

## Workplace Member Agreement

This Workplace Member Agreement made the day of \_\_\_\_\_, 20\_\_\_\_\_, Between \_\_\_\_\_ (the "Member") and CarShare Atlantic .

### Introduction

CarShare Atlantic provides self-service access to a fleet of vehicles. This Agreement is entered into by the Member and CarShare Atlantic for the provision of this service to the Member by CarShare Atlantic on the following terms:

### Definitions

**G1.** In this Agreement, the following terms shall have the following meanings:

- (a) **Agreement** means this Workplace Membership Agreement entered into between CarShare Atlantic and the Member;
- (b) **Application Fee** means the one time application fee as set out in the Rates and Fees List;
- (c) **Courtesy Administrative Charges** means the charges described in the Driver Terms and set out in the Rates and Fees List;
- (d) **Criteria for Drivers** means the eligibility criteria set out by CarShare Atlantic in the Driver application form;
- (e) **Driver** means a person whose name appears on the Member's Drivers List and who has been issued a Driver ID number, password and Fob;
- (f) **Driver Application Fee** means the one-time application payable by the Member in accordance with clause G7 for each person whom the Member requests be added to its Drivers List as a Driver;
- (g) **Drivers List** means the list of Drivers who have been approved by the Member and CarShare Atlantic to utilize the Member's account with CarShare Atlantic;
- (h) **Driver Terms** means the document entitled "Driver Terms" which sets out the terms and conditions applicable to the Reservation and use of Vehicles by Drivers. A copy of the Driver Terms is attached as Schedule "B" to this Agreement;
- (i) **Effective Date** means the date of this Agreement;
- (j) **Fob** means an RFID Access or key Fob issued by CarShare Atlantic to a Driver;
- (k) **Hotline** means the telephone line maintained by CarShare Atlantic for use by Drivers as described in the Driver Terms and on the Website. The Hotline telephone number is 1 855 981-5077;
- (l) **Member ID** means a user ID and password which are issued by CarShare Atlantic to the Member for purposes of administering its account with CarShare Atlantic ;
- (m) **Membership Fee** means the annual fee payable by the Member for its Workplace Membership;
- (n) **Parties** means both CarShare Atlantic and the Member, and **Party** means either CarShare Atlantic or the Member, as applicable;

- (o) **Personal Information** has the meaning set out in the Freedom of Information and Protection of Privacy Act, SNS 1993 c.5, and for the purposes of this Agreement and the Driver Terms, includes the Personal Information of a Driver or any person who applies to be a Driver;
- (p) **Privacy Policy** means the privacy policy established by CarShare Atlantic, which is available on its Website. The CarShare Atlantic Privacy Policy shall not apply and is superseded and replaced, for the purposes of this Agreement and the Driver Terms, by the privacy provisions set out in this Agreement and the Driver Terms;
- (q) **Rates and Fees List** means the list of charges and fees set out in Schedule "A" hereto, which are in effect during the term of this Agreement;
- (r) **Reservation** means the period of time booked with CarShare Atlantic for the use of a Vehicle by a Driver;
- (s) **Vehicle** means a vehicle owned or leased by CarShare Atlantic that is made available to Drivers by CarShare Atlantic pursuant to the provisions of this Agreement and the Driver Terms, and includes any equipment in the Vehicle;
- (t) **Website** means the CarShare Atlantic website hosted at [www.carshareatlantic.ca](http://www.carshareatlantic.ca), as updated from time to time; and
- (u) **Workplace Membership** refers to the type of Membership which the Member has entered into with CarShare Atlantic.

### Application

**G2.** The Member confirms that the information it submitted in its application to CarShare Atlantic for a Workplace Membership is complete and correct.

### Driver Terms

**G3.** The Driver Terms attached as Schedule "B" hereto, are incorporated in this Agreement by reference and the Parties agree to be bound by the Driver Terms.

**G4.** The Driver Terms may not be amended, except by a document in writing signed by duly authorized representatives of CarShare Atlantic and the Member.

### Driver Charges

**G5.** Except as otherwise provided in this Agreement or the Driver Terms, the Member agrees to pay all amounts incurred by Drivers on its Drivers List in accordance with the Rates and Fees List.

## Application Fees

**G6.** CarShare Atlantic confirms that the Member has paid the Application Fee.

**G7.** Subject to the provisions of clause G8, the Member agrees to pay a Driver Application Fee for each person whom it requests be added to the Drivers List, unless any such person already has a CarShare Atlantic ID, in which case there shall be no Driver Application Fee payable by the Member to CarShare Atlantic for that Driver.

**G8.** If the responses given by a person in the Driver application process fail to meet the Criteria for Drivers, and as a result the person's application is rejected by CarShare Atlantic before it requests a driver's abstract from the Nova Scotia Registry of Motor Vehicles (or other applicable licensing agencies) no Driver Application Fee is payable by the Member in respect of that applicant. If the applicant's responses meet the Criteria for Drivers, the applicant's driver's abstract will be requested by CarShare Atlantic for verification purposes. A Driver Application Fee will be charged to the Member and is non-refundable, whether or not CarShare Atlantic accepts a person's application to be added to the Drivers List as a Driver.

## Membership Fee

**G9.** A Membership Fee, as set out in the Rates and Fees List, is payable by the Member on an annual basis during the term of this Agreement. The Membership Fee for the first year of the Agreement shall be payable on the Effective Date. Thereafter, unless this Agreement has been terminated in accordance with the terms set out herein, the annual Membership Fee shall be payable by the Member each year on each anniversary of the Effective Date. CarShare Atlantic shall invoice the Member for the annual Membership Fee thirty (30) days prior to the anniversary date on which it is due in each year.

**G10.** The Member may, in its sole discretion, terminate this Agreement at any time within thirty (30) days following the date of the activation of the first Fob by a Driver, upon giving written notice of termination to CarShare Atlantic. In such event, CarShare Atlantic shall refund the full amount of the Membership Fee to the Member, less any amounts that may be properly due and owing to CarShare Atlantic by the Member pursuant to this Agreement or the Driver Terms as of the termination date. The Membership Fee becomes non-refundable thirty one (31) days after the activation of the first Fob by a Driver.

## Term of Agreement and Amendments

**G11.** Unless otherwise terminated by either Party in accordance with the provisions set out herein, this Agreement shall remain in effect.

**G12.** Neither this Agreement nor the Rates and Fees List may be amended except by a document in writing signed by duly authorized representatives of each of the Parties.

## Rates and Fees List

**G13.** The Rates and Fees List attached as Schedule "A" hereto, is incorporated in and forms part of this Agreement.

**G14.** The Member agrees to pay all amounts set out in the Rates and Fees List which it is responsible for paying pursuant to the terms of this Agreement and the Driver Terms.

**G15.** The Member agrees to pay any fines assessed against a Vehicle that have been incurred by a Driver on its Drivers List.

**G16.** If a Vehicle is towed and impounded for illegal parking while booked by a Driver, and provided that the Driver was not required to park the Vehicle in such manner because of a Vehicle defect or mechanical failure, the Member is responsible for recovering the Vehicle and paying any amounts arising from the Vehicle being towed in accordance with the Rates and Fees List.

**G17.** CarShare Atlantic shall reimburse the Member for Vehicle fuel costs (when the gas card cannot be used), minor repairs, maintenance and such other charges, costs and expenses as provided in this Agreement, the Driver Terms or the Rates and Fees List. The Member agrees to arrange for the reimbursement of Drivers on its Drivers List in respect of the amounts referred to in this clause G17 in accordance with the Member's policies in effect from time to time.

## Payments

**G18.** Within ten (10) days following each calendar month end, CarShare Atlantic will issue an invoice to the Member which includes a statement of all trips made by each Driver in the preceding month, and an itemized account of all amounts incurred which the Member is responsible for paying pursuant to the terms of this Agreement or the Driver Terms. The invoice will also identify and credit the Member for all amounts that CarShare Atlantic is required to reimburse and/or credit to the Member's account in accordance with the provisions of this Agreement or the Driver Terms in the month to which the invoice relates. Invoices are payable within thirty (30) days of the date they are received by the Member. Payment can be made by the Member by cheque, electronic bill payment, pre-authorized debit, VISA or MasterCard.

**G19.** CarShare Atlantic may suspend the right of any Driver to use the Vehicles if there has been a default by the Member in paying any amount owing to CarShare Atlantic and such default continues for ten (10) days following receipt by the Member of written notice from CarShare Atlantic of such default. Any suspension of a Driver by CarShare Atlantic for the reasons described in this clause G19 will remain in effect until any amounts properly due and owing to CarShare Atlantic by the Member have been paid.

## The Drivers List

**G20.** The Member shall designate an administrator who will be issued a Member ID by CarShare Atlantic for the purpose of accessing administrative functions on behalf of the Member on the CarShare Atlantic Reservauto system or making changes through the CarShare Atlantic Member services Hotline. The administrator has the authority and responsibility, on behalf of the Member, to add, delete or restrict use by Drivers on its Drivers List as the Member may, in its sole discretion, determine. There is no charge for making any such additions, deletions or restrictions. Any changes made by the Member to its Drivers List shall be made by a written confirmation and direction from the Member to CarShare Atlantic. Any dispute raised by a Driver as a result of changes made by the Member to the Drivers List is a matter to be addressed between the Member and the affected Driver.

**G21.** The Member agrees that all Drivers on its Drivers List will adhere to the terms and conditions set out in the Driver Terms.

**G22.** All Drivers on the Drivers List are deemed to be valid users of the Member's account with CarShare Atlantic through to the end of any trip

that was commenced prior to CarShare Atlantic receiving a direction from the Member pursuant to clause G20 to restrict or delete that.

#### Driver from the Drivers List.

**G23.** There is no limit on the number of Drivers who may be added by the Member to its Drivers List.

**G24.** Persons who already have a CarShare Atlantic Driver ID can be added to the Member's Drivers List without the Member being required to pay a Driver Application Fee for that Person.

**G25.** Assignment or transfers of Fobs between Members or Drivers is prohibited. The Member agrees that it will not authorize non-Driver's to operate a Vehicle except as outlined in the Driver Terms under emergency conditions.

**G26.** Each Driver's Fob remains the property of CarShare Atlantic. Subject to clause G27, the Member is responsible for costs resulting from the loss and any misuse of a Fob by a Driver on its Drivers List.

**G27.** If a Fob issued to a Driver is lost or stolen, the Member shall notify, or have the relevant Driver notify CarShare Atlantic within twenty four (24) hours of the discovery of its loss or theft. CarShare Atlantic shall be required to deactivate the Fob immediately upon receipt of notice of its loss or theft. The Member is responsible to pay all charges resulting the unauthorized use of a Fob that is lost or stolen only up to the time that CarShare Atlantic is notified of such loss or theft in accordance with the provisions of this clause G27. The fee for replacing a lost or stolen Fob is set out in the Rates and Fees List. The Member's account will be charged the replacement cost set out in the Rates and Fees List for a lost or stolen Fob, and if is subsequently located and returned to CarShare Atlantic, the Member's account will be credited in the amount set out in the Rates and Fees List.

#### CarShare Atlantic Responsibilities

**G28.** CarShare Atlantic shall, subject to this Agreement and the Driver Terms, provide the Member and its Drivers with continuous access to the CarShare Atlantic reservation system to book Vehicles and to the use of Vehicles that are shown as being available at the time and in the location specified in the CarShare Atlantic reservation system when the Vehicle is booked for use by a Driver.

**G29.** CarShare Atlantic shall be responsible for paying for Vehicle related expenses, including MacPasses, fleet insurance, gas, oil, tires, preventative and standard maintenance, safety inspections, repairs and any pre-approved repairs that are carried out during a Reservation.

**G30.** CarShare Atlantic shall be responsible for providing clean, reliable, well maintained, safe Vehicles for use by the Member's Drivers. CarShare Atlantic shall have its Vehicles regularly inspected and maintained in accordance with CarShare Atlantic's preventative and regular maintenance program, the operators manual for the Vehicle and all applicable statutory and automobile industry safety standards. CarShare Atlantic shall be responsible for providing and maintaining safety equipment in the Vehicles including, but not limited to, windshield scrapers, snow shovels and snow tires.

**G31.** CarShare Atlantic represents and warrants that the Vehicles are insured under a comprehensive fleet vehicle insurance policy, a certified copy of which, including without limitation, all applicable S.E.F.

endorsements, information as to the length of the policy term and coverage limit of liability, as well as the name of the insurer and broker, has been provided to the Member prior to this Agreement being signed by the Parties. CarShare Atlantic agrees that it shall be responsible for and shall indemnify and hold the Member harmless from and against all loss, costs and expenses the Member incurs that exceed the limit of liability coverage of CarShare Atlantic's comprehensive fleet vehicle insurance policy in the event that the limit of liability is exhausted in any one claim. Notwithstanding anything contained in this Agreement or the Driver Terms, neither CarShare Atlantic nor its insurers shall have any recourse whatsoever against the Member if any act or omission of a Driver violates the terms of CarShare Atlantic's comprehensive fleet vehicle insurance policy. Any claim, action or suit by CarShare Atlantic and/or its insurers to recover any loss, costs or expenses resulting from any such Driver act or omission shall be made or brought solely against the Driver. CarShare Atlantic, herewith acknowledges and agrees that it is a condition precedent to the Member signing this Agreement that the Member shall not be named or included in any such suit, action or claim, or be liable for any act or omission of a Driver as set out in this clause G31.

**G32.** CarShare Atlantic represents and warrants that it has the right to enter into this Agreement and to provide the Vehicles for use as set out in this Agreement and the Driver Terms. CarShare Atlantic agrees that it shall provide the services and perform its obligations hereunder in accordance with all applicable laws.

#### Insurance Deductible – Collision and Comprehensive Coverage

**G33.** The CarShare Atlantic fleet vehicle insurance policy collision and comprehensive deductible is \$1,500.00 for any at-fault collision and damage claims. Subject to the provisions of clause G36, CarShare Atlantic has set the deductible to be passed on to the Member at \$1,500.00.

**G34.** In the event of damage in an 'at-fault' situation involving the use of a Vehicle by a Driver, CarShare Atlantic will charge the deductible amount or the cost of repairs and associated costs, whichever is less, to the Member. Associated costs in this context will include any Vehicle out of service time at the rate set out in the Rates and Fees List, provided that any such out of service time charged to the Member shall not exceed the number of repair hours set out in the Vehicle repair estimate, plus one additional period of twenty four (24) hours, if applicable. No Vehicle storage charges or additional towing charges shall be assessed against the Member in the circumstances described in this clause G34. The Parties agree that for the purposes of this clause G34, an "at fault situation" refers to the situation where the damage to a Vehicle results from an act or omission of the Driver that does not violate the comprehensive fleet vehicle insurance policy and that is not contributed to by a defect, faulty workmanship or failure by CarShare Atlantic to comply with its obligations set out in clause G30.

**G35.** The Member may reduce the amount of its deductible responsibility in a manner set out on the CarShare Atlantic Website, either through a waiver of CarShare Atlantic collision and damage coverage in favour of other acceptable collision and damage insurance, or by payment of the deductible reduction fee as provided in clause G36. Any such waiver does not affect any other part of the CarShare Atlantic comprehensive fleet insurance coverage for the Member, Drivers and passengers in a Vehicle.

**G36.** The Member shall be entitled to pay a deductible reduction fee of \$25.00 per Driver if the Member wishes to reduce the amount of the insurance deductible referenced in clause G33 from \$1,500.00 to \$500.00.

**G37.** The Member agrees that any waiver of insurance coverage referred to in clause G35 relates only to the collision and comprehensive section of the CarShare Atlantic fleet vehicle Insurance policy coverage.

**G38.** Drivers are required to comply with the Driver Terms in the event of an accident, or where damage is caused to a Vehicle.

**G39.** CarShare Atlantic shall be responsible for all physical damage to a Vehicle which may occur after a Driver returns a Vehicle and the open car technology identifies that the Vehicle has been made secure and the Driver no longer has possession of the Vehicle.

**G40.** Subject to the provisions of clause G31 and clause G34, the Member is responsible for costs arising from damage that has occurred to a Vehicle during the Reservation before the end of the trip as indicated by the sensor in the key Fob mechanism, unless such damage results from a defect in the Vehicle, faulty workmanship in the carrying out of repairs to the Vehicle, or the failure of CarShare Atlantic to properly maintain the Vehicle in accordance with its obligations under this Agreement and/or the Driver Terms. Subject to the foregoing, should damage to a Vehicle occur, a third party damage assessment report is required and must be agreed to in writing by both Parties prior to payment of any deductible. Payment of a deductible will only be made in accordance with the terms of this Agreement and the Driver Terms when the Member has received proof of repair and proof of payment for repair. The Member has the option to independently investigate any such loss.

#### Termination by the Member

**G41.** Without limiting any other rights and remedies available to it, including its right to terminate this Agreement pursuant to clause G10, the Member may terminate this Agreement, with cause, at any time prior to its expiry date referred to in clause G11, upon giving thirty (30) days written notice of termination to CarShare Atlantic. In such event, the annual Membership Fee paid for the year in which the Member terminates this Agreement, shall be prorated to the date the termination becomes effective, and CarShare Atlantic shall refund to the Member the remaining portion of the Membership Fee paid for that year. In addition to any other amounts properly due and owing to CarShare Atlantic at that time, the Member agrees to pay all amounts which it is required to pay under the terms of this Agreement or the Driver Terms that were incurred by Drivers through the end of any Reservations in use on the date such termination becomes effective. Except as specifically provided herein, or in the Driver Terms, there shall be no other charges or fees of any kind payable by the Member in the event that it terminates this Agreement for cause pursuant to this clause G41.

**G42.** Any refund due to the Member under the provisions of this Agreement or the Driver Terms, including any pro rata reimbursement of an annual Membership Fee pursuant to clause G41, shall be paid by CarShare Atlantic within thirty (30) days after the end of the month in which the termination of this Agreement by the Member takes effect.

#### Termination by CarShare Atlantic

**G43.** Without limiting any other rights and remedies available to it, CarShare Atlantic may, upon giving written notice to the Member, terminate this Agreement if the Member has breached this Agreement, and such breach is not remedied to the reasonable satisfaction of CarShare Atlantic within ten (10) days following the Member's receipt of notice of any such breach. CarShare Atlantic may at any time terminate the right of any Driver to use a Vehicle upon giving written notice to the Member and the Driver, if a Driver has violated the Driver Terms.

#### Limitation of Liability

**G44.** 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 the Vehicle designated by CarShare Atlantic for use by a Driver is, in the opinion of the Driver, unavailable for use because it has been judged by the Driver to be in a condition that is unsafe 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 shall, at the option of the Driver, as applicable:

(a) adjust the start time and duration of the Reservation;

(b) cancel or re-book the Reservation without charge; or

(c) 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 the 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.

Subject to CarShare Atlantic complying with its obligations set out in this clause G44, the Member agrees to waive any right it may have to sue or make claims against CarShare Atlantic and its directors, officers, or employees as a result of a Vehicle not being available for a Driver's use at the time and/or the location for which it was booked.

**G45.** If a Party is delayed or prevented from performing any of its obligations under this Agreement or the Driver Terms due to circumstances beyond its reasonable control, including without limitation, inclement weather, strikes, lockouts, labour disputes, fire, explosion, war, terrorism, threat of war or terrorism, act of God or other similar causes, the failure by that Party to meet its obligations in any such circumstances shall not constitute a breach of this Agreement or the Driver Terms, provided that any such circumstances do not occur by reason of the negligence of that Party or any act or omission of that Party. Without limiting the foregoing, CarShare Atlantic agrees that if a Driver determines that weather conditions in effect or forecast at the time a Reservation is scheduled to start will be unsafe for the Driver to use the Vehicle in such conditions, the Driver shall be entitled to cancel the Reservation at no cost or expense to either the Member or the Driver, or any payment by the Member or a Driver of any fees for such cancellation, notwithstanding that such cancellation occurs less than three (3) hours prior to the scheduled start time of the Reservation that was booked for that Driver.

**G46.** Each provision of this Agreement that provides for a limitation of liability or exclusion of damages is to allocate the risks of this Agreement between the Parties.

This allocation is reflected in the pricing offered by CarShare Atlantic to the Member and is an essential element of the basis of the bargain between the Parties.

### Waiver

**G47.** Any waiver by either Party of any provisions in this Agreement, the Driver Terms, or of a Party's rights or remedies thereunder must be in writing and signed by a duly authorized representative of the Party giving such waiver in order to be effective. Failure by either Party to enforce any such provisions or to exercise its rights or remedies at any time shall not be construed as a waiver of that Party's rights or remedies, and will not in any way affect that Party's right to subsequently exercise any such rights or remedies. The single or partial exercise or enforcement by either Party of any of its rights or remedies under this Agreement or the Driver Terms will not preclude the enforcement or exercise by that Party of any other right or remedy available to that Party thereunder or to which it is entitled by law to enforce.

### Severability

**G48.** If any provision of this Agreement is found to be invalid, unenforceable or illegal it shall be deemed to be severed from this Agreement without affecting the validity, enforceability or legality of the remaining provisions of this Agreement, which shall continue in full force and effect.

### Notice

**G49.** Any notice required or permitted to be given in accordance with this Agreement shall be in writing as follows:

**To CarShare Atlantic:**

By mail at: 2 - 5553 Bloomfield Street, Halifax, NS, B3K 1S7

By email: through our online contact form

**To the Member:**

To registered address or email in account

Such notices and communications shall be deemed to have been received on the date of delivery or on the date of transmission. If any notice or communication is delivered on a day that is not a business day for the Party to whom the notice is being sent, or after 4:30 pm on a business day, it shall be deemed to have been received by that Party on the next business day following delivery.

### Entire Agreement

**G50.** This Agreement, the Driver Terms and the Rates and Fees List are the entire statement of the agreement between the Parties regarding the subject matter hereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect thereto.

**G51.** In the event of a conflict or inconsistency between this Agreement and the Driver Terms, the provisions set out in this Agreement shall prevail. In the event of a conflict between this Agreement and the Rates and Fees List, the provisions set out in this Agreement shall prevail.

### Governing Law and Agreement Headings

**G52.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. The headings in this Agreement have been inserted for convenience of reference only and are not to be relied on by the Parties in the interpretation of this Agreement.

### No Assignment

**G53.** Neither Party shall be permitted to assign, transfer, sub-licence or transfer any of its right or obligations under this Agreement without the prior written consent of the other Party.

### Advertising by CarShare Atlantic

**G54.** CarShare Atlantic shall not be permitted to advertise or promote in any manner, either directly or indirectly, on its Website, or elsewhere, the fact that it has entered into this Agreement with the Member, unless the content of any such advertisement or promotional material has first been approved in writing or by testimony an/or photos submitted by the Member.

### Canadian Dollars

**G55.** All amounts payable or to be credited pursuant to this Agreement or the Driver Terms shall be paid or credited, as applicable, in Canadian dollars.

### Privacy

**G56.** CarShare Atlantic acknowledges and confirms that as a result of providing the services described herein to the Member, it is a "service provider" as defined in the Personal Information International Disclosure Protection Act, SNS 2006 c.3 ("PIIDPA"), and that as a "service provider," it is required, and any contractors, subcontractors or agents that it retains to assist it in providing the services to the Member ("CarShare Atlantic Agents"), are also required to comply with the obligations imposed on "service providers" under PIIDPA. CarShare Atlantic shall not and shall also cause the CarShare Atlantic Agents not to use, access, store or permit the use, access, or storage of Personal Information outside Canada, without the prior written consent of the Member, which consent may be withheld by the Member in its sole discretion.

CarShare Atlantic covenants, warrants and represents to the Member that it will not, provide or allow, and shall cause all CarShare Atlantic Agents not to provide or allow, the release of Personal Information to which CarShare Atlantic or any CarShare Atlantic Agents have access in their capacity as a "service provider" in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of Personal Information," as each of those terms is defined in PIIDPA.

CarShare Atlantic shall implement and strictly enforce security arrangements that will ensure that all Personal Information that it, or any CarShare Atlantic Agents, collects or uses is protected at all times from authorized access or disclosure, and shall confirm in writing to the Member, upon request, the details of such security arrangements. CarShare Atlantic also agrees to implement and enforce any additional security procedures as may be required by the Member from time to time to protect all Personal Information that CarShare Atlantic or CarShare Atlantic Agents collect or use under this Agreement or the Driver Terms.

The Member shall be authorized, upon giving prior written notice, to enter the premises of CarShare Atlantic and any CarShare Atlantic Agents, during normal business hours, for the purpose of conducting an audit of the security arrangements that have been implemented by CarShare Atlantic and CarShare Atlantic Agents pursuant to the requirements of this clause G56.

Any Personal Information that CarShare Atlantic, or any CarShare Atlantic Agents obtain, or become aware of, while providing services to the Member, is not, and shall not be or deemed to be the property of either CarShare Atlantic or any CarShare Atlantic Agents. CarShare Atlantic acknowledges and agrees that neither it nor any CarShare Atlantic Agents shall either directly or indirectly, acquire any rights to use or own any such Personal Information other than the right to use it for the sole purpose of fulfilling the obligations of CarShare Atlantic to the Member under this Agreement. All records of CarShare Atlantic and CarShare Atlantic Agents containing any Personal Information shall be returned to the Member, at no cost, within sixty (60) days following the termination date of the Agreement.

**G57.** Neither CarShare Atlantic nor any CarShare Atlantic Agents, are permitted to directly or indirectly contact any Driver, or any person who applies to become a Driver, except for such purposes as are expressly authorized and requested in writing by a Driver, or by a person who applies to become a Driver or are otherwise authorized and permitted in this Agreement, the Driver Terms, or required by law. CarShare Atlantic, and CarShare Atlantic Agents are prohibited from using, or disclosing, or allowing any other entity to have access to any Personal

Information, unless such use or disclosure is expressly and explicitly authorized in writing by a Driver, or by a person who applies to be a Driver, or is expressly authorized and permitted in this Agreement, the Driver Terms, or required by law.

**G58.** In this Agreement and the Driver Terms the provisions of clause G56 and clause G57 supersede and replace CarShare Atlantic's Privacy Policy, and accordingly the Parties confirm that the CarShare Atlantic Privacy Policy shall not govern or have any application to CarShare Atlantic's dealings with the Member, its Drivers, or any person who applies to be added to the Drivers List as a Driver. The obligations of CarShare Atlantic and CarShare Atlantic Agents pursuant to clause G56 and clause G57 shall survive the termination of this Agreement.

#### Books and Records

**G59.** CarShare Atlantic shall keep accurate and complete books and records in respect of the Member's account with it and shall maintain all such books and records for a period of three (3) years from the termination date of this Agreement. The Member and its auditors shall be entitled to carry out an audit of such books and records, and to make copies thereof, at the Member's expense, upon giving CarShare Atlantic at least thirty (30) days written notice at any time during the term of this Agreement, and for a period of up to three (3) years following its termination. CarShare Atlantic shall cooperate with the Member and its auditors in the conduct of any such audits.

In witness whereof the parties have duly signed this agreement as of the effective date, between

\_\_\_\_\_  
Company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Carshare Atlantic Ltd.

\_\_\_\_\_  
Pam Cooley, President

Attachments:

Schedule "A" Rates and Fees List

Schedule "B" Driver Terms