maintenance

5.1 Responsibilities of the Member

When using a vehicle, and particularly for long trips, the Member is responsible for its routine maintenance, such as checking fluid levels, cleaning the vehicle, etc. If necessary, the Member can make or have minor repairs done, such as replacement of windshield wipers or defective light bulbs, oil change (in the case of a prolonged trip), etc., for credit on their next invoice. However, any expense, other than gasoline, that costs more than $40 in Canada or €40 in France, must be authorized by an Agent.

Damage to a vehicle other than normal wear and tear is the responsibility of the Member and remains their cost to bear: damage resulting from an impact, broken or deformed parts, dents with a diameter greater than 2cm, scratches on the body requiring touch-up paint or bodywork, snagging, tearing or burning on the seats, carpets or upholstery, permanent stains, holes, deformed rims, abnormal wear to the mechanics or the engine, etc.

5.2 Reimbursement of Expenses

As long as they are not the result of an issue caused by the Member, the eligible expenses of the Member are credited at the time of billing. The Member must give their transaction receipts to Communauto following the procedure described in Articles 4.2.3 and 4.2.4. No credit is allowed without the supporting documents.

5.3 Reporting Vehicle Anomalies

The Member must inform Communauto, as soon as they are aware, of any irregularity in the operation of a vehicle such as oil loss, low fluids levels, abnormal noise, low battery, etc.

6. Breakdown or collision

6.1 General Terms

While using a vehicle, the Member must follow the instructions contained in the owner's manual. If any problem arises that prevents or limits the use of the vehicle or that may compromise anyone's safety, the Member must communicate with Communauto and arrange to have the vehicle moved safely, in accordance with the instructions of an Agent.
Any expense exceeding $40 in Canada or €40 in France must be authorized by an Agent. If necessary, the Member must pay for roadside assistance, repairs, and other expenses, or if previously agreed upon, these expenses may be charged to Communauto's account. If the Member must pay for the charges, the costs will be reimbursed on the Member's invoice, upon presentation of the appropriate receipts.

In Canada, Communauto's roadside assistance is available for all situations requiring a towing service in Canada or the United States. In France, vehicle assistance services are those provided by Communauto's insurer and by vehicle manufacturers. If the Member accepts a tow from another service without Communauto's authorization, the Member may be billed for all or part of the costs arising from this decision.

Any decision relating to the repairs to be made on a Communauto vehicle, the schedule for completing the repairs, and the choice of the repair shop where they will be made, if applicable, are at the discretion of Communauto.

6.2 Boosting/Jump Starting

If the Member undertakes to start a Communauto vehicle by means of a boost from a third party, they must inform Communauto immediately upon return of the vehicle. The Member is entirely responsible for any damage that may result from the improper use of booster cables or booster packs.

6.3 Collision

In case of a collision involving damages, the Member must notify an Agent as soon as possible. If another vehicle is involved in the collision, the Member must fill out an official police report (mandatory in several Canadian provinces if the value of the damage appears to be greater than $2,000), or complete the joint report (in Quebec and France), or take note of the following information:

a) date, time, place and circumstances of the accident;
b) the licence plate numbers of the vehicles involved, the models and years, their vehicle identification numbers, as well as the insurance certificate numbers (with the names and addresses of the insurance companies), and the names of the insured parties;
c) the names, addresses, phone numbers and driver's licence numbers of the parties involved in the accident;
d) the names and addresses of the owners of the cars (if the drivers are not the owners);
e) the names, addresses and phone numbers of witnesses, if any (indicate if these were passengers of the vehicles involved);
f) a description of the damages to the vehicles;
g) the signatures of all drivers involved.

In all cases, the Member is responsible for being informed and respecting the rules in force in the jurisdiction where the collision took place (see the FAQ on the Communauto website for more details).

Claiming responsibility or fault in the event of a collision will have no bearing on how Communauto or its insurers interpret the situation.

6.4 Hit and Run

In Canada, if a Member is victim of a hit and run collision, they must obtain a police report. This report is not required in France.

6.5 Investigation and Procedure

The Member agrees to provide Communauto and any other claims adjustment service with the findings of any report or any notice relating to a claim or a lawsuit against Communauto regarding a collision involving a Communauto vehicle or any vehicle obtained through Communauto (i.e. a Network Reservation company – see 4.3.3.2).

The Member agrees to cooperate fully with Communauto in the investigation and defense of any such claim or lawsuit of this nature.

6.6 Multiple Accidents

Following an accident or repeated accidents, Communauto reserves the right, depending on the nature, frequency, or circumstances of the events, to suspend or terminate the Membership Contract, or to revoke eligibility for certain collision damage waiver options.

7. Insurance

7.1 Coverage

When using a Communauto vehicle, the Member is covered by the following agreements, among others in the insurance policy, as indicated below:

a) **third-party liability**: third-party liability: any person authorized to operate a vehicle under the Rules and Regulations is covered by a third-party liability insurance policy and subject to all its terms, conditions, and exclusions. In Canada, the third-party liability coverage is $5 million for vehicles based in Quebec, and $2 million for vehicles based in other Canadian provinces (insured by Intact). In France, the coverage is €100 million for damage and unlimited in the event of bodily injury (insured by MACIF);

b) **collision**: any person authorized to operate a vehicle under the Rules and Regulations is covered by collision insurance. Nevertheless, the Member is responsible for paying the Damage Fee corresponding with the Damage Protection Plan option (“deductible option” in France) selected by the Member.

7.2 Member’s Responsibility

7.2.1 Regardless of any Damage Protection Plan (or deductible) to which the Member may have subscribed, the Member is responsible for the full value of any damage caused to a vehicle that is not covered by Communauto’s insurance policy, or by a manufacturer’s warranty and that occurs during the Member’s use of said vehicle. Also, the Member is responsible for any damage caused by an animal, and for any stain or mark caused by an animal, or otherwise caused (coffee, soup, etc.) that requires specific cleaning.

7.2.2 Regardless of any Damage Protection Plan (or deductible) to which the Member may have subscribed, the Member is responsible for any damage that is not covered by Communauto’s insurance policy or by the vehicle manufacturer’s warranty, in particular if the Member:

a) uses a vehicle in a way or for purposes that are prohibited (under article 3 of the Rules and Regulations);
b) fails to abide by any requirement or condition as set out in the Rules and Regulations, particularly if the Member neglects to gather the necessary information or to collaborate fully following a collision or theft of a vehicle and this negligence is the cause of any additional costs incurred by Communauto;
c) uses a vehicle in a negligent way, floods the engine when attempting to start it, fills the fuel tank with the wrong type of fuel (for example diesel instead of gasoline), or fails to follow the instructions contained in the owner's manual;
d) fails to remove the keys from the vehicle or to close and lock all doors, windows and the trunk;
e) fails to turn off the engine or certain accessories (such as headlights and windshield wipers, etc.) when returning the vehicle;
f) fails to advise Communauto of any theft, vandalism, or damage to Communauto's vehicle (or any vehicle obtained through Communauto), or any collision, within a maximum period of twenty-four (24) hours;
g) fails, following an accident which is the subject of a claim, to provide the information or documents requested by Communauto and/or an insurer within the required time period (generally 48 hours).

7.2.3 In France, in the event of a vehicle theft, under penalty of forfeiture of insurance, the Member must remit to Communauto the original theft declaration report (and possibly the vehicle keys) by any means at their convenience within 8 days from the filing of the complaint. It is the Member's responsibility to provide proof, by all means, of the duly established circumstances of the theft, attempted theft or the dispossession of the vehicle.

7.3 Travelling Outside the Country

7.3.1 The Member may only drive or use Communauto vehicles belonging to a Canadian branch within the territory of Canada and the USA. Communauto vehicles in France are permitted to be driven or used only in member countries of the European Union, Switzerland, and the United Kingdom.

8. Infractions

8.1 The Member is responsible for any tickets received during the period of use of a vehicle. If necessary, Communauto will provide the relevant information to the appropriate authorities. Administrative processing fees apply when Communauto has to handle a ticket (e.g., unpaid parking violations by the customer, photo radar fines, etc.). See Appendix – Penalties and Other Fees.

8.2 In Canada, it is not legally possible for a Member to contest a ticket on behalf of the vehicle owner if the ticket was not issued in the Member's name. This generally concerns parking violations. Additionally, Communauto does not contest these tickets. This restriction does not apply when the ticket bears the name of the Member. In this case, the driver of the vehicle to whom the ticket was issued is authorized to enter a plea.

8.3 At the end of the reservation, the Member must not leave a vehicle in a restricted parking zone (other than those from which the vehicle they used is duly exempt - see the FAQ on the Communauto website for more details). If the Member fails to do this, or fails to comply with the instructions of an Agent, the Member will be liable for costs incurred by Communauto for any parking ticket, traffic ticket, or towing caused by the Member's parking decision. If the Member fails to follow the instructions contained in this article, Communauto may instruct the Member to remove the vehicle from an area with such restrictions. If Communauto is required to intervene to resolve the problem and or if a third-party service is used (taxi, roadside assistance, etc.), the Member will be responsible for these costs (see Appendix - Penalties and other fees).

9. Billing

9.1 Billing for vehicle usage, including penalties and other fees (see Appendix – Penalties and Other Fees), is done daily. Depending on the payment method used, the amount due is either charged on the next business day or must be paid in full no later than the due date.

9.2 An account statement showing all transactions is issued monthly. It is sent to the person registered as the Responsible Member. However, the Responsible Member, as well as all Co-Members, are jointly responsible for any balance owing.

9.3 Prepayment

In France, Communauto reserves the right to automatically withdraw a pre-payment amount of €100 and/or the amount corresponding to the outstanding amount in the event that it reaches or exceeds €150.

In Canada, Communauto reserves the right to automatically withdraw the amount corresponding to the cost of the already elapsed period of any active or ongoing trip that is longer than 24 hours in length.

9.4 Corrections

The Member has 3 months following the related statement date to indicate any errors or omissions. No correction or credit can be made after the 3 months following the statement date.

9.5 Payment Methods

Payments can be made by credit card or by pre-authorized debit. Payment will be processed by the Communauto legal entity (see 1.1.1) that has offered the carsharing service, no matter under which legal entity the Member has registered for the service.

Members who joined prior to the introduction of credit card payments may continue with their current payment method.

9.6 Late Payment

Interest, the percentage of which is indicated on the monthly account statement produced by Communauto, accumulates on any unpaid balances.

A Member whose balance is overdue or whose account is the subject of a failed debit cannot make new reservations or use FLEX vehicles until their payment has been settled.

9.7 Outstanding balance or credit limits

A Member whose balance, including the pending balance (not yet invoiced) and the cost of future reservations, exceeds the pre-authorized limit cannot make new reservations or use FLEX vehicles as long as the balance remains greater than the amount applicable to the Member's situation.

The outstanding balance or credit limits are:

In Canada: $1,000 for users who have paid a refundable membership fee and $500 for others.
In France: €500 for users who have paid a refundable security deposit and €150 for others.

We reserve the right to modify these limits in the event of unpaid accounts.

10. Penalties, Amendment and Termination of Contract

10.1 Penalty Policy

The Member agrees in the event of non-compliance with any provision of the Rules and Regulations for which a penalty is provided (see Appendix - Penalties and other fees), to pay Communauto the amount indicated, plus costs to Communauto, if any.

10.2 Modifications

In accordance with the provisions of the Contract, Communauto reserves the right to modify from time to time, when it deems it useful or necessary, the terms and conditions stipulated in these Rules and Regulations and its appendix.

10.3 Termination of the Contract

In accordance with the provisions of the Contract, Communauto reserves the right, in addition to the invoicing of penalties or other charges (see Appendix - Penalties and other fees), to cancel the Contract if the Member does not comply with any of the terms and conditions set forth in the Contract or the Rules and Regulations.

Ce document est aussi disponible en français.

Last updated: July 16, 2026.