
SUBSCRIBER AGREEMENT

BETWEEN SUBSCRIBER

First Name: Last Name:
Building:
Address: Street number: street: Unit number:
Municipality: Province: Québec Postal code:
Birth date: YYYY / MM / DD
Driver license number: XXXXX - XXXXXX - XX
Expiry date: YYYY / MM / DD
Telephone number (home): XXX - XXX - XXXX
Other telephone: XXX - XXX - XXXX (Please specify)
Email: @ .
Emergency contact: Telephone number:

AND LIBROTO INC.

1. DEFINITIONS

- 1.1. Subscriber: includes the Co-Subscriber and can also be referred by member.
- 1.2. Family Subscription: includes the Subscriber and the addition of one or multiple Co-subscriber(s) living in the same dwelling.
- 1.3. Agreement: refers to the present agreement including the preamble and its schedules, all related documentation or subordinate thereto and any modifications that may be made from time to time by LibroTO, in accordance with section 11.3.
- 1.4. Vehicle: car property of LibroTO usually parked in the building garage where the Subscriber resides or near that place.

2. OBJECTIVE OF THIS PRESENT AGREEMENT

This agreement allows the Subscriber to use a motor vehicle owned by LibroTO under the terms and conditions specified in this agreement and the appendices which are an integral part.

3. AUTHORIZED DRIVER



Only LibrOTO registered Subscriber of 25 years and older holding a valid driving license and meeting LibrOTO's admission criteria are authorized to use this service.

4. ADMISSION CRITERIA

- 4.1. To gain access to LibrOTO's carsharing services, Subscriber and if any Co-Subscriber have to meet the following criteria's :
 - 4.1.1. Be 25 years or older;
 - 4.1.2. Detain a valid driving license (apprentice driver not accepted);
 - 4.1.3. Dwell in a selected building by LibrOTO and have a proof of residency;
 - 4.1.4. No driving while impaired or criminal docket
 - 4.1.5. Supply a driving record showing at most two (2) minor violations to Highway Code within the last two (2) years.
 - 4.1.6. Supply insurance claim record showing :
 - 4.1.6.1. Responsible for no claims within the last three (3) years
 - 4.1.6.2. A maximum of two (2) claims not at fault within six (6) years
 - Or
 - 4.1.6.3. One (1) responsible claim and one (1) non-responsible claim within the last six (6) years.
- 4.1.7. Hold a satisfactory credit record.

5. ENROLLMENT FEES AND REIMBURSMENT

- 5.1. Any eligible person must pay \$ 500 as Subscriber enrolment or \$ 750 for Family Subscription exception being the Occasional User package (see schedule 1 for more details). This amount may be used to pay his outstanding account of more than sixty (60) days or any other necessary financial operations of LibrOTO.
- 5.2. The amount referred to in paragraph 5.1 is refundable upon termination of this contract, net of amounts due to LibrOTO.

6. CONTRACT PERIOD

This contract is of indefinite duration, subject to a minimum of one (1) year.

7. TERMINATION OF THE AGREEMENT

- 7.1. The Subscriber or LibrOTO may terminate this agreement at any time after the minimal period of one (1) year upon a letter of sixty (60) days' notice.
- 7.2. LibrOTO reserves the right to terminate this agreement in whole, prior notice of seven (7) days, for reasons including but not limited to: failure to pay, breach of contract or terms and conditions, car insurance, broken vehicle or negligent conduct by Subscriber, insufficient revenue generated by the Vehicle, termination of agreement with the selected building, shortage of parking spot.



- 7.3. Upon termination, Subscriber agrees to submit to LibrOTO forthwith all objects belonging to latter such as keys, vehicle(s) in his possession and discharge of all amounts that are due to the company as well as collection fees or other expenses incurred by LibrOTO to recover amounts owed
- 7.4. Termination of this agreement ends automatically the Subscriber package without prior notice or warning.

8. LIMITATION OF LIABILITY

- 8.1. LibrOTO is released from any liability related to the use of its services by its Subscribers.
- 8.2. Moreover, LibrOTO disclaims all liability for losses of objects inside the vehicle(s), service disruption or unavailability or any other contingency.

9. PENALTIES

There are penalties for violations of terms and conditions. The Subscriber has the obligation to pay any penalties imposed under section 13 of Schedule 2 which is an integral part of the present Agreement.

10. TRANSFER OF THE USAGE RIGHTS

It is strictly forbidden to transfer the usage rights of using LibrOTO services without a previous agreement of a LibrOTO authorized person.

11. FINAL PROVISIONS

11.1. Onboard computer

The LibrOTO vehicles may be equipped with onboard computer equipped with a GPS tracking system. The Subscriber or where appropriate the Co-Subscriber therefore agrees that his travel with such vehicles be monitored and localized in real time and data drawn off this equipment including reservation usage time and/or distance travelled, be used for billing purposes or correctness.

11.2. Solidarity

The Subscriber and the Co-Subscriber are jointly liable.

11.3. Modifications

LibrOTO reserves the right to amend at any time and without notice the terms and conditions of this agreement.

11.4. Explanation and understanding

The Subscriber and where appropriate the Co-Subscriber declare(s) having fully understood the terms of this agreement and made all the necessary steps for its proper understanding

12. SCHEDULES

12.1. SCHEDULE 1 – Pricing and enrolment package

12.2. SCHEDULE 2 – Terms and conditions

In witness whereof, (Surname and name of the Subscriber) accepts this agreement in (municipality) the XXth day of (month) 2015 at HH:MM

SUBSCRIBER AGREEMENT – SCHEDULE 1

PRICING AND ENROLMENT PACKAGE

PACKAGE SELECTION

To subscribe to LibrOTO, it is mandatory to pay the amount specified in section 5 of the Subscriber Agreement and pay the annual Package cost selected according to the following table:

Packages ¹	Heavy User	Standard	Occasional
Cost per kilometer			
<i>1 – 150 km</i>	\$ 0.25	\$ 0.33	0 \$
<i>151 km or more</i>	\$ 0,15	\$ 0,15	\$ 0,15
Hourly Rates	\$ 1.99	\$ 2.25	\$ 6.75
Hourly rates Monday to Wednesday – rush hour	\$ 2.25 \$	\$ 2.50	\$ 6.99
Hourly rates Thursday to Sunday – rush hour	\$ 2.50	\$ 2.75	\$ 7.25
Daily Rates	\$ 21.99	\$ 24.50	n/a
Work Rate – 11 hours and 50 km included²	\$ 23.60	n/a	n/a
Annual fee	\$ 29.99/month	\$ 14.99/month	\$ 19.99/year
<i>For each Co-Subscriber</i>	<i>\$ 19.99/year</i>	<i>\$ 19.99/year</i>	<i>\$ 19.99/year</i>
Refundable subscription fee³	\$ 500	\$ 500	\$ 0
<i>Family Subscription</i>	<i>\$ 750</i>	<i>\$ 750</i>	<i>n/a</i>

In order to guide the selection of Subscriber, the Packages have been established based on the following yearly assumptions:

1. The *Heavy User* Package is mainly intended for Subscribers that aims to use the service one (1) to three (3) times weekly.
2. The *Standard* Package for one (1) to three (3) times monthly
3. And the *Occasional User* Package for Subscribers who would use the service less than one (1) time monthly.

However the Subscriber has the flexibility to select any package that is more suitable, regardless of frequency of use.

¹ GST and QST not included.

² The Work Rate is applicable for the Heavy User Package only from Monday to Friday from 6:00 am to 4:59 pm inclusively and up to 50 km per day. A surcharge of \$ 0.25/km is applicable for longer distance.

³ The subscription fee is refundable upon contract termination for a period minimum of one (1) year.



PRICING

- 1.1. The rush hour is applicable from 5 PM to 10:59 PM all week and from 9 AM to 10:59 PM Saturday to Sunday.

DURATION AND EXPIRATION OF SELECTED PACKAGE

The duration of the Package is one (1) year minimum. Subsequently, the Package is renewed automatically unless otherwise specified. Package costs are non-refundable.

CHANGE OF PACKAGE

It is possible to change the package in favour of a more expensive at any time. The new chosen package is valid for one (1) year starting from the date of change.

INDEXATION CLAUSE AND ADDITIONAL CHARGES

- 4.1. The yearly Packages, hourly rates and cost per kilometer are subject to change at any time, under 30 days' notice. The Subscriber has the right to reject such changes by terminating his contract without charge, upon prior written notice 30 days after the entry into force of change.
- 4.2. In addition, the cost per kilometer is subject to fuel surcharge, in case where the average monthly cost of fuel exceeds \$ 1.45 per liter.

PACKAGE SELECTION AND SIGNATURE

I hereby, (First Name and Last name) have read and fully understood the terms of this Schedule and I choose the following Package:

Heavy User Package

Standard Package

Occasional User Package

Accepted in (municipality) the XXth day of (month) 2015 at HH:MM.

SUBSCRIBER AGREEMENT - SCHEDULE 2

TERMS AND CONDITIONS

BOOKING PERIOD

- 1.1. The minimum booking period is one (1) hour and the maximum is three (3) consecutive days unless otherwise authorized.

FORBIDDEN USAGES

- 2.1. It is strictly forbidden to drive the Vehicle while impaired to make a theft or any criminal act. It is forbidden to exceed the speed limit or drive the Vehicle in a dangerous or neglectful way.
- 2.2. It is strictly forbidden to smoke or consume illegal drugs inside the Vehicle.
- 2.3. The number of passengers are limited to five (5). It is also prohibited to transport goods that exceed the volume of the trunk compartment.
- 2.4. It is forbidden to travel outside the Quebec province.
- 2.5. It is prohibited to take the Vehicle without booking in advance. This will constitute a violation resulting in a penalty (refer to section 13.3.1).
- 2.6. It is prohibited to transport animals without a previous agreement of a LibrOTO authorized person.
- 2.7. It is also forbidden to haul, propel or push a trailer or another vehicle.

RESERVATION

- 3.1. It is mandatory to make a reservation before taking possession of the vehicle.
- 3.2. Two kinds of reservation are offered:
 - 3.2.1. Online reservation via LibrOTO website
 - 3.2.2. Telephone reservation at 514.742.6200
- 3.3. It is important when booking to ensure that the selected time is sufficient to complete the travel including contingencies (traffic congestion, weather, refuelling, etc.). This applies not only to avoid late penalties, but also to be on time for the next rideshare.
- 3.4. It should be noted that at most one can book 60 days in advance.
- 3.5. The reservation is for a minimum of one hour and cannot begin until the first minute of the hour.
- 3.6. In case of exceeding reservation time for unexpected reasons, please contact at the earliest possible LibrOTO representative at 514.742.6200 to determine if any extension is possible. The representative will inform you about the procedures to follow.
- 3.7. For cancellations, it is necessary to be made as early as possible by the same method of booking. Penalties may be applicable depending upon time of cancellation.



VEHICLE USAGE

- 4.1. The Vehicle can only be used by registered Subscriber with a valid driver's license.
- 4.2. Once the reservation is completed, start-up of the engine vehicle is done as follows:
 - 4.2.1. If the blue light is blinking then place your hand in front of the RFID reader, which is located on the windshield driver side until it lights continuously;
 - 4.2.2. Place the RFID card or chip in front of the reader until obtaining a bip sound and unlocking doors;
 - 4.2.3. Take the vehicle engine key that is located inside and use to start the engine;
 - 4.2.4. The above procedure should be applied every time the engine is turned off.
- 4.3. It is the responsibility of the subscriber to inspect the Vehicle prior to use and to report without delay, any discrepancies that do not appear on the inspection form to the representative of LibrOTO. Failure to do so, such anomalies can be charged against the subscriber.
- 4.4. At the end of the trip, the vehicle must be returned to its designated parking lot. The Vehicle must be clean and in good operating condition. In no case the engine key should leave the Vehicle. The latter should always be kept at its designated location for the next user. Failure to do so will result in penalties or even Subscription revocation.
- 4.5. In the unlikely event that the designated LibrOTO parking is taken by another vehicle, user should make the necessary arrangements for towing the vehicle at fault. Please contact the representative for assistance.

ON-BOARD SLIP AND MILEAGE

- 5.1. Upon taking possession of the vehicle, the on-board slip must be completed ensuring that the mileage indicated by the previous user corresponds to the Vehicle's odometer. Should also be checked any other relevant information such as the volume of the gas tank, alarms or other damages. Any discrepancy should be reported to the representative as soon as possible.
- 5.2. Once the previous verification is complete, you must enter the starting mileage date and time at the appropriate box. Upon return the end mileage date and time must be recorded as well as the Fuel Tank Capacity.

REFUELLING AND RECURRENT EXPENDITURE

- 6.1. Before returning the vehicle to its designated parking, it is necessary that the gas tank is at least half full. All purchases of gasoline (regular only) must be claimed in the on-board slip, making sure to state the odometer current mileage at the time of transaction. It is also required that the purchase be supported by a receipt showing the date and the time of the purchase, the price and quantity as well as GST and QST tax numbers.
- 6.2. All receipts must be inserted in the designated envelope. An authorized purchase credit will be applied to the next billing cycle.

MAINTENANCE

- 7.1. User must fill the windshield washer tank once empty. Subscriber that finishes the windshield washer jug must buy a new one for the next user. The purchase will be credited by LibrOTO if proven by a valid receipt that shows the nature of the transaction as well as GST and QST tax numbers.
- 7.2. LibrOTO will credit the expenses up to \$ 3 per gallon for a window washer and up to \$10 for a Vehicle wash.

BREAKDOWN OR ACCIDENT

- 8.1. In case of breakdown, it is necessary to call the representative to make arrangement to tow the Vehicle and guide you through the procedures. The Vehicle should never be left unattended.
- 8.2. It is the user's responsibility to install the spare tire. Otherwise, the costs of road assistance or towing will be charged to the user
- 8.3. In case of an accident with personal injury, ambulance and qualified services (police) must be called immediately.
- 8.4. In case of an accident with no injuries, it is imperative to complete the accident report that is found in the glove department along with the Vehicle registration and insurance. Otherwise, make sure to have the following information:
 - 8.4.1. The date, time, place and circumstances of the accident;
 - 8.4.2. the license plate number of the or all vehicles involved, their brand and year, their identification number (serial number) and number of the certificate of insurance (with name and address of the insurer);
 - 8.4.3. the name, address and telephone number of the drivers involved and their driver's license number;
 - 8.4.4. contact information of the owner of the vehicle (if not the driver);
 - 8.4.5. the name, address and telephone number of witnesses, if any (specify if it is a passenger);
 - 8.4.6. a description of damage to vehicles;
 - 8.4.7. All signed by the drivers involved.
- 8.5. It is necessary to sketch and describe the circumstances of accidents to allow insurers to determine liability.
- 8.6. Any hit and run accident should be immediately reported to law enforcement and representative.
- 8.7. Any accident must be reported to representative as early as possible and full cooperation of the subscriber involved in the incident is requested for efficient proceedings.

INSURANCE

- 9.1. LibrOTO vehicles are insured for liability and accidents with or without collision. This insurance is an integral part of the terms and conditions of LibrOTO's vehicle usage.
- 9.2. However, a \$ 500 deductible is not payable by the insurer and must be borne by the driver if found responsible for the accident.
- 9.3. It should be noted that LibrOTO reserves the right to suspend or terminate the subscription of a member if the latter is involved in one (1) or more responsible accidents which will affect LibrOTO claim file.
- 9.4. Refer to the previous section in case of breakdown or accident.
- 9.5. It should be noted that the user is fully responsible of all damage claims that are not covered by the insurance while the latter is using LibrOTO services.

TRAFFIC VIOLATION AND PARKING OFFENCE

- 10.1. Any traffic or parking ticket must be borne by the driver and reported to LibrOTO.



- 10.2. Otherwise, LibrOTO will charge the full amount of the ticket in the next billing cycle.
- 10.3. LibrOTO reserves the right to suspend or terminate the subscription of a member if the latter is involved in one (1) or more offences that affect their driving record.

BILLING

- 11.1. A detailed invoice of the vehicle use as well as any applicable credit will be emailed on monthly basis.
- 11.2. The invoice is payable in full on the due date marked on the invoice. It is necessary by provision of the payment delays or withheld from your financial institution, to not exceed the payment terms.
- 11.3. A penalty of 2% monthly or 26.8% annually will be applicable on any unpaid amount.
- 11.4. The subscriber has a maximum of three (3) month to signal any discrepancy within the invoice. No request for invoice correction could be accepted after this delay.
- 11.5. Moreover, any Subscriber who has an unpaid balance of \$ 60 or more or exceeding \$ 450 at the time of invoicing is deprived of the use of service until adequate reimbursement.

SUBSCRIPTION CARD

- 12.1. Any person using the Vehicle with a valid reservation should have at all times a valid Subscription card.

PENALTIES POLICY

- 13.1. Each subscriber has the obligation to pay the penalties imposed for non-compliance with the terms and conditions of this present contact.
- 13.2. Cancelling or shortening a reservation
 - 13.2.1. No penalties for any cancellation or shortening performed more than one (1) day in advance.
 - 13.2.2. Shortened or canceled reservations less than 24 hours in advance incur a penalty of 50% of the time block canceled.
 - 13.2.3. A reservation canceled or shortened after the beginning of period of expected use results in a penalty of 80% of the time block canceled.
- 13.3. Taking possession of the vehicle without reservation
 - 13.3.1. It is strictly forbidden to take a vehicle without booking in advance. A \$ 40 penalty will be applied plus the applicable usage fees.
- 13.4. Returning the vehicle with inappropriate fuel tank volume
 - 13.4.1. A fee of \$ 10 shall apply to any return of the vehicle with gasoline volume below half full.
- 13.5. Returning the vehicle without filling the on-board slip
 - 13.5.1. Any use of a vehicle without completing the on-board slip properly will be subject to a \$ 20 penalty.
- 13.6. Late returns



13.6.1. In the case of exceeding the reservation time limit, it is necessary to contact as soon as possible the representative to see if it is possible to extend the booking hours.

13.6.2. If the Vehicle is not reserved, no penalty will be applied, only the normal applicable fees.

13.6.3. However, if it is impossible to extend the reservation time, then taking possession of the vehicle without reservation fees would be applied.

13.7. Towing

13.7.1. Towing costs are shared 50/50 by the user and LibrOTO when the Vehicle breaks down.

13.8. General and administrative fee

13.8.1. Any replacement of accessories supplied to the Subscriber (key, parking remote control, RFID chip, etc.) or cleaning (animal presence, food, etc.) will result in a 20\$ penalty plus all the cost incurred by LibrOTO.

AMENDMENT

14.1. LibrOTO reserves the right to amend at all time without prior notice the terms and conditions of the present contract.

In the event that the French and English versions of these terms and conditions do not concur, the French version shall prevail.