



MODO COMMUNITY PASS – TERMS AND CONDITIONS

By becoming a Modo Community Passholder (“**Passholder**”) and using Modo Co-operative’s carsharing services (“**Services**”), you agree to these Terms and Conditions. Please take a moment to read them.

Modo may update these Terms and Conditions from time to time. When changes are made, the updated version will be posted on the Modo website. As a Passholder, it’s your responsibility to review and follow the most current Terms and Conditions.

For information regarding the collection and use of your personal information, please consult the Modo [Privacy Policy](#) available on our website.

1. Who is a Modo Community Passholder?

A Modo Community Passholder is someone who accesses the Services through a Partner Member, such as a building owner, strata corporation, employer, school, or community organization. As a Community Passholder, you are not required to purchase membership shares, but you still enjoy access to Modo vehicles at shareholding member rates.

Because Community Passholders do not purchase membership shares, you do not receive voting rights within the co-operative.

2. How to Qualify

To qualify as a Modo Community Passholder, you must:

1. **Have a connection to a Partner Member**—such as a participating building, employer, school, or organization—and provide documentation confirming that connection. Acceptable proof may include:
 - a driver’s licence with your current address,
 - a utility bill with your name and address,
 - a letter of employment,
 - a student enrolment letter, or
 - other documentation confirming your eligibility through the Partner Member.
2. **Meet Modo’s driver eligibility requirements**, listed on the Modo website.
3. **Meet the eligibility requirements for the Modo Community Pass**, also available on the Modo website.
4. **Complete your registration with Modo** through any available method.



Modo may review your eligibility from time to time. If Modo determines, in its sole discretion, that you no longer meet the qualification requirements, your access to the Services will end immediately.

You agree to keep your Modo account information – including your personal details, contact information, and payment method – complete, accurate, and up to date. You can update this information through the Modo website or app.

3. Use of Services

As a Modo Community Passholder, you agree to:

1. **Follow all [Modo documents](#)**, including the [Modo Co-op Rules](#), [Privacy Policy](#), and the [Carsharing Handbook](#), along with any future updates.
2. **Pay all fees related to your use of the Services**, as outlined in the Modo documents and on the Modo website. These fees include the shareholding member rates, applicable taxes, and the Co-op Innovation Fee. Fees accrue from the start to the end of your booking and are billed to your payment method after each trip.
3. **Allow Modo to charge your payment method** for any outstanding or unpaid amounts.
4. **Comply with all applicable laws** when using the Services.

As a Modo Community Passholder, you **may not**:

1. **Allow anyone else to use your access** to the Services.
2. **Assign or transfer your account** to another person.
3. **Engage in or promote any unlawful activity**, or any activity prohibited by the Modo documents or these Terms and Conditions.

If you do not pay for the Services on time, Modo may suspend or terminate your access, and any unpaid amounts may be referred to collections.

4. Insurance and Responsibility

You acknowledge and agree as follows:

1. **Responsibility for Driving**

You are solely responsible for your operation of any Modo vehicle.

2. **Third-Party Liability Insurance**

You acknowledge that Modo provides basic third-party liability insurance through ICBC. Modo makes no representations or warranties regarding the adequacy, scope, or limits of such insurance coverage. In the event of an accident involving a claim against you or Modo, the handling and resolution of the claim shall be at the discretion of Modo or ICBC.



3. Determination of Fault

You understand that ICBC determines fault in collisions involving other vehicles. If your actions result in the invalidation of Modo's insurance coverage, you shall be fully liable for all resulting claims, losses, and expenses.

4. Damage to Vehicles

If you cause damage to a Modo vehicle, including in a single-vehicle incident, you shall be responsible for all related costs as set out in the Modo documents. Such costs include, without limitation, the cost of temporarily replacing the vehicle during repairs.

5. Carbon Credits

You agree that all carbon credits generated through your use of Modo vehicles are the exclusive property of Modo.

5. Legal Risk and Liability

You will indemnify and save harmless the Partner Member and Modo, from any liabilities incurred by the Partner Member or Modo and any actions, proceedings, costs or claims of any nature made against the Partner Member or Modo by any other person in connection with your use of the Services.

You will not make any claims against, and will release, the Partner Member and Modo, from any actions, proceedings, costs or claims of any nature that you might have against the Partner Member or Modo relating to any losses, damages, injuries, death or property damage that you may suffer in connection with your use of the Services.

You agree that Modo will only be liable to you for any losses arising out of your use of a Modo vehicle if Modo's gross negligence has caused the losses. You waive any right to sue or make claims against Modo or any of its directors, officers, employees or members for losses arising from the condition of a Modo vehicle, except in cases of gross negligence by Modo. You waive any right to sue or make claims against Modo or any of its directors, officers, affiliates, employees or members for a Modo vehicle not being available at the time it was booked.



6. Termination

You may terminate your membership anytime through your account via the Modo website or by contacting Modo in writing.

Modo may terminate your access to the Services without notice for any of the following:

1. The agreement between your Partner Member and Modo ends.
2. You no longer meet the eligibility requirements.
3. You stop paying for the Services.
4. You do not use a Modo vehicle for twelve (12) consecutive months.
5. You use the Modo services in a way that is against the terms you have agreed to in the Carshare Handbook, Rules of Modo Cooperative or this document.

7. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and you agree to be bound by the laws of this jurisdiction, regardless of your place of residence. Any disagreement that cannot be resolved by the parties will be brought under the exclusive jurisdiction of the courts situated in Vancouver, BC.

8. General Terms

These Terms and Conditions, together with the Modo documents, constitute the entire agreement between you and Modo regarding your use of the Services.

All rights and remedies under these Terms and Conditions are cumulative and are in addition to any rights and remedies available at law or in equity. No waiver of any provision of these Terms and Conditions is effective unless it is in writing and signed by the party granting the waiver. The failure or delay by Modo in exercising any right, remedy, or privilege under these Terms and Conditions does not constitute a waiver of that right, remedy, or privilege.

If any provision of these Terms and Conditions is determined to be invalid or unenforceable, the remaining provisions—and the remaining portions of any invalid or unenforceable provision—will continue in full force and effect.