

## RULES AND REGULATIONS

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## 1. Definition

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

- 1.1.1. **Member:** the person registered as a Member and, unless instructed otherwise in our Rules and Regulations, the Co-Member, as well as any other authorized Communauto user;
- 1.1.2. **Co-Member:** the person registered as the Co-Member, for membership status that allow it;
- 1.1.3. **Contract:** the membership contract and its Appendices;
- 1.1.4. **Agent:** the person responsible for customer relations for Communauto or any other authorized representative of Communauto;
- 1.1.5. **Rules and Regulations:** all the operating rules of Communauto contained in the Rules & Regulations for the use of vehicles and its Appendices, the various offers, as well as any other instructions issued from time to time by Communauto to ensure the proper operation of the service.
- 1.1.6. **Service Area:** the designated geographical area where it is possible to start a trip and to return a FLEX vehicle;
- 1.1.7. **FLEX's Drop-Off Point:** designated street or off-street location generally located outside the Service Area, 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 himself;
- 2.1.2. another registered user of Communauto;
- 2.1.3. any person who is not a Member, who holds a valid driver's license, class G or G2 (or equivalent), and who accompanies the Member at the time of using a vehicle;
- 2.1.4. any other person pre-authorized by Communauto.

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

## 3. Prohibited Uses

3.1 The following uses of the vehicles are prohibited:

- 3.1.1. in a careless or abusive manner, or ill-advisedly;
- 3.1.2. by a person who gave Communauto false information;
- 3.1.3. by a person under the influence of alcohol, drugs or medication that impairs his ability to drive a vehicle;
- 3.1.4. while in the act of an offense or an illegal activity.

3.2 Smoking in Communauto's vehicles is prohibited.

## 4. Use of Vehicle

When taking possession of a vehicle, the Member must inspect it. He must inform Communauto without delay of any anomaly or damage not recorded on the vehicle description report describing the general condition of the vehicle (placed in the glove compartment). Communauto can hold a member responsible for any damage on a vehicle that goes unreported before departure.

## 4.1 Customer Service and Emergencies

It is possible to speak to an Agent at any time (24/7) by dialing the customer service number. However Communauto's opening 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 email to report a problem.

## 4.2 Gas and Other Refundable Expenses

### 4.2.1. Filling the Gas Tank

Upon the return of the vehicle, the Member must ensure that the tank is at least one quarter filled. A credit card provided by Communauto can be used under certain conditions to refuel. The cost of gasoline paid by the Subscriber, if any, will be credited by Communauto (regular unleaded gas only).

### 4.2.2. Car-wash and Windshield-washing Fluid

The maximum amount credited for a car-wash is \$10 (taxes not included). Only winter windshield washer fluid (-35° or -40°C) must be used all year long. The Member must fill the windshield washer fluid tank of the vehicle if it is empty. The Member who empties the last jug must replace it with another full jug.

### 4.2.3. Reimbursable Expenses

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

If a Member uses their own funds to make a reimbursable purchase (gas, windshield washer fluid, etc.), he must supply the proof of purchase, either by electronic transmission of the photo of the purchase receipt (with the Communauto app or the My Account section of the website), or by mail at 346 Waverley Street, Ottawa ON K2P 0W5 (in the latter case, do not forget to indicate, on the receipt, your Member Number and the Number of the vehicle involved).

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

### 4.2.4. Vouchers

An Interac or a credit card transaction summary that does not mention the nature of the purchase and the store where the expense was incurred 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 submitting an eligible proof of payment.

## 4.3 Vehicles available on reservation

In this section, you will find the rules of use specific to Communauto vehicles available with reservation for a roundtrip in Ottawa, Kingston, Hamilton, Kitchener-Waterloo, Guelph, Cambridge and London. See the "4.4 FLEX vehicles" section for rules specific to the use of vehicles available without reservation in Toronto.

### 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

It is possible to start or end a reservation at the beginning of every hour or at any of the following quarter of an hour. A minimum booking of half an hour is required.

#### **4.3.1.4. Evening Reservations**

It is possible to speak to an Agent at any time (24/7) by dialing 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 (noon) 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 at least two hours prior to the start of the vehicle use period, or before 9 a.m. in the morning of the use period, otherwise a cancellation fee applies (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 in case another member may have reserved the vehicle. The vehicle must be returned to its Communauto Station or to the location as directed by the Agent. Not complying to this rule will incur late penalties (see Appendix – Penalties and other fees).

#### **4.3.1.8. Member's Responsibility When Using a Vehicle**

The Member must pick up the vehicle he has reserved to its Communauto Station and return it clean and in good working order to the same place (or the location as directed by the Agent), at the latest at the end of the period for which it was reserved.

After each use, the Member must activate the parking brake and return the vehicle key to the appropriate place in the glove box and use the App or FOB key to lock the doors (always check that all the doors are locked before leaving the vehicle).

Members who return a vehicle in the wrong location or fails to return the vehicle key to the appropriate place, must notify Communauto as soon as possible. The offending user is charged for the period between the end of his reservation and the moment at which the problem is solved. If Communauto is required to intervene to resolve the problem and / or if a third-party service is used (taxi, roadside assistance, etc.), this fee shall be borne by the Member (see Appendix - Penalties and other fees).

#### **4.3.1.9. Vehicle Returned Early**

A Member who brings back a vehicle earlier than the scheduled end of their booking must notify Communauto to take advantage of the credits they may be entitled to by releasing the vehicle to make it available to other Members. This can be done either by phone or online, by using the "Release" feature. Simply using the App or FOB key to lock a vehicle at its station is not enough to "release" it and receive any credits.

#### **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 the location as directed by an Agent. If the member has the flat tire repaired, all expenses occurred by the Member will be fully refunded. If the Member leaves the vehicle to abandonment or if he fails to leave it at the location agreed with the Agent, he may be charged with a Vehicle abandonment fee (see Appendix - Penalties and other fees).

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

## 4.4 FLEX Vehicles

You will find in this section the rules of use specific to the FLEX vehicles available without reservation in Toronto. See “4.3 Vehicles available by reservation” for the rules specific to Communauto vehicles available by reservation in other cities.

### 4.4.1. Service Billing

#### 4.4.1.1. Determination of the duration of use

The Member may use the FLEX vehicles spontaneously without reservation.

Calculation of the price for the use of the service begins when the Member accesses the vehicle using the App and ends when the vehicle is "released".

#### 4.4.1.2. Release a Vehicle

It is the act of locking the doors of a vehicle by using the App inside the Service Area or in a FLEX drop-off point that releases the vehicle and puts an end to the usage period that will be charged to the Member. A warning light and door locks confirm the success of this maneuver.

#### 4.4.1.3. Booking in Advance

A FLEX vehicle can be booked (blocked) for a period of up to 30 minutes. This provides the Member with time to reach and access the vehicle. This time is not charged.

#### 4.4.1.4. Fuel Credit

A time credit of up to 20 minutes is given on the FLEX rate if a gas purchase of \$20 or more is made during a trip of 1 hour or less. For a trip shorter than 20 minutes, the time credit is equivalent to the total trip time.

### 4.4.2. 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 in a FLEX drop-off point of the city where the vehicle was picked up.

The use of a vehicle outside the Service Area is permitted as long as it is brought back at the end of the trip within the limits of the Service Area or in a FLEX drop-off point.

Unless the vehicle is brought into a FLEX drop-off point, it is not authorised to complete a trip outside the Service Area.

### 4.4.3. Privilege and restriction of Parking within the Service Area

Within the Service Area, FLEX vehicles may be parked in areas reserved for residential permit holder.

Unless exception, at the end of use, the vehicles must always be released curbside in the public domain at a place that does not have (even temporary) parking restrictions (see FAQ for details).

It is forbidden to release a vehicle at any private location unless it is a FLEX drop-off location duly identified.

If a Flex vehicle is parked in a metered space during a trip it is the Member's responsibility to pay the meter, if applicable. It is not permitted to release a vehicle in a metered space at the end of a trip; as it is not permitted to bring a vehicle back to an area with temporary restrictions other than street cleaning (e.g. a landing or bus lane), even if parking is permitted in that area at the time of the return. A particular attention should be paid to temporary snow removal in the winter.

A Member who returns a vehicle to a prohibited location is responsible for all applicable fines and fees. If Communauto is required to intervene to resolve the problem and / or if a third-party service is used (taxi, roadside assistance, etc.), this fee shall be billed to the Member (see Appendix - Penalties and other fees).

#### **4.4.4. 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 application whether or not parking is authorized at this time or if specific rules apply to this location.

It is prohibited to use these locations to perform a temporary stop while traveling. FLEX Drop-Off Points can only be used to start a trip or to restore (release) a vehicle at the end of the trip.

#### **4.4.5. Flat Tire**

In case of a flat tire, the Member is responsible for bringing the vehicle back into the Service Area or to the location as directed by an Agent. If the member has the flat tire repaired, all expenses occurred by the Member will be fully refunded, upon reception of detailed receipt. If the Member leaves the vehicle to abandonment or if he fails to leave it at the location agreed with the Agent, he may be charged with a Vehicle abandonment fee (see Appendix - Penalties and other fees).

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

#### **4.4.6. Electric Vehicles**

##### **4.4.6.1. Electric Car Battery Charge**

Depending on driving styles, terrain and accessories used (including heating and air conditioning), the range of electric vehicles can be extremely variable.

Vehicle autonomy can be maximized by selecting ECO mode instead of D for "Drive" (strongly recommended).

##### **4.4.6.2. Avoid Power Outages**

When using an electric vehicle, the Member is responsible for ensuring that the vehicle has the necessary charge for their trip.

## **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 the fluid level, 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, change of oil (in the case of a prolonged trip), etc., for credit on their account. However, any expense, other than gasoline, that cost more than \$20, must be authorized by an Agent.

### **5.2 Reimbursement of Expenses**

As long as they are not the result of the Member's fault, the eligible expenses of the Member are applied to the account. 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 Anomaly**

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

## **6. Breakdown or accident**

### **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 people's safety, the Member must

communicate with Communauto and arrange for the safe transfer of the vehicle, in accordance with the instructions of the Agent.

Any expense exceeding \$20 must be authorized by the 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, he will be refunded on the Member's invoice, upon presentation of the appropriate receipts.

## 6.2 Jump Starting (Boost start)

If the Member undertakes to start the Communauto vehicle by means of a boost from a third party, he 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.

## 6.3 Accident

In case of an accident involving damages, the Member must notify an Agent as soon as possible. If another vehicle is involved in the accident, the Member must fill out an official police report (mandatory in Ontario for damage exceeding \$ 2000). The report must include all the useful information on the circumstances of the accident as well as information in regards to the people involved (names, address, phone number, driver's licence number, license plates, model of the vehicle, etc.).

## 6.4 Hit and Run

If a Member is victim of a hit and run, he or she must, by law, obtain a police report.

## 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 an accident involving a Communauto vehicle, or one obtained through the intermediary of Communauto.

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

# 7. Insurance

## 7.1 Coverage

The insurance policy issued to Communauto is an integral part of the Rules & Regulations, and copies are available on request (also see: [http://www.fsco.gov.on.ca/fr/auto/forms/pages/oap1\\_forms.aspx](http://www.fsco.gov.on.ca/fr/auto/forms/pages/oap1_forms.aspx)).

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

- a) **civil liability:** any person authorized to operate a vehicle under the Rules & Regulations is covered by a civil liability insurance policy (two million dollars protection) and subject to all its terms, conditions, and exclusions;
- b) **accident:** if a Member is involved in an accident, the authorized driver is covered by a collision insurance. Nevertheless, the authorized driver is responsible for paying the deductible up to the limit determined in the Membership Contract (\$0/\$300/\$600);

## 7.2 Member's Responsibility

- 7.2.1 Regardless of any deductible reduction to which he 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 the manufacturer's guarantee which is in effect during the period that covers the use of the 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 deductible reduction to which he may have subscribed, the Member is responsible for any damage for which the Member is at fault and that is not covered by Communauto's insurance policy or by the vehicle manufacturer's guarantee, in particular if the Member:

- a) uses a vehicle for purposes that are prohibited (under article 3 of the Rules & Regulations);
- b) fails to abide by any requirement or condition as set out in the Rules & Regulations, particularly if he neglects to gather the necessary information or to collaborate fully following an accident 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, 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 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 one obtained through an intermediary), or any accident within a maximum period of twenty-four (24) hours.

### **7.3 Travelling Outside of Canada**

**7.3.1.** The Member may only drive, transport, or use Communauto's vehicles within the territory of Canada and within the continental USA.

## **8. Infractions**

- 8.1** The Member is responsible for any parking or traffic ticket received during the period of use of a vehicle. A \$20 administrative fee applies when Communauto is required to process a parking or traffic ticket (parking infraction not paid by the client itself, photo radar charges, etc.). See Appendix - Penalties and other fees.
- 8.2** At the end of the reservation, the Member must avoid leaving a vehicle in a restricted parking zone. If the Member fails to do so or to comply with the instructions of the Agent, he will be liable for costs incurred by Communauto for any parking or traffic ticket or towing caused by the Member's parking decision. When the Member fails to observe the instruction contained in this article, Communauto may instruct 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 fees incurred shall be billed to the Member (see Appendix - Penalties and other fees).

## **9. Billing**

- 9.1** Members are billed periodically (daily or monthly depending on the service they use or their Membership Plan) for the use of vehicles and for any penalties incurred under the Appendix – Penalties and other fees of these Rules & Regulations. Payments of monthly invoices are due in full no later than the due date.
- 9.2** The various fees for the use of vehicles and penalties which are the responsibility of the Member and of any Co-Members are invoiced directly and solely to the Member; however, the Member and any Co-Members are jointly responsible for payment in full of the amount invoiced.

### **9.3 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.

#### **9.4 Payment Methods**

Communauto FLEX payments can be made by credit card only (VISA or MasterCard). Payment by pre-Authorized Debit is available for some other membership status.

#### **9.5 Late Payment**

Interest accumulates at the rate of 2% per month (26.8% per annum) on any unpaid balances.

If the preauthorized payment has failed to pay the due payment at the due date, the Member will be blocked from making new reservations or usage of FLEX vehicles until his account is in good standing and payment has been made in full.

#### **9.6 Balance over \$500**

The Member whose balance is greater than \$500 at the time of the statement date will be blocked from making new reservations or usage of FLEX vehicles for as long as the balance exceeds this amount.

### **10. Penalties, Amendment and Termination of Contract**

#### **10.1 Penalty Policy**

The Member agrees to pay Communauto, in the event of non-compliance with any provision of the Regulations for which a penalty is provided (see Appendix - Penalties and other fees), 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 respect either one the terms and conditions set forth in the Contract or the Regulations.

*This document is also available in French.*