

## Schedule B Driver Terms – For Round Trip and One-Way Carsharing services

**CarShare Atlantic Office**  
**Office: 2 - 5553 Bloomfield Street,**  
**Halifax, NS, B3K 1S7**

**Hotline Tel: 1-855-981-5077**

- 24/7 for Reservations and Emergency calls.
- Call Centre charges per call: \$1 daytime or \$2.50 (7pm - 8am)
- There are no Call Centre charges for Emergency and Vehicle related problem calls made to the Hotline
- There is no charge for Reservations made online at [carshareatlantic.ca](http://carshareatlantic.ca)
- Please refer to the Rates and Fees List attached as Schedule 'A' to these Driver Terms for an itemized list of all fees and charges that can apply

### Introduction

CarShare Atlantic Ltd. provides self-service access to a fleet of Vehicles. These Driver Terms applies to the qualification of Drivers and the reservation and use by Drivers of the Vehicles provided by CarShare Atlantic pursuant to the Agreement entered into between the Member (as defined below) and CarShare Atlantic.

### Definitions:

**D1.** In these Driver Terms, the following terms shall have the following meanings:

- Agreement** means the Membership Agreement entered into by the Member and CarShare Atlantic Ltd. with respect to the services CarShare Atlantic has agreed to provide to the Member and its Drivers;
- CarShare Atlantic** is the name under which CarShare Atlantic Ltd., a body corporate incorporated under the laws of the Province of Nova Scotia, carries on the business of providing self service access to a fleet of Vehicles as described in these Driver Terms;
- Courtesy Administrative Charges** means the charges described in clauses D49 through D54 of these Driver Terms which are set out in the Rates and Fees List;
- Criteria for Drivers** means the eligibility criteria to become a Driver set out by CarShare Atlantic as part of the Driver application form;
- Driver** means a person who has been issued a Driver ID number, password and Fob;
- Drivers List** means the list of the Drivers whom the Member has authorized to use Vehicles under the Member's account with CarShare Atlantic;
- Fob** means an RFID Access Fob or key Fob issued by CarShare Atlantic to a Driver;
- Hotline** means the phone line maintained by CarShare Atlantic for use by Drivers as described in these Driver Terms and on the Website. The Hotline telephone number is **1-855-981-5077**;
- Manual** refers to the operator's manual for the Vehicle which is located in the glove compartment of a Vehicle;
- Member** means the Driver's account holder that has entered into the Agreement with CarShare Atlantic regarding the use of CarShare Atlantic Vehicles by the Member's Drivers;
- Member ID** means a user ID and password which are issued by CarShare Atlantic to a Member for administering its account with CarShare Atlantic, including control of the Drivers List;
- Personal Information** has the meaning set out in the Freedom of Information and Protection of Privacy Act, SNS 1993 c.5, and in the Agreement and these Driver Terms, includes the Personal Information of a Driver and any person who applies to be a Driver;

- m) **Pre-trip walkaround** means the Driver has completed the pre-trip walkaround check as described in clause D8 and clause D9 of these Driver Terms;
- n) **Privacy Policy** means the privacy policy established by CarShare Atlantic available on the Website. The CarShare Atlantic Privacy Policy is replaced and superseded for the purposes of these Driver Terms by the privacy provisions set out in clause D43 of these Driver Terms and the privacy provisions contained in the Agreement between the Member and CarShare Atlantic;
- o) **Rates and Fees List** means the list of the fees and charges attached as Schedule 'A' to these Driver Terms, as updated from time to time, which prices are in effect for use of the Vehicles by Drivers during the term of the Agreement between the Member and CarShare Atlantic;
- p) **Reservation** means the period of time booked by a Driver for the use of a Vehicle;
- q) **Vehicle** means a Vehicle owned or leased by CarShare Atlantic that is made available to Drivers pursuant to the provisions of the Agreement and these Driver Terms, and includes any equipment in the Vehicle;
- r) **Zone** means the designated geographical area where it is possible to start and end a trip using a FLEX car;
- s) **FLEX's Drop Off Point** means a designated on-street or off-street location generally located outside the FLEX Zone where it is possible to start and end a trip with a FLEX Vehicle (this is not a "during a trip" parking spot); and
- t) **Website** means the CarShare Atlantic website hosted at [www.carshareatlantic.ca](http://www.carshareatlantic.ca) as updated from time to time.

## Driver Qualification

**D2.** Individuals who wish to become a Driver and to drive a Vehicle must first apply, qualify, and be accepted by CarShare Atlantic as a Driver. Each Driver agrees to the provisions contained in these Driver Terms, which are binding on the Driver and CarShare Atlantic.

**D3.** Each individual who makes application to become a Driver represents that the information they have submitted in their CarShare Atlantic Driver application form is complete and correct in all material respects, and authorizes CarShare Atlantic and its insurers to confirm the information they have provided relating to their driving record and for those with a workplace or Institution Member, the fact that they are employed by the Member.

**D4.** An individual who makes application to become a Driver for a Workplace or Institution Member must be added to the Drivers List of the Member in order to be issued a Driver ID, password and Fob. The unique Driver ID and Fob allows each Driver to access the Vehicles.

**D5.** Each Driver is required to read the Driver's Terms provided online. A Driver ID is activated and that Driver is issued an individual 'Key Fob' by CarShare Atlantic. When a driver makes their first trip it is their acceptance of the Driver's Terms.

**D6.** Each Driver must possess a valid Nova Scotia driver's licence, or an acceptable alternative. If a new licence must be obtained to meet this obligation, the new licence information must be submitted by the Driver to CarShare Atlantic. Any changes to a Driver's licence must be promptly reported to CarShare Atlantic by the Driver. If a Driver's licence is suspended, revoked or expires, for any reason, the Driver's right to drive a Vehicle under these Driver Terms expires immediately, and the Driver is required to inform CarShare Atlantic immediately upon the occurrence of any such event.

**D7.** CarShare Atlantic, or its insurance company, may check the driving records for each Driver from time to time. A Driver's right to be included on the Drivers List will be automatically terminated by CarShare Atlantic if such a check shows that the Driver has been convicted of careless driving or driving under the influence of alcohol or drugs, or there have been any

changes to the Driver's driving record that would cause that Driver to fail to meet the Criteria for Drivers if the Driver had been a new applicant.

### **Security Access and CarShare Atlantic Property**

**D8.** It is the responsibility of the Driver to do a 360-degree inspection of the Vehicle assigned by CarShare Atlantic, to look for any obvious visible safety issues (e. g. flat or low tires, dented body panels, excessively dirty interior or exterior, etc.) before using the Vehicle.

**D9.** The Driver must note whether or not they see any obvious visual damage or safety issues following the walkaround check described in clause D8.

If the Driver notices such an issue, the Driver is required to notify the company. If it is "Urgent" please contact the 24 Hotline immediately. For example, if the car is not drivable make arrangements as per clause D21.

If the car needs minor maintenance the Member is to notify the company through the CarShare Atlantic app or logging into Reservauto and clicking on the 'To reach us' button provided. Please take photos if you can. If the Driver does not notify damage or safety issues before beginning a trip, and there were in fact obvious damage or safety issues at that time, the Member may be held responsible for them if it is subsequently determined that those issues could have resulted from the Driver's use of the Vehicle during a trip. The Driver is not required to notify the company of any damage or safety issues that are not readily visible or obvious to the Driver, and in such event, the Member will not be held responsible for any such damage or safety issues.

**D10.** Each Driver is responsible for locking the Vehicle with the Fob assigned to that Driver every time the Driver ends a trip.

**D11.** Fobs remain the property of CarShare Atlantic. If a Driver's right to drive a Vehicle is terminated by either CarShare Atlantic or the Member, or the Agreement between the Member and CarShare Atlantic expires or is otherwise terminated, the Driver must promptly return all CarShare Atlantic property to the CarShare Atlantic office. Subject to clause D10, the Member is responsible for the payment of fees and charges, as described in these Driver Terms and set out in the Rates and Fees List, resulting from the loss or misuse by a Driver of a Fob.

**D12.** If a Driver's Fob is lost or stolen, the Driver must notify the Hotline by telephone within 24 hours of the discovery of its loss or theft. CarShare Atlantic is required to deactivate that Fob immediately upon receipt of such notice from the Driver. The Member is responsible for paying the charges set out in the Rates and Fees List that result from the unauthorized use of a Fob that has been reported as lost or stolen by a Driver up to the time that CarShare Atlantic has been notified that the Driver's Fob has been lost or stolen.

**D13.** Drivers should not mark the Fob with anything that might indicate it is for CarShare Atlantic or its Vehicles.

**D14.** Except as otherwise provided in these Driver Terms, use of the Fob by any non-Driver is strictly forbidden, and use of the Fob assigned to one Driver by another Driver is permitted only when the Driver to whom the Fob is assigned is present. Subject to the provisions of clause D10, if the Driver allows another person, who is not a Driver or a law enforcement official, to use a Fob either inadvertently or on purpose, this would be considered to constitute Extremely Serious Behaviour and dealt with in accordance with clause D54 of these Driver Terms.

**D15. Emergency Driver Exception.** If the Driver is taken ill, or is otherwise incapacitated during a trip, and is unable to drive, another person who is not a Driver is allowed to drive the Vehicle, subject to the following:

- the emergency driver is a licensed driver; and
- the Driver or a designate calls the Hotline as soon as possible (given the nature of the emergency) to report the situation, and then follows the instructions given by the Hotline personnel, which instructions may include returning the Vehicle to its regular location, or to the home of the Driver, or to some other location, depending on the nature of the emergency and what would be considered reasonable in the circumstances.

### **D16. Parking privilege**

All CarShare Atlantic cars, including FLEX cars are equipped with a Residential Parking Exemptions permit that allows CarShare Atlantic Vehicles to legally park on a stopover in time limit parking zones (1-hour & 2-hour parking), as well as residential “By Permit Only” designated areas without being bound by the time limitations.

The permits do not exempt the CarShare Atlantic Vehicles from the following:

- “no stopping” or “no parking” zones
- parking meters on a street
- street cleaning restrictions
- winter parking regulations
- parking areas with time limits of 30min or less
- any other temporary parking controls or any parking regulations in the Motor Vehicle Act

If a Vehicle is parked in a parking meter area or in the above situations, the Driver is responsible for paying the parking meter cost, the costs of parking tickets and towing as per the fees schedule.

### **Rules of use specific to Vehicles available with reservation for roundtrips**

In this section, you will find the rules of use specific to CarShare Atlantic’s Vehicles available with reservation for “station based” or roundtrips. See the “**Rules of use specific to FLEX cars**” (below) for rules specific to the use of “one way” FLEX Cars.

### **Reservations**

**D17.** Drivers may only use a Vehicle with a valid and confirmed Reservation. The CarShare Atlantic reservation system records and Vehicle logs are considered correct in case of any dispute. Please refer to the Website or the app for information on ways to make a Reservation or contact the Hotline to make a Reservation by telephone. Hotline call center charges as set out in the Rates and Fees List attached to these Driver Terms will apply to Reservations made by telephone. There is no charge for Reservations that are made online or by Smartphones.

**D18.** Drivers are responsible for promptly notifying CarShare Atlantic on the Hotline if the Driver does not see the Vehicle that has been reserved for that Driver’s use in the location specified by CarShare Atlantic at the time of the Driver’s reservation is scheduled to begin.

**D19.** At the end of a trip, the Vehicle is parked in its location designated by CarShare Atlantic unless that location is obstructed. The Driver must call the Hotline to report where the Vehicle is parked if it cannot be parked in its designated location.

**D20.** A Driver is not required to take a Vehicle that has been reserved for a Driver's use if, after carrying out the walkaround check, the Driver has any concerns about the safety of the Vehicle, or if the interior of the Vehicle is, in the opinion of the Driver, unacceptably soiled, damaged or dirty. The Member shall not be responsible for the payment of any fees or charges if a Driver decides, for any of the reasons referred to in this clause D20 not to take a Vehicle that has been reserved for that Driver's use.

**D21.** In the event that a Vehicle is not available for use by a Driver at the time and/or at the location specified in the Driver's Reservation, or if a Vehicle designated by CarShare Atlantic for use by a Driver is, in the opinion of the Driver, unavailable for use because it is unsafe (including winter weather conditions like snow, ice, etc.), or otherwise unsuitable for the Driver's intended use, the Driver is required to contact CarShare Atlantic, at no charge, through the Hotline and CarShare Atlantic shall, at the option of the Driver, as applicable:

- adjust the start time and duration of the Reservation;
- cancel or re-book the Reservation without charge; or
- transfer the Reservation without charge to another suitable and available Vehicle, and, if the replacement Vehicle is parked at another location, reimburse the Member for all taxi costs incurred by a Driver to reach the alternate location and to return from that location to the CarShare Atlantic location that had originally been identified in the Driver's booking.

**D22.** Except as otherwise provided in clause D15, a Driver is responsible to change their reservation online or call the Hotline if the Driver's Reservation is to be extended, or if the Driver will be late in returning a Vehicle. Failure to do so can result in Courtesy and Administrative Charges described in clause D49 and clause D50 being charged to the Member's account in the amount set out in the Rates and Fees List.

**D23.** Drivers may, but are not required, to contact the Hotline or log in online if the Vehicle is to be returned early. The Member will be responsible for payment of any unused portion of a Reservation period except in the circumstances described in clause D24.

**D24.** The Member's CarShare Atlantic account will, subject to the exceptions set out in this clause D24, be charged for the cost of a Reservation period booked by a Driver that is cancelled or modified as follows.

**Cancelling or shortening a reservation:**

- No cancellation fee for any reservation cancelled or shortened at least two hours before the start of the reservation period;
- No cancellation fee for any reservation cancelled or shortened between midnight (12:00 am) and 9:00 am on the day of the reservation period;
- 50% of the billable cost of the cancelled part of any reservation cancelled or shortened less than two hours before the start of the reservation period;
- 100 % of the billable cost of the cancelled part of any reservation cancelled or shortened after the start of the reservation period; If a reservation is cancelled or shortened after its beginning, the portion preceding the release of the vehicle is charged in full (30 minutes minimum), while a 20% credit is applied on the remaining billable portion of the reservation.
- No charge or fee is assessed for cancelling or shortening subsequent days of a Reservation period that had been booked for a period of more than 24 hours
- There shall be no charge or fee when the cancellation is made less than 2 hours before the start of the Reservation period for any of the reasons referred to in clause D9 or because of the weather-related conditions described in clause D21 or if shortening of the Reservation period is made because of a Vehicle mechanical failure or because of a determination by the Driver that the Vehicle is unsafe for the Driver to continue driving it.

## **Rules of use specific to FLEX cars**

In this section, you will find the rules of use specific to the FLEX Cars available without reservation. See “**Rules of use specific to Vehicles available with reservation for roundtrips**” above for the rules specific to CarShare Atlantic’s Station Based Vehicles.

**D25.** The Driver may use FLEX Vehicles on a “first served “ basis without reserving them ahead of time.

## **Determination of the duration of use**

**D26.** The calculation of the price for the use of the FLEX service begins when a Vehicle is fobbed in by the Driver and ends when the Vehicle is “released”. It will always be calculated at the lowest fee possible in relation to a member’s plan.

## **Releasing a Vehicle**

**D27.** It is the act of replacing the key and locking a Vehicle’s doors by using one’s Fob, inside the FLEX Zone or in FLEX designated drop-off point. This allows the Driver to release the Vehicle and end the billable period. A successful operation can be confirmed by the light on the reader turning green and the doors are locked.

## **Booking in advance (Blocking)**

**D28.** Blocking a FLEX Car means the Vehicles is “blocked” in real time for up to 30 minutes in order to get to and secure the Vehicle. From the time when a Vehicle is blocked by the Driver and the time in which the Driver takes possession of the Vehicle is not charged.

## **Taking possession of a Vehicle and returning it**

**D30.** The Driver may take possession of a FLEX Vehicle and release it within the Zone or at a FLEX drop-off point.

The Vehicle can be driven anywhere outside the FLEX Zone (in North America) as long as it is brought back within the limits of the FLEX Zone or at FLEX drop-off point at the end of the trip.

Note: It is not possible to end a trip outside the Zone, unless the Vehicle is returned to a designated FLEX drop-off point.

When the trip is finished, the Vehicle must always be released to a place where the parking signage allows it. A Driver who returns a Vehicle to a prohibited location is liable for their negligence. If CarShare Atlantic must resolve the problem itself, a \$20 service fee is charged to the Driver. If a third-party service is used (taxi, roadside assistance, or other), this charge shall be borne by the offending member (see Rates and Fees Schedule ‘A’ - Penalty and other costs).

## **D31. Parking restrictions within the zone**

At the end of a trip, FLEX vehicles may be parked on curbside, in the public domain, in all non-metered areas that do not have parking restrictions. With the exception of street cleaning

restrictions (see below) it is not permitted to release a FLEX car at the end of a trip in an area with temporary restrictions, even if parking is permitted in this area at the time of return.

### **Street cleaning restrictions exception**

You can release a FLEX car that has signs for street cleaning provided that it is possible to park the car until the end of the following day (11:59 pm). Otherwise, you can't. For example, if it's Wednesday and your trip ends at 2PM, you must park on the other side of the street if you see a sign written "12:05 am – 8 am THURSDAY street cleaning"; if it is Tuesday, you are OK to park there.

### **Parking Restrictions in FLEX Drop-Off Points**

**D32.** FLEX Drop off points are "first come first served". Before parking a Vehicle at FLEX Drop-Off Point, the Driver is responsible for verifying online or on their smartphone whether or not parking is available at this time or if specific rules apply to this location.

### **The following rules apply to all CarShare Atlantic cars, including FLEX cars**

#### **Proper Return**

**D33.** Each Driver is responsible to properly return the Vehicle at the end of a trip. Failure to return the Vehicle properly may result in charges described in clause D51 being assessed against the Member in the amount specified in the Rates and Fees List.

Proper return means:

- a) All windows of the Vehicle are rolled up and doors locked, interior and exterior lights are off, with all documents that were in the Vehicle at the time the Reservation commenced (registration, insurance, gas card, etc.) intact and in the glove compartment of the Vehicle;
- b) The interior of the Vehicle is at least as clean and tidy as the Driver found it at the time the Reservation commenced, and all personal items of the Driver have been removed;
- c) The fuel tank of the Vehicle is at least one-quarter full; gas card is provided.
- d) The Vehicle's key is inside the Vehicle back in the key/card holder.
- e) The Driver has used the Fob to lock the Vehicle and has checked that the Vehicle is locked.

### **Treatment and Operation of Vehicles**

**D34.** Each Driver agrees to operate the Vehicle in accordance with the Operator's Manual located in the Vehicle's glove compartment and acknowledges that failure to do so is a breach of these Driver Terms.

**D35.** CarShare Atlantic agrees to undertake regular safety and preventative maintenance of the Vehicles in accordance with the Vehicle Operator's Manual and all applicable statutory and automobile industry safety standards.

**D36.** CarShare Atlantic has the Vehicles cleaned, inside and out, on a scheduled basis. The Vehicles are not cleaned or inspected after each Driver's use. It is the responsibility of each Driver to leave the Vehicle clean for the next Driver, provided however that a Driver is not responsible for cleaning any interior or exterior dirt that was on a Vehicle at the time the Driver's Reservation started. If a Driver cleans a Vehicle, the Driver agrees to use best efforts to make

environmentally responsible decisions about appropriate choices for the wash, soaps and solvents.

**D37.** If a Driver determines during a Reservation a Driver that any fluids (e.g. windshield wiper fluid), small repairs (e.g. windshield wiper blade replacement) or car wash is required, the Driver is permitted to incur an expense of up to \$25.00 without contacting the Hotline for advance approval. If repairs in excess of \$25.00 are required during a Reservation, the Driver must call the Hotline, for advance approval. There are no associated charges or fees for any such calls to the Hotline or for any repairs in excess of \$25.00 that are approved in advance. All Vehicles have roadside assistance plans available for responses to major problems and CarShare Atlantic is responsible for maintaining such plans in good standing at all times during the term of its Agreement with the Member.

**D38.** If a Driver is required to purchase fuel for the Vehicle to ensure that the tank is at least one-quarter full at the end of the Driver's Reservation, as required in clause D33, the Driver shall be permitted to incur such an expense without prior approval from CarShare Atlantic.

**D39.** For any expenses properly incurred by a Driver under clause D36 or clause D37, the Driver is required to use the provided gas cards for these purchases. All receipts need to be placed in the pouch provided in the glove compartment. No more than two daily uses of the gas card is permitted per day. If the Member needs more they will use their own payment method and send in copies or photos of the proof of purchase receipts to CarShare Atlantic. CarShare Atlantic shall reimburse or credit the account of the Member for all such expenses and the Member is responsible for reimbursing the Driver for such expenses.

**D40.** In the event of an emergency, the Driver is responsible to promptly call the Hotline. There is no charge or fee for any such call. The following would be considered emergencies for the purposes of this clause:

- a) The Driver shows up for a Reservation and does not see the Vehicle which has been reserved;
- b) The Vehicle is unusable due to being excessively dirty, damaged, or the battery is dead, or the tires are flat or low;
- c) The Vehicle is unusable because any of the following items are missing from the Vehicle: the Vehicle's insurance and registration documents, which are supposed to be located in the glove compartment;
- d) The Driver is unable to lock or unlock the Vehicle with the Fob;
- e) The Driver is locked out of the Vehicle;
- f) A Vehicle other than a CarShare Atlantic Vehicle is parked in the CarShare Atlantic parking space when a Driver returns a Vehicle; or
- g) The Driver has been involved in an accident with the Vehicle.
- h) The Driver agrees to make reasonable efforts to notify CarShare Atlantic of other issues the Driver has noticed which do not constitute an emergency as soon as possible after the Driver's Reservation is completed.

### **Accidents or Damage**

**D42.** The Driver must promptly report to the Hotline and to the police, as required, any accident or damage that involves a Vehicle during a Reservation. In addition, the Driver must do the following:

- Make reasonable efforts to obtain the name and address of any available witnesses to an accident or damage involving the Vehicle and provide CarShare Atlantic with a written description of the accident and the Driver's understanding of the damage incurred. There is a form in the glove compartment for this purpose. Take photos if possible of ID and damage.

- Obtain the permission of CarShare Atlantic, by calling the Hotline, before the Driver continues with the trip after an accident; and
- Cooperate in any loss investigation conducted by CarShare Atlantic or its insurer.

## **Privacy**

**D43.** Each Driver consents to the collection, storage and use of the Personal Information that a Driver provides to CarShare Atlantic or which CarShare Atlantic collects about each Driver in the course of carrying out the services. The Personal Information that you are required to provide to CarShare Atlantic when applying to be a Member or added to a Member's Drivers List as a Driver is limited to your name, address or business address, personal phone or business telephone number, email or business email address, driver's licence number and the jurisdiction that issued your driver's licence. You are not required to give any credit card information to CarShare Atlantic and CarShare Atlantic is authorized to carry out a credit check on any person who applies to be a Member.

Personal Information obtained by CarShare Atlantic regarding a Driver may be used by CarShare Atlantic only for the purposes of checking your driving record, sharing your driving record with the Member and CarShare Atlantic's insurer, and for tracking Vehicles. A driving record includes any actual knowledge CarShare Atlantic or its insurer may have about your driving or conditions that affect your ability to drive or your eligibility to use a CarShare Atlantic Vehicle, whether or not it is currently reflected in your driver's license abstract on file with CarShare Atlantic, provided that CarShare Atlantic promptly shares any such information with you. Unless expressly authorized by you in writing, neither CarShare Atlantic, nor any of the companies affiliated with CarShare Atlantic in providing the CarShare Atlantic services (for example, the company that maintains the Reservation Website and the company that provides the call centre (Hotline) services for Car Share ATLANTIC), are permitted to contact you except to provide the services described in these Driver Terms and only for the purposes expressly set out herein.

CarShare Atlantic and each of those companies are prohibited from using or disclosing to any other party, or allowing any other party to have access to any of your Personal Information, unless such third party use, disclosure or access is required by law, or is expressly permitted and authorized in these Driver Terms, or expressly permitted and authorized by you when you complete the CarShare Atlantic Driver application form.

CarShare Atlantic is also required to comply with the obligations of a 'service provider' as that term is defined in the Personal Information International Disclosure Protection Act (Nova Scotia). The privacy obligations of CarShare Atlantic as set out in the Agreement with the Member and set out in these Driver Terms are stricter than those contained in the CarShare Atlantic Privacy Policy that is available on the CarShare Atlantic Website. As a consequence, the privacy obligations of CarShare Atlantic contained in the Agreement with the Member and the CarShare Atlantic privacy obligations contained in these Driver Terms supersede and replace the CarShare Atlantic Privacy Policy on the CarShare Atlantic Website for anyone who applies to be added to the Member's Drivers List as a Driver.

## **Payments and Fees**

**D44.** All fees and charges associated with the use of a Vehicle by a Driver will be charged and invoiced to the Member. Each invoice submitted to the Member by CarShare Atlantic will identify the fees and charges that have been incurred hereunder by a Driver.

**D45.** The Member if they have additional drivers may impose conditions on a Driver's use of a Vehicle separate from those set out in these Driver Terms. CarShare Atlantic is not a party to such additional terms and conditions.

**D46.** Drivers are covered under CarShare Atlantic comprehensive fleet Vehicle insurance policy when operating a CarShare Atlantic Vehicle in accordance with these Driver Terms, unless the Member has waived the CarShare Atlantic collision and comprehensive insurance coverage. A Driver should refer to the Member for further details on insurance coverage.

### **Termination or Suspension of Driver**

**D47.** A Driver can withdraw the Driver's name from the Drivers List by contacting the Member. In such case, the Driver is required to return the Fob to CarShare Atlantic, and if doing so by mail, to use a padded envelope so that the Fob is not damaged in transit. There will be a charge to the Member, in the amount set out in the Rates and Fees List, if a Driver does not return the Fob that has been issued to that Driver.

**D48.** If a Driver is removed by the Member, CarShare Atlantic will set the Driver's status to 'restricted.' which will suspend all Reservations that a Driver has made that are scheduled to take effect after such date.

CarShare Atlantic may at any time suspend or cancel a Driver, at CarShare Atlantic's option, either immediately or upon giving the Driver notice, if the Driver has breached these Driver Terms or is convicted of a driving related criminal offense.

### **Courtesy Administrative Charges**

**D49.** CarShare Atlantic has considered the likely impact of certain breaches of these Driver Terms, and to the extent that it is possible to determine in advance the likely losses resulting from those breaches, CarShare Atlantic has established Courtesy Administrative Charges, which can be assessed by CarShare Atlantic in certain situations that are described in the Drivers Terms clauses. The amount of the Courtesy Administrative Charges that are payable by the Member in such situations is set out in the Rates and Fees List. The Courtesy Administrative Charge are not penalties, but rather a genuine attempt to estimate the impact of breaches in advance and to optimize all driver's experience. The payment of any Courtesy Administrative Charge by the Member is without prejudice to other rights and remedies available to CarShare Atlantic under these Driver Terms or otherwise at law.

**D50.** Late Returns. CarShare Atlantic reserves the right to charge the Member a late return fee if a Vehicle is returned by a Driver after the Reservation period has expired. Where a late return fee is assessable, the amount of the late return fee will vary depending on whether CarShare Atlantic is notified by a Driver of the late return before or after the Reservation is scheduled to end. The Member can also be charged for the additional time used by a Driver beyond the expiration of a Reservation period. CarShare Atlantic may, in its sole discretion, reduce or waive late return fees for other circumstances that are unpredictable and beyond a Driver's control. Rush hour traffic congestion is predictable and should be allowed for by a Driver. A Driver should call the Hotline as soon as a Driver becomes aware that they will be late. If the Driver's Vehicle is booked for use by another party before it is returned at the revised return time, an inconvenience fee can be added by CarShare Atlantic to the late return fee.

The Member will also be required to pay for any taxi fare costs which are incurred by CarShare Atlantic in order to accommodate an inconvenienced party that had previously booked the late returning Vehicle as a result of CarShare Atlantic providing the inconvenienced party with alternate taxi transportation to another CarShare Atlantic Vehicle.

Notwithstanding the foregoing provisions of this clause D50, there shall not be any Courtesy Administrative Charges, or any other fees or charges referred to in this clause D50 assessed by

CarShare Atlantic if a Vehicle is returned late by a Driver because there has been a Vehicle mechanical failure or because of an emergency situation described in clause D40, or if the Vehicle is returned late either because of an accident or because of a determination made by a Driver that the condition of the Vehicle is unsafe for the Driver to continue using it.

**D51. Improper Return.** CarShare Atlantic will charge the Member the fee and any amounts that are specified in the Rates and Fees List if a Vehicle is returned in a manner which does not comply with a proper return as set out in clause D33.

**D52. Failure to Pay Fines.** CarShare Atlantic will charge the Member the fee and any costs as set out in the Rates and Fees List if a Driver fails to pay a parking ticket, a moving Vehicle violation fine or similar levy incurred in connection with the Driver's operation of a Vehicle.

**D53. Seriously Uncooperative Behaviour.** CarShare Atlantic will charge the Member the fee and any costs as set out in the Rates and Fees List for each of the following:

- Driver fails to lock the Vehicle when the Vehicle is away from its CarShare Atlantic designated location;
- Driver uses the Vehicle without a Reservation;
- Driver allows smoking in the Vehicle;
- Driver allows pets outside of a carrier in the Vehicle; or
- Driver does not report damage to the Vehicle that occurred during the Reservation.

**D54. Extremely Serious Behaviour.** The Driver agrees not to engage in any of the following prohibited uses of a Vehicle and agrees that doing so shall result in CarShare Atlantic charging the Member the fee and any costs described in the Rates and Fees List for Extremely Serious Behaviour, and immediate termination by CarShare Atlantic of the Driver's right to use a Vehicle:

- Driver allows the Vehicle to be used by someone who is not a Driver, except in the case of an emergency as described in clause D15;
- Driver uses the Vehicle for any illegal purpose;
- Driver uses the Vehicle while under the influence of any intoxicating substance, whether or not prescribed by a doctor;
- Driver uses a cell phone or other wireless communication device in a manner which is illegal or which has the effect of impairing the Driver's ability to safely operate the Vehicle;
- Driver uses the Vehicle in any race, test, or competition;
- Driver uses the Vehicle in a careless or negligent manner;
- Driver uses the Vehicle to carry persons or property for hire (i.e. operates as a taxi or parcel delivery service);
- Driver operates the Vehicle on surfaces not intended or suitable for the Vehicle, such as beaches, logging roads or trails, or off-road use;
- Driver uses the Vehicle when it has been loaded beyond its rated capacity or with more passengers than the Vehicle has seat belts for;
- Driver carries infants or young children in the Vehicle without all legally required carriers, child seats and booster seats;
- Driver operates the Vehicle without a valid driver's licence;
- Driver leaves the Vehicle more than 10 meters from the location designated for its return by CarShare Atlantic without immediately notifying CarShare Atlantic on the Hotline;
- Driver alters or tampers with the Vehicle or its on-board computer;
- Driver uses the Vehicle to tow or push anything;
- Driver abandons the Vehicle.

**D55.** The amount of any fees or costs that can be assessed against the Member by CarShare Atlantic in connection with the Courtesy Administrative Charges described in these Drivers Terms are as set out in the Rates and Fees List.

## **Agreement**

**D56.** If a Driver applies online, the Driver has agreed electronically to these Driver Terms and acknowledges receipt of a copy of these Driver Terms and the Rates and Fees List attached hereto as Schedule 'A' by clicking 'I accept' in the space indicated for that purpose.

**D57.** If a Driver is applying by the written or the online application/registration, the Driver has agreed to these Driver Terms and acknowledges receipt of a copy of these Driver Terms and the Rates and Fees List attached hereto as Schedule 'A' when the Driver accepts the Fob assigned to that Driver and signs the Drivers receipt in the space indicated for that purpose.

**D58.** These Driver Terms shall be governed by and construed in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

### **IMPORTANT NOTICE TO ALL DRIVERS:**

**Please ensure that you read the Rates and Fees List attached as Schedule 'A' to these Driver Terms.**