



E-CARGO BIKE SHARING HANDBOOK

Welcome to Modo!

Modo is your local Member-owned car sharing and e-Cargo Bike sharing co-op, driven by people, not profits. This Handbook works together with other documents that apply to every Member and Community Passholder, including:

- The Monthly Member Agreement,
- The Modo Plus Member Agreement,
- The Green Member Agreement,
- The Associate Member Agreement,
- The Community Passholder Terms and Conditions,
- The Fines and Fees List (e-Cargo Bikes), and
- The Privacy Policy.

IMPORTANT - PLEASE READ CAREFULLY!

By using Modo's e-Cargo Bike services, you agree to be bound by this e-Cargo Bike Sharing Handbook, including all waivers, releases, and limitations of liability contained herein, and acknowledge that you are waiving certain legal rights. If you do not agree to these terms, you may not use our e-Cargo Bike services.

You understand and agree that this e-Cargo Bike Sharing Handbook, including all relevant waivers, releases, and limitations of liability, will apply to your current and future use of Modo's services.

You may cancel your Membership or Community Pass at any time by providing written notice to us. All fees and charges are non-refundable except as required by law.

ARTICLE 1 DEFINITIONS

The following words have the meanings set out below, unless otherwise defined:

"Agents" means the team at Modo dedicated to responding to your queries, by telephone or email.

"Community Pass" means the access arrangement made available by Modo Co-operative through a Partner Member that allows the Community Passholder to use Modo's carsharing and/or e-Cargo Bike sharing services at Member rates, without the requirement to purchase Membership shares, and subject to the Community Pass Terms and Conditions.

"Community Passholder" means an individual who, through the Community Pass, accesses Modo Co-operative's carsharing and/or e-Cargo Bike sharing services through a Partner Member (such as a building owner, strata corporation, employer, school, or community organization), as further described in and subject to the Modo Community Pass Terms and Conditions.



“e-Cargo Bike” means a Class 1 electrical cargo bicycle (pedal assist only, with a maximum speed of 32 km/hour) owned, leased, or operated by Modo, including its battery, charger, cargo box, helmet (if available), and any other equipment associated with the e-Cargo Bike.

“Fines and Fees List (e-Cargo Bikes)” means the most current fines and fees list posted on Modo’s website including any amendments to it relating to the e-Cargo Bikes.

“Member” means an individual that is a member of Modo and is party to one of the following membership agreements: the Monthly Member Agreement, the Modo Plus Member Agreement, the Green Member Agreement, or the Associate Member Agreement.

“We/us/Modo” means Modo Co-operative.

“you/your” means you, the Member or Community Passholder (as applicable).

ARTICLE 2 ELIGIBILITY TO USE A MODO E-CARGO BIKE

To use and operate an e-Cargo Bike, you must be:

1. a Member or Community Passholder in good standing;
2. at least 18 years of age;
3. physically and mentally fit to ride and experienced in safely operating an electric cargo bicycle;
4. familiar and must comply with all laws, regulations, rules, and codes governing the operation of electric bicycles in British Columbia and any applicable municipal bylaws;
5. wearing a helmet whenever you operate an e-Cargo Bike, whether or not it is in motion; Modo will use best efforts to provide a helmet but cannot guarantee availability, and if none is available you must supply and wear your own; and
6. a primary resident of the Señákw development, located on Kits Point.

NOTE: The e-Cargo Bikes are currently only available to Community Passholders whose primary residence is the Señákw development, located on Kits Point. Please refer to the Modo website for the most current eligibility requirements, which are subject to change. Since the e-Cargo Bike service is currently limited to Community Passholders residing in the building where the e-Cargo Bikes are located, you will no longer be eligible to use the e-Cargo Bikes if your primary residence ceases to be in the Señákw development.

Meeting the eligibility criteria in this Handbook does not automatically make you eligible, or keep you eligible, to use the e-Cargo Bike program. We may choose whether or not to approve you, and we may terminate your access at any time, for any reason, in our sole discretion.

A declined or terminated Membership or Community Pass disqualifies you from reapplying to the e-Cargo Bike program, including by creating a new account.



You must notify us promptly if any of the following changes while you use Modo's e-Cargo Bike services:

1. contact information (including email address and mobile phone number);
2. primary residence; or
3. credit card information.

ARTICLE 3 USING A MODO E-CARGO BIKE

1. Disclaimer of Warranties

ALL E-CARGO BIKES AND SERVICES ARE PROVIDED ON AN "AS IS, WHERE IS" BASIS. MODO MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), REGARDING THE PERFORMANCE, AVAILABILITY, RELIABILITY, SAFETY, CONDITION OR FITNESS OF ANY E-CARGO BIKE OR ANY ASPECT OF THE E-CARGO BIKE SHARING PROGRAM. NO ORAL OR WRITTEN ADVICE OR INFORMATION FROM MODO OR ITS REPRESENTATIVES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS HANDBOOK.

2. Before Operating

Before operating an e-Cargo Bike, you must:

- a) familiarize yourself with the e-Cargo Bike and the terms and conditions of this Handbook;
- b) follow the instructions provided by Modo;
- c) adjust the seat so that you may safely operate the e-Cargo Bike;
- d) carefully inspect the e-Cargo Bike for any defects, damages, soiling, and any missing, incomplete, defective or inoperative equipment ("**e-Cargo Bike Damage**");
- e) perform a pre- and post-trip check of the e-Cargo Bike's operating components before operating the e-Cargo Bike, including but not limited to the brakes, tires, gears, pedals, lights, battery, speedometer, frame and saddle, as applicable.

If you spot any visible defects (e.g. dents, scratches, other damage) or if the e-Cargo Bike is dirty or messy, send a description and photo using our app or by email or call us, before your trip. If you do not inform us before you bike, you may be liable for the cost to repair the damage or to clean the e-Cargo Bike. Unless expressly permitted by a Modo Agent, you may not use an e-Cargo Bike that has any operational deficiencies.

You are not permitted to remove, tamper with, or attempt to remove any part of the e-Cargo Bike or its accessories. The battery must remain installed in the e-Cargo Bike at all times.

3. Cancellations and No Shows

For no shows and cancellations made within 12 hours of the start time:

- a) Monthly and Business Members pay 75% of the original time charge; and



b) Modo Plus and Community Passholders pay 50% of the original time charge.

4. Poor Weather Conditions

e-Cargo Bikes must not be used during dangerous weather conditions, including but not limited to hail, snow, icy surfaces, fog, smoke, extreme heat, heavy rain, or lightning storms. We may at any time suspend the availability of e-Cargo Bikes due to adverse weather conditions or other factors, in our sole discretion.

If you cannot access booked e-Cargo Bikes or prefer not to bike in adverse conditions, Modo will waive cancellation charges if you inform us in advance of the booking start time. Modo will not provide any other type of reimbursement.

5. Charging the e-Cargo Bike

e-Cargo Bikes are electrically powered. At the end of your booking, you must return the e-Cargo Bike to its home location and immediately plug the charger into the e-Cargo Bike battery. You must ensure the e-Cargo Bike is properly locked and secured. If you do not plug in the charger at the end of your booking, you must pay a fine as set out in the Fines and Fees List (e-Cargo Bikes). If you are unable to plug the charger into the battery for any reason, you must contact Modo by telephone immediately. You may not remove the battery from the e-Cargo Bike for any reason.

You must notify the property manager for the Seńákŵ development if a bicycle or other object that is not an e-Cargo Bike is parked or left in the home location.

6. Maintenance and Emergencies

e-Cargo Bikes are maintained in accordance with their manufacturer's specified maintenance schedule and receive comprehensive inspections at every scheduled service, or earlier. All repairs to e-Cargo Bikes must be authorized in advance by Modo staff.

If you discover a problem with the e-Cargo Bike before or during your booking, you must stop using it and call Modo immediately.

You may not modify, remove, or add equipment or parts without our advance authorization.

If your booked e-Cargo Bike is involved in any accident, defect, theft, towing, or damage, you must immediately report the incident by calling Modo's Member Care Team promptly by phone, including an accurate description of events and all relevant information. You must follow all instructions given by the Modo Member Care Team in connection with the incident. You may not repair, attempt to repair, or authorize repairs to a damaged e-Cargo Bike, including changing a flat tire, unless expressly authorized by a Modo representative. If police are present at an accident scene, you must remain on-site until they have completed their report, take reasonable steps to preserve evidence, and take all reasonable measures to limit further harm or loss. You may not continue using the e-Cargo Bike after an accident without our express permission. If the e-Cargo Bike cannot be safely ridden, you



must secure it in a supervised and safe location. If we send you an incident report form following an accident, injury, or other incident, you must complete it and return to us promptly by mail or email.

7. Returning the e-Cargo Bike

At the end of every booking, you must return your e-Cargo Bike to its home location. It is your responsibility to ensure that the e-Cargo Bike is returned on time; the e-Cargo Bike is properly locked using the provided lock; the e-Cargo Bike is clean and emptied of your personal belongings; the charger is plugged into the e-Cargo Bike battery; the lock, helmet, and spare charger are returned to the corresponding locker; and you complete a post-trip inspection and report any new damage that occurred.

If the e-Cargo Bike is damaged, you must immediately:

- a) report any damage that does not raise safety concerns in the Modo application; and
- b) report any damage that may raise safety concerns by contacting Modo by telephone.

You are personally responsible for all costs associated with returning the e-Cargo Bike to its home location, including, but not limited to, repair, accident or collision costs, and relocation fees.

Bookings may be extended before the original booking ends, subject to availability, through our app, mobile site, website or by calling an Agent.

Time charges will be reduced when you use our app, mobile site, website or call an Agent to end a booking early for an e-Cargo Bike returned 15 minutes or more before the end of your scheduled booking time. Minimum booking time is 30 minutes and bookings can be extended in 15-minute increments, subject to availability. You can book online for a maximum duration of 10 days. If you would like to make a booking for more than 10 days, please contact an Agent for assistance.

If you fail to return the e-Cargo Bike within two hours of your scheduled return time and we cannot reach you, we may report the e-Cargo Bike to the police as missing.

If you are repeatedly late, your Membership or Community Pass may be suspended or terminated.

8. Emergency Biker

In an emergency, Modo staff may authorize you to allow another person to operate the e-Cargo Bike. The Emergency Biker must not be under the influence of any intoxicating substance and must have explicit permission from Modo staff. You are liable for any fees, costs or damages arising from that person's use of the e-Cargo Bike.

9. Ride Safely

You must comply with all applicable traffic laws and cycling safety rules that apply where you ride, as well as the terms of this Handbook. This includes, without limitation:



- a) operating the e-Cargo Bikes where and when it is safe to do so;
- b) not using a cell phone or electronic device in any manner that could distract you from safe operation;
- c) wearing a properly fitting helmet at all times while on the e-Cargo Bike;
- d) not speeding, riding recklessly, or riding under the influence of alcohol, drugs, medication, or any other intoxicating substance;
- e) only operating the e-Cargo Bike when physically capable of doing so and as permitted by local weather and environmental conditions; or
- f) operating the e-Cargo Bike in compliance with all applicable federal, provincial, and municipal laws, including those governing electric bicycles, and only in areas where electric bicycle use is legally permitted.

You acknowledge that e-Cargo Bikes are motorized cargo bikes that are generally faster and heavier than conventional bicycles and require additional care to operate.

e-Cargo Bikes must not be used for:

- a) racing, trick riding, jumping, stunts, or off-road riding;
- b) any illegal purpose, prohibited transportation, or to evade law enforcement;
- c) transporting flammable, hazardous, or dangerous goods;
- d) carrying loads exceeding the manufacturer's maximum weight limit or that could damage or impair the e-Cargo Bike's operation;
- e) any purpose if you have a physical or mental condition that prevents safe operation;
- f) riding without paying applicable fees when due;
- g) riding by another person, unless expressly permitted by Modo; or
- h) any dangerous, abusive, improper, or violent use.

10. Passengers, Cargo, and Pets

You assume full responsibility and liability for carrying passengers, cargo, and/or pets. You must ensure that:

- a) it is safe for you and any passengers to ride the e-Cargo Bike;
- b) the e-Cargo Bike is used in accordance with its intended design;
- c) all passengers are properly seated, secured, and wearing a properly fitting helmet, which Modo does not provide;
- d) the number of passengers does not exceed the limit set by the e-Cargo Bike manufacturer (the limit being 2 or 4 passengers, depending on the model);
- e) the total weight does not exceed the e-Cargo Bike manufacturer's weight limit;
- f) cargo carried on the e-Cargo Bike is safely secured; and
- g) any animals on the e-Cargo Bikes, with the exception of service dogs, must be inside a secured pet carrier for the entire trip. You are responsible for cleaning any pet hair or other pet messes so that no trace of an animal is found in the e-Cargo Bike.



Modo also recommends the following minimum ages for child passengers, subject to all regulations on passenger, child, cargo, and pet transport and the e-Cargo Bike manufacturer's user manual:

- a) for front-loading cargo bikes, 18 months old, or once the child can sit upright independently; and
- b) for rear-loading cargo bikes, 4 years old, or once the child can sit securely and hold on.

11. Keep the e-Cargo Bike Clean

You must keep e-Cargo Bikes clean and tidy by removing your personal belongings from the cargo box and panniers before you leave the e-Cargo Bike.

If you return an e-Cargo Bike in a dirty condition, a cleaning fee may apply and/or your membership privileges may be suspended. As we rely on Members and Community Passholders to maintain cleanliness, we cannot guarantee that e-Cargo Bikes will be clean and accept no responsibility for objects left by previous users.

If you find an e-Cargo Bike is dirty at the start of your booking, you must report it immediately using our app or by email to info@modo.coop, and include the date and time of your booking along with a description of the issue and any supporting photos.

12. Making a Stopover

You may make stopovers during your booking. Before you temporarily leave the e-Cargo Bike during a stopover, you must ensure that the e-Cargo Bike is safely and legally parked and properly secured using the provided lock.

ARTICLE 4E-CARGO BIKE ACCIDENTS, DAMAGE AND RIDING-RELATED INCIDENTS

1. Insurance

You acknowledge that Modo does not provide you with insurance of any kind regarding your use of the e-Cargo Bike and is not obligated to do so. You are solely responsible for obtaining any personal insurance coverage you may require.

2. Reporting and Responsibility for Costs

a) Pre-Existing Damage

Any e-Cargo Bike Damage not reported at the start of your booking will be deemed to have occurred during your booking period, and you will be liable for that damage unless you can establish to our satisfaction that it could not have occurred during your booking.

b) Damage Responsibility

You are responsible for compensating us for any e-Cargo Bike Damage and any lost, stolen, towed, or damaged equipment arising during your booking, whether caused by you or otherwise, including damage resulting from failure to properly park, lock, or secure the e-



Cargo Bike. This includes damage caused by loss, theft, accidents, vandalism, soiling, improper use, inappropriate conduct, or non-compliance with this Handbook, all as determined in our sole discretion. You are also responsible for our costs of temporarily replacing the e-Cargo Bike or equipment during repair or cleaning.

c) Return Condition

You must return the e-Cargo Bike and all associated equipment (e.g., helmet, battery charger, lock) in the same condition as received. If you cause damage to an e-Cargo Bike, you are liable for all associated repair or replacement costs, up to the MSRP of the e-Cargo Bike.

If you fail to return an e-Cargo Bike or any part of the e-Cargo Bike within 24 hours of the booking end time:

i) you are liable for lost rental revenue fees as set out in the Fines and Fees List (e-Cargo Bikes);

ii) if it cannot be located by a Modo staff member, you are liable for all associated replacement costs, up to the MSRP of the e-Cargo Bike; and

ii) if it can be located by a Modo staff member, you are liable for a \$100 abandoned vehicle fee.

d) Charges, Fines, and Fees

If you violate any term or condition of this Handbook, the Community Pass Terms and Conditions, and/or Membership Agreement, you are subject to any applicable fees, as posted on Modo's website and/or listed in the Fines and Fees List (e-Cargo Bikes). You may also be subject to suspension of your e-Cargo Bike privileges and termination of your Membership or Community Pass.

You are responsible for all costs arising from failure to return e-Cargo Bikes within the authorized time, collection efforts, traffic offences, parking violations, criminal activities, or impoundments occurring during your e-Cargo Bike booking, including fines, penalties, towing, relocation costs, and any other associated charges. We may amend, replace or supplement these charges at any time. Where we are required to pay any such amounts on your behalf, you agree to promptly reimburse us in full plus any applicable administrative fees as set out in Fines and Fees List (e-Cargo Bikes).

You consent to us releasing your name and relevant information to any governmental authority or court in connection with such offences, violations, or charges. To the extent permitted by law, we may, in our sole discretion, settle any related claims on your behalf or transfer responsibility and liability for such claims to you.

Any payment or compensation you receive from a third party or your own insurer in connection with damage, loss, or theft of an e-Cargo Bike or equipment must be remitted to us and applied against any amount you owe.



If, without Modo's approval, you allow a lien to be placed on an e-Cargo Bike or allow the e-Cargo Bike to be impounded, you are responsible for all costs, court and legal fees and service charges.

ARTICLE 5 ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY

YOU AGREE TO ASSUME ALL RISK ARISING FROM YOUR USE OF AN E-CARGO BIKE, INCLUDING BUT NOT LIMITED TO THE RISK OF BODILY INJURY, DISABILITY, PARALYSIS, DEATH, AND PROPERTY DAMAGE TO YOU OR OTHERS. YOUR USE OF AN E-CARGO BIKE IS ENTIRELY AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT FAILURE TO WEAR A HELMET OR TO RIDE SAFELY MAY RESULT IN INJURY OR DEATH TO YOU OR OTHERS, AND YOU ACCEPT FULL RESPONSIBILITY ACCORDINGLY. YOU WILL NOT CLAIM THAT MODO FAILED TO ADEQUATELY TRAIN YOU OR PROVIDE INSTRUCTIONS FOR SAFE RIDING.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING SECTION 8 OF THE OCCUPIERS LIABILITY ACT, RSBC 1996, C. 337, YOU EXPRESSLY WAIVE AND RELEASE MODO CO-OPERATIVE, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AS APPLICABLE (COLLECTIVELY, THE "**MODO PARTIES**"), OF AND FROM ALL MANNER OF ACTIONS, CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, EXPENSES (INCLUDING LEGAL FEES AND EXPENSES), FEES, DEBTS, PENALTIES, ACCOUNTS, COVENANTS, CONTRACTS, TORTS (WHETHER INTENTIONAL OR UNINTENTIONAL) OR PROCEEDINGS, OF EVERY NATURE OR KIND WHATSOEVER, WHETHER ARISING AT LAW OR IN EQUITY OR UNDER ANY STATUTE OR OTHERWISE, WHETHER PRESENTLY DISCOVERED OR UNDISCOVERED, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, OF WHATEVER NATURE PURSUANT TO ANY MATTER (COLLECTIVELY, "**CLAIMS**") ARISING FROM OR IN ANY WAY RELATED TO THIS HANDBOOK, YOUR MEMBERSHIP, YOUR COMMUNITY PASS, THE MODO WEBSITE, THE MODO BOOKING APPLICATION, OR YOUR USE OF AN E-CARGO BIKE, INCLUDING FROM THE NEGLIGENCE OF ANY MODO PARTY, EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT. YOU AGREE THAT YOU WILL NOT MAKE ANY CLAIM OR TAKE ANY PROCEEDINGS WITH RESPECT TO ANY MATTER RELEASED AND DISCHARGED HEREBY WHICH MAY RESULT IN ANY CLAIM ARISING AGAINST THE MODO PARTIES FOR CONTRIBUTION OR INDEMNITY OR OTHER RELIEF.

FOR CERTAINTY, THIS WAIVER AND RELEASE APPLIES TO ALL CURRENT AND FUTURE USE OF MODO'S SERVICES — INCLUDING CARSHARING, E-CARGO BIKE SHARING, AND ANY OTHER VEHICLE OR BIKE-RELATED SERVICES OFFERED BY MODO FROM TIME TO TIME — MADE UNDER YOUR ACCOUNT FROM THE DATE YOU ACCEPT THESE TERMS. BY CONTINUING TO USE ANY MODO SERVICE AFTER ACCEPTING THESE TERMS, YOU CONFIRM YOUR ONGOING AGREEMENT TO THIS WAIVER AND RELEASE, REGARDLESS OF WHETHER A NEW WAIVER AND RELEASE IS SIGNED AT THE TIME OF USE OF MODO'S SERVICE.

ARTICLE 6 LIMITATION OF LIABILITY

IN NO EVENT SHALL THE MODO PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES



WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE MODO PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MODO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS HANDBOOK, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED \$500.

ARTICLE 7 INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE MODO PARTIES FROM AND AGAINST ALL CLAIMS, INCLUDING ALL REASONABLE LEGAL COSTS RELATED TO ENFORCING THIS PROVISION, ARISING FROM: (I) ANY BREACH BY YOU OF THIS HANDBOOK AND RELATED DOCUMENTS INCORPORATED HEREIN; (II) YOUR USE OF THE E-CARGO BIKE SHARING PROGRAM; (III) YOUR VIOLATION OF ANY APPLICABLE LAW; OR (IV) ANY MISREPRESENTATION BY YOU. YOU WILL COOPERATE FULLY IN THE DEFENCE OF ANY SUCH CLAIMS AND WILL NOT SETTLE ANY CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT. WE RETAIN THE RIGHT TO ASSUME EXCLUSIVE CONTROL OF THE DEFENCE OF ANY SUCH CLAIMS AT OUR OWN COST.

ARTICLE 8 MANAGING YOUR ACCOUNT

1. Your Account

Your Membership or Community Pass is personal to you and only for your benefit. You may not transfer it to, or share it with, anyone else. No other person may claim rights under this Handbook other than your successors. You cannot transfer or assign any of your rights under this Handbook.

2. Maintaining Your Email Address

We use email to communicate with you for things like booking confirmations, booking changes, invoicing and other notifications. Therefore, you are required to maintain an active and *valid email* address to receive these communications which Modo assumes to be received and read.

You must advise Modo immediately if you become ineligible to use an e-Cargo Bike (e.g. you no longer meet Modo's eligibility requirements). You may not use the e-Cargo Bikes until your eligibility is re-established.

3. Charges for Bookings

When you book and use an e-Cargo Bike, you will be charged the rates posted on Modo's website, as updated from time to time.

If you incur any additional charges, they will show up on your next invoice.

4. Payments and Spending Cap



You can pay your invoice online via credit card, using bill payment via online banking (use the account number on your invoice), or mailing a cheque.

You must pay your invoice by its due date. Standard payment terms for Modo Plus Members are 21 days. Monthly Members are on our Pay-As-You-Drive plan; charges are applied to Members' credit cards in 2 to 4 days after the end of bookings.

Modo Plus accounts with \$10.00 or more outstanding will be charged a 1.25% monthly interest on the full amount overdue. Monthly accounts with \$2.00 or more outstanding will be charged a 1.25% monthly interest on the full amount overdue.

Spending caps apply to all accounts. A spending cap is defined as the maximum dollar value of Modo services that a Member can use before payment is required. Bookings that exceed the spending cap must be prepaid without exception. Spending caps cannot be raised.

ARTICLE 9 BEHAVIOUR INCONSISTENT WITH MODO'S TERMS AND CONDITIONS

1. Fines and Fees for Violations

If you violate any term or condition of this Handbook, Community Pass Terms and Conditions, and/or Membership Agreement, you are subject to any applicable fees, as posted on Modo's website and/or listed in the Fines and Fees List (e-Cargo Bikes). You may also be subject to suspension of your e-Cargo Bike privileges and termination of your Membership or Community Pass.

2. Suspension of e-Cargo Bike Sharing Privileges

We may suspend your e-Cargo Bike privileges with or without notice at our sole discretion. Conduct that may result in suspension includes, but is not limited to: conduct actually or potentially detrimental to Modo, non-payment of fees, or a breach of the Membership or the Community Passholder Terms and Conditions.

Termination of Membership or Community Pass

You may terminate your Membership or access to Modo's services as a Community Passholder at any time by doing so online or, if that is not possible, by giving written notice to Modo, including by email. Where applicable, shares will be redeemed within 90 days. If this Handbook, your Modo Membership, and/or your Community Pass have been suspended or terminated (regardless of the reason), you must return all Modo property and pay to Modo any payments and charges outstanding. All waivers, releases, and limitations of liability you provide under the terms of this Handbook, your Membership, and the Community Pass continue to be binding on you.

We may terminate your e-Cargo Bike privileges with or without notice at our sole discretion. Conduct that may result in termination includes, but is not limited to, conduct actually or potentially detrimental to Modo, non-payment of fees, or a breach of the Membership or the Community Passholder Terms and Conditions.



Termination of the Membership of a Member-Owner (Modo Plus Member) will be done in accordance with the *Cooperative Association Act* (British Columbia) and the Rules of Modo in effect at the time. When a Membership is terminated, all rights and privileges attached to Membership immediately cease except the right to require Modo to redeem shares, where applicable.

You will have an opportunity to dispute any account termination in writing to Modo management staff. You will have 15 calendar days from the notice of termination to dispute the Membership or Community Pass termination.

ARTICLE 10 GENERAL

1. Privacy

Modo does not share Member or Community Passholder information with other organizations except upon your request or as may be required or permitted by applicable laws. Modo makes every reasonable effort to comply with Canada's Anti-Spam Law (CASL). Modo's detailed privacy policy is available at www.modocoop.ca.

2. Respectful Interactions

Discrimination, harassment or bullying by Members or Community Passholders of any Modo employee in any form, whether verbal, non-verbal, physical or psychological, will not be tolerated and may lead to any of the termination or suspension rights available to Modo.

3. Amendments to the Handbook

Modo reserves the right to amend this Handbook at any time and such changes will be effective upon posting to our website. We will circulate a notification of any significant changes, however, you are deemed to accept any amendments by continuing to use our e-Cargo Bike services whether or not you receive any such notification.

4. Severability

If any part of this Handbook is deemed to be invalid or unenforceable by a competent authority, such specific provision shall be read down or disregarded for the purposes of such dispute, and the remaining provisions of this Handbook shall remain fully valid and enforceable to the greatest extent of the law.

5. Notices

When applicable, we'll send any notices of service changes and/or updates to the email address we have in our record, and all such notices shall be deemed to be delivered upon the earlier of (a) any acknowledgement of receipt (including and automatic read receipt requested by the sender), and (b) by 5:00 pm (PST) on the next business day after sending. If your email address changes, you must update it in the Modo booking application or notify Modo in writing (email is acceptable) as soon as possible.



If you do not have an email address, you must provide Modo with your current mailing address and ensure it is kept up to date.

6. Governing Law

This Handbook 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, British Columbia.