



Carsharing Handbook for Members

Welcome to Modo!

Modo is your local member-owned carsharing co-op, driven by people, not profits. This Handbook supports important documents that apply to every Member including:

- Your Membership Agreement, which includes an agreement to abide by this handbook
- The operator's manual found in each Vehicle
- Price List
- Fines and Fees List

Definitions

Agents: the team at Modo dedicated to responding to your queries, by telephone or email

Emergency Driver: another driver authorized by Modo to drive a Vehicle in an emergency

Engage: the Modo application used by Members to manage their relationship with Modo, including making bookings

Fines and Fees List: the most recent fines and fees list posted on Modo's website including any amendments to it

Member: Individual members, including Modo Plus, Monthly, Community Pass, Roaming, Green and drivers on Business Accounts

Price List: the most recent price list posted on Modo's website including any amendments to it

Vehicle: a vehicle owned or leased by Modo and any equipment in the Vehicle

We/Us: Modo Co-operative

You/Your: you, the Modo member



ELIGIBILITY TO DRIVE A MODO VEHICLE

To drive a Vehicle you must,

1. Be a Modo member in good standing;
2. Meet Modo's Driving Standard which includes:
 - Be 18+ years of age or, if younger than 18, be a Green Member linked to a Member-Owner (Principal Member) that is 25+ years of age and has a valid Class 1, 2, 3, 4 or 5 BC driver's licence;
 - Have an N licence or better or the equivalent from another jurisdiction (must be permitted to drive alone in the car), or have an L licence and be a Green Member linked to a Member-Owner (Principal Member) that is 25+ years of age and has a valid ICBC-issued Class 1, 2, 3, 4 or 5 driver's licence;
 - No at-fault accidents within the past two years at the time of joining;
 - No more than one at-fault accident within the past two years after joining;
 - No licence suspensions within the past two years; and
 - No more than two traffic violations in the past two years.

(The last two years means the most recent 24 months, up to today's date.)

USING A MODO VEHICLE

1. Booking a Vehicle

To use a Vehicle, book it up to one year in advance using Modo's app or online booking system, Engage, using a desktop computer or mobile device. You can also call an Agent for booking assistance.

The 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.

Modo has two Return Options. Choose **Set Return** if you know your end time. Choose **Open Return** when you don't. For a \$3 fee, Open Return allows you to end your booking at any time within 12 hours after your start time and **pay only for the time you use**. The default duration for Open Return is set to the maximum value of 12 hours. It can be shortened to as little as 30 minutes.

2. Fobs and Access to Vehicles

Except for Green Members with a Learner's "L" licence, each member receives a fob, giving you access to Vehicles. Your fob is used to unlock and lock the Vehicle at the beginning, throughout and at the end of your booking. When used to lock the Vehicle it also disables the



engine so that it cannot be started and stolen.

Never manually lock the Vehicle and if present, never remove the ignition key from its tether or from the Vehicle. Always check the door handles to make sure doors are locked after you fob out.

The fob remains the property of Modo, and you are liable for any loss, deterioration or misuse of the fob. If you lose your fob, call Modo immediately to report the loss.

Fobs are personal and cannot be used by other members or by any third party. If authorized on another member's booking, you must use your personal fob when accessing or driving the Vehicle. You are liable for any damage or costs that results from disregarding this rule.

3. Vehicle Check Before You Drive

Members are **required to perform a pre- and post-trip walk-around inspection** to ensure the Vehicle is in good condition.

If you spot any visible defects (e.g., dents, scratches, other damage) the size of a Modo fob or larger and not already marked with a sticker, if any service icon appears on the Vehicle's dashboard, or if the Vehicle is dirty or messy, send a description and photo using the Modo app, by email, or call us **before** you drive. If you don't report issues to Modo before you drive, you may be liable for the cost to repair damage or clean the Vehicle. You must speak to a Modo agent before driving a Vehicle that has a service light on or any operational deficiencies.

Check to ensure the Vehicle insurance and registration is in the glovebox. Do not drive the Vehicle if the current insurance and/or registration are missing. Contact an Agent to arrange for use of an alternate Vehicle.

4. Booked Vehicle Unavailable

If the Vehicle you booked is not in its regular parking spot at the beginning of your booking, contact Modo right away. You can either cancel the booking at no charge or switch to another Modo Vehicle with assistance from a Member Care agent. If no nearby Vehicles are available, we'll work with you to find a solution.

TIP: Can't find your Vehicle? Open your booking in the Modo app and scroll to the map. The Vehicle's current location is shown by the red Modo icon. Checking the map can help you locate a Vehicle that was not returned to its designated parking spot.

5. Cancellations and No Shows

You can cancel or shorten your booking at no charge up to 12 hours before it starts. If you release booking time less than 12 hours before your booking begins, you'll receive a discount* on the unused time: **50% for Modo Plus members and 25% for Monthly members**, for up to the next 12 hours.



Additional Details:

- If you end your trip early and have more than 15 minutes remaining, you can release the Vehicle through the app, online, or by contacting Member Care, and the same discount will apply to the unused time.
- If another member books any of the time you **release**, you won't be charged for those released hours.
- If you cancel after your booking has started, you'll be charged for the time you've used and receive the applicable discount on any remaining unused time for up to the next 12 hours.
- If you don't cancel your booking, you'll be charged for the full booking period.

In short: cancel at least 12 hours in advance for no charge and release unused booking time whenever possible so other members can use the Vehicle.

* Does not apply to Open Return bookings. See section 1.

6. Poor Weather Conditions

In the event of poor weather conditions, Modo will make its best efforts to ensure that members can access and use Vehicles. If members cannot access booked Vehicles or prefer not to drive 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.

7. Refueling

Please return gas-fueled Vehicles with at least **¼ tank of fuel**. Vehicles returned with less than ¼ tank may result in a fee.

Use the fuel card in the key pouch to purchase fuel and pay at the pump using a pre-set amount whenever possible. If the fuel card doesn't work, contact Modo for assistance. Always return the fuel card to the Vehicle at the end of your booking.

Never use diesel fuel unless the Vehicle requires it. Using the wrong fuel can damage the Vehicle, and you will be responsible for repair costs.

If you must pay for fuel yourself, submit the **final fuel receipt** through the Modo app or by emailing **info@modo.coop** for reimbursement. Business account fuel purchases will be credited to the business account. Receipts must clearly show the fuel station name, date, time, and card number.

In short: return the Vehicle with at least ¼ tank, use the fuel card whenever possible, and save your receipt if you need reimbursement.



8. Maintenance and Emergency Repairs

Modo Vehicles are maintained in accordance with their manufacturer's specified maintenance schedule and receive comprehensive inspections at every scheduled service, or earlier.

If you uncover a problem with the Vehicle before or during your booking, contact Modo by telephone immediately. Remember that you must speak to a Modo agent before driving a Vehicle that has a service light on or any operational deficiencies. Please note, all repairs to Vehicles must be authorized by Modo staff.

9. Returning the Vehicle

At the end of every booking, you must return your Vehicle to its Home Location.

It's your responsibility to ensure that:

- the Vehicle is returned on time
- the Vehicle is in its Home Location (if unavailable, park the Vehicle in an unrestricted spot as close to the Home Location as possible and call us immediately if it is further than 1 block away.)
- the Vehicle is properly secured (fobbed out)
- interior and exterior are clean, and emptied of your personal belongings
- the gas tank is at least $\frac{1}{4}$ full
- for Electric Vehicles (EV), the range is not less than 30 km* and the Vehicle is plugged in
- the ignition key (where applicable) and fuel/charging card are in their pouch
- ensure that all rear folding seats are in their upright position and locked in place
- at the end of your booking, check that all doors (including rear hatch) are locked
- you complete a post-trip walk-around inspection and report any new damage that occurred

** If the EV range is less than 30 km upon return, call Modo so we can book the car off for some undisturbed charging time.*

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

Time charges will be reduced when you use our app, mobile site, web site or call an Agent to end a booking early for a Vehicle returned 15 minutes or more before the end of your scheduled booking time. Minimum booking time is 30 min.

If you fail to return the Vehicle within two hours of your scheduled return time and we cannot reach you, the Vehicle may be reported to the police as missing.

If you are repeatedly late, your membership may be suspended or terminated.



10. Emergency Driver

In case of an emergency, Modo staff may authorize a member to allow another person to drive a Vehicle. The Emergency Driver must:

- Have a valid driver's licence.
- Not be under the influence of any intoxicating substance.
- Have explicit permission from Modo staff.

You are liable for any fees, costs or damages arising from that person's use of the Vehicle.

11. Drive Safely

You are expected to be aware of and adhere to all Vehicle operation and road safety rules of the jurisdiction in which the Vehicle is being used. This includes, but is not limited to:

- Not allowing yourself to be distracted while driving, including using a handheld electronic device. You may connect an electronic device to the Vehicle using an available Bluetooth connection and use the device in a hands-free manner except where otherwise prohibited (e.g., L and N drivers in BC.)
- Ensuring that you and all passengers wear seat belts. Use child seats legally and appropriately for the age and size of each child.
- Not speeding
- Not driving recklessly or dangerously
- Not displaying acts of "Road Rage" to other drivers
- Not driving under the influence of any intoxicating substance

Furthermore, Vehicles must not be used for:

- Any stunt driving, timed event, race or competition
- Any illegal purpose
- Repair demonstration, third party application or any modifications
- Traveling on back country or forest service roads or any road or off-roads that are not generally used by regular passenger Vehicles
- Transport or storage of explosives and flammables
- Vehicles must not be used while the driver is under the influence of any intoxicating substance and passengers in Vehicles must also not consume or otherwise use any intoxicating substances in the Vehicle.

12. Keep the Vehicle Clean

While we do clean Vehicles on a routine schedule, please make an extra effort to leave



the Vehicle clean for the next Member. You will receive 1 hour of free drive-time and Modo will reimburse you up to \$20 for a car wash and vacuum.

If you find a Vehicle is dirty at the start of your booking, please report it immediately using Modo's app or by email to **info@modo.coop**. Please include the date and time of your booking along with a description of the mess and any supporting photos.

If you leave the Vehicle dirty, you may be charged a cleaning fee and/or your carsharing privileges may be suspended.

13. Installation of Third-Party Equipment

Except for baby seats or child seats, you must call and speak to Modo staff before you install any third-party equipment on Vehicles. Trailers hitches or other tow-enabling devices and tire chains are never allowed on any Vehicle.

You are liable if the rack or any gear on the rack damages the Vehicle and for any harm caused by the poor or inadequate installation of baby and child seats.

You are not allowed to perform any unapproved repairs, alterations, or additions to the Modo Vehicles. Nor are you allowed to use the Vehicle for any manner of demonstration. Doing so could result in the suspension or termination of your membership.

14. Smoking or Vaping in and Around the Vehicle

Members and/or their passenger(s) are prohibited from smoking or vaping any substance inside, or within 6ft of, a Modo Vehicle in any circumstances.

15. Animals in the Vehicle

Animals are allowed in all Modo Vehicles, and, with the exception of service dogs, must be inside a secure pet carrier for the entire trip. Members are responsible for cleaning any pet hair or other pet messes so that no trace of an animal is found in the Vehicle.

16. Left a personal item in the Vehicle or found someone else's belongings?

If you realize after the booking has ended that you left something in the Vehicle, create a no-charge 30-minute booking up to 15 minutes in advance and retrieve your goods. Just be certain not to turn on the Vehicle for any reason (including Accessory mode.) If you do, it will be treated like a regular booking, and you will incur a usage fee.

If you find someone else's belongings in the Vehicle, let us know via reporting in the app or by email and leave the item(s) in the Vehicle. The owner will collect their item(s) when your booking is completed.

17. Ride-hailing

Ride-hailing, also known as Transportation Network Services, are defined as services respecting the connection of drivers of passenger directed Vehicles with passengers who

hail and pay for the services using an online platform. Modo Vehicles may not be used to provide ride-hailing services.



VEHICLE ACCIDENTS, DAMAGE AND DRIVING-RELATED INCIDENTS

1. Insurance

Modo's fleet is insured up to \$5 million under a Third-Party Liability policy from ICBC. Every Modo driver has collision coverage with each booking, subject to a Damage Fee. If you are involved in an accident and a claim is made against you or Modo, the claim will be settled at the discretion of Modo or our insurer. ICBC determines who is at-fault for accidents that involve another Vehicle. For accidents that do not involve another Vehicle, Modo will determine, in its sole discretion and based on available evidence, who is at fault or responsible.

Members who have been in an accident with a cost to Modo that exceeds \$1,000 will be required to pay a Damage Deposit to continue driving.

2. Damage Fees & Damage Deposits

For a list of Damage Fees and Damage Deposits, please refer to the Fines and Fees posted on Modo's website.

3. Reporting and Responsibility for Costs

You are responsible for ensuring reports of new damage found during your pre-trip inspections are **submitted to us at the start of your booking and before you begin driving**.

If you miss doing an inspection, submitting a report, or a report is submitted after you've started driving, you may be held liable for any new damage the next member reports.

You must immediately report any damage that occurs to a Vehicle you are using. It is your responsibility to secure evidence from available witnesses and to give Modo a written description of the accident and the damage. After an accident, you can only continue your trip if you have explicit permission from Modo.

You will be fully responsible for the cost of any third-party claims if Modo's third party insurance coverage is invalidated due to your actions or misbehaviour.

For damage that occurred during your booking, you are liable up to the value of the Damage Fee for the costs related to Modo, including the costs of temporarily replacing a Vehicle during repairs.

Your responsibility for the costs related to a damage incident is not limited to the Damage Fee and you will be responsible for the full costs if:

- The driver fails to notify Modo of an accident or damage that occurs during their booking;
- The Vehicle is damaged through improper use, for example, by moving cargo in and out of an undersized Vehicle or by an animal in the Vehicle;



- The Vehicle was used on a back country or forest service road, or any road or off-road area not generally used by regular passenger Vehicles;
- The Vehicle was driven by an unauthorized driver;
- The Vehicle was left unsecured;
- The Vehicle was used in the committing of a crime;
- The Vehicle was used to transport explosives and/or flammables;
- The Vehicle was being used in stunt driving, a timed event, a race or a competition;
- The Vehicle was used to provide ride-hailing services that include the connection of drivers of passenger directed Vehicles with passengers who hail and pay for the services using an online platform;
- The driver of the Vehicle was intoxicated;
- The driver was speeding;
- The driver was charged with a Vehicle-related offense under the Motor Vehicle Act or Criminal Code;
- Unsuitable fluids were introduced into the Vehicle, such as diesel fuel into a gasoline powered Vehicle;
- The Vehicle was otherwise misused, or the driver's behaviour was inappropriate in Modo's sole determination.

To mitigate the cost of Damage Fees, qualifying Members can:

- Pay their Modo invoices with a credit card offering Collision Loss Damage Insurance (CLDI). Check with your credit card company to see if you qualify, then indicate on your Modo account online that you are using your credit card's CLDI coverage by setting up the card for automatic payments and enabling the CLDI option. By doing so, you will be declining the damage coverage provided by Modo (and the related need to pay a damage fee) and indicating your preferred coverage option as CLDI for future bookings. **Note: CLDI does not cover trucks, cargo vans or certain specialty Vehicles.**
- Join the Modo Damage Pool. Your Damage Fee, where applicable, will be paid from the Damage Pool. You will be billed annually on the date you enrolled. If a Damage Fee is paid for you out of the Damage Pool, your Damage Pool coverage expires, and you must apply to re-enter the Damage Pool. The Damage Pool **does** cover trucks, cargo vans and specialty Vehicles.
- Municipalities, Businesses, Green Members and members that are required to pay a Damage Deposit to continue driving are not eligible to join the Damage Pool.

- The Damage Pool is non-refundable once it is added to the account and covers the enrolled member in any booking.

4. Tickets, Liens and Impoundment

Members are responsible for all costs incurred due to driving or parking tickets and Vehicle impoundments including towing, staff time, loss of Vehicle use time and any other costs incurred for the return of the Vehicle.

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

MANAGING YOUR ACCOUNT

1. Maintaining your Email Address

At Modo, we use email to communicate with our members 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 are responsible to advise Modo immediately if you become ineligible to drive a Modo Vehicle (e.g. your Driver's Licence becomes invalid, or you no longer meet Modo's Driving Standard). You are not permitted to drive Modo Vehicles until eligibility has been re-established.

2. Charges for Bookings

When you book and use a Vehicle, you will be charged:

- the full rate for each 15-minute block the Vehicle is booked (starting at 30 minutes, minimum)
- a per kilometre fee, subject to the booking duration and membership type
- Any other amounts as set out in the Price List and Fines and Fees List If you incur any additional charges, they will show up on your next invoice.

3. Payments and Spending Cap

You can pay your invoice online via credit card or (for Modo Plus members) electronic bill payment via online banking (use the account number on your invoice.)

You must pay your invoice by the invoice 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 within two to four days after the end of bookings.

Modo Plus accounts with an outstanding amount of \$10 or more will be charged a 1.25%



monthly interest rate on the full amount overdue. Monthly accounts with an amount outstanding of \$2.00 or more will be charged a 1.25% monthly interest rate 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.

BEHAVIOUR INCONSISTENT WITH MODO'S TERMS AND CONDITIONS

1. Fines and Fees for Violations

Any violation of terms or conditions of this Handbook and/or of your Membership Agreement are subject to any applicable fees, as posted on Modo's website. You may also be subject to suspension of your carsharing privileges and termination of your membership.

2. Suspension of Carsharing Privileges

Modo may suspend your driving privileges with or without notice if you have engaged in conduct actually or potentially detrimental to Modo, have not paid money due to Modo within a reasonable period, or have breached a material condition of membership.

You will have an opportunity to dispute any suspension of driving privileges in writing to Modo management. You will have 15 days from the notice of suspension to register a dispute.

3. Termination of Membership

You may terminate your membership at any time by way of Modo's app or your online account. If this is not possible, you may give notice in writing to Modo by email. Where applicable, shares will be redeemed within 90 days.

Modo may terminate your membership if you have engaged in conduct detrimental to Modo or have not paid money due to Modo within a reasonable period or have breached a material condition of membership.

Termination of the membership of a Member-Owner (Modo Plus member) will be done in accordance with the BC Co-op Act. and the Rules of Modo Co-operative.

When membership is terminated, all rights and privileges attached to membership cease except for the right to require Modo to redeem shares, where applicable.

Termination of membership does not release you from the obligation to surrender all property of Modo held by you, or from any debt owed to Modo.

You will have an opportunity to dispute any account termination by writing to Modo management. You will have 15 days from the notice of termination to dispute the

membership termination.



OTHER

1. Privacy

Modo does not share Member information with other organizations except upon your request or as required or permitted by law. Modos makes every reasonable effort to comply with Canada's Anti-Spam Law (CASL). Modos detailed privacy policy is available at www.modo.coop.

2. Respectful workplace

Discrimination, harassment or bullying by members of Modo employees in any form, whether verbal, non-verbal, physical or psychological, will not be tolerated. This policy applies to behaviour on company premises and during work-related phone, electronic and other communications.

3. Amendments to the Handbook

Modo reserves the right to amend this Handbook at any time. We'll notify Members of any significant change within seven (7) days.

4. Severability

If any part of this Handbook is deemed invalid or unenforceable by a competent authority, the validity and enforceability of the remainder of the provisions of this Handbook shall remain.

5. Notice

When applicable, Modo will send any notice of service changes and/or updates to the email address we have on record. If your email address changes, you must update your Modo account or notify Modo in writing (email is acceptable).