



POGO CARSHARE MEMBER AGREEMENT

*Otto Canada Inc. (“Pogo Carshare” or “Pogo”) offers carsharing transportation services in Alberta to persons that have been approved through an application process and registered as Members by Pogo.*

*This Agreement governs the relationship, rights, and obligations between Pogo and the Member for the use of Pogo Vehicles. This Agreement does not itself confer any right to use Pogo vehicles. The Member must agree to all of the terms and conditions of this Agreement before using a Pogo vehicle.*

MEMBER'S DECLARATION

THE MEMBER DECLARES THAT THEY HAVE RECEIVED ALL EXPLANATIONS AS THEY MAY HAVE REASONABLY REQUESTED CONCERNING THE CONTENT OF THIS AGREEMENT AND THAT THEY HAVE CAREFULLY REVIEWED AND UNDERSTAND ALL OF THEIR COMMITMENTS AND OBLIGATIONS IN THIS AGREEMENT. THE MEMBER DECLARES THAT THEY UNDERSTAND THAT THIS AGREEMENT CONTAINS TERMS RELATED TO DAMAGES, LIABILITY, AND INDEMNIFICATION AND THAT THEY UNDERSTAND THAT THIS AGREEMENT MAY IMPACT THEIR RIGHTS AND RESPONSIBILITIES IN THE EVENT OF ANY DAMAGE TO POGO VEHICLES OR THIRD PARTIES. BY APPLYING FOR MEMBERSHIP OR USING A POGO VEHICLE, THE MEMBER AGREES AS FOLLOWS:

**SECTION 1**

DEFINITIONS, SCHEDULES,  
AND MODIFICATION OF TERMS

**1.1 | Definitions:** In this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

- (a) “Account Page” means the Member’s personal account section of Pogo’s website.
- (b) “Agreement” means this Agreement as amended or supplemented in writing from time to time;
- (c) “Application” means the Member’s application for membership with Pogo;
- (d) “Driver’s License” means a driver’s license that authorizes the person to whom it is issued to operate a motor vehicle in the jurisdiction where he or she uses any Pogo vehicle;
- (e) “Eligible” or “Eligibility” means a person who meets the Eligibility Requirements pursuant to Schedule “B”;
- (f) “Fees” means all fees, costs and charges applicable under this Agreement pursuant to the Fee Schedule;
- (g) “The Zone” means the area delineated by Pogo pursuant to the The Zone Map for commencement and termination of a Trip Period;
- (h) “Invoices” means a summary of all fees and other amounts for which a Member is responsible that relate to use of a Pogo vehicle

or other amounts owing pursuant to this Service Agreement, which will be generated on a regular basis and which may be made available at website and on select affiliated websites;

- (i) “Member” means the party to this Agreement and approved by Pogo through an application process and issued a Membership Card;
- (j) “Membership Card” means the Radio Frequency Identification (RFID) chip-embedded card provided by Pogo to the Member;
- (k) “Parking Rules” means the parking rules of Pogo, as may be amended from time to time, identifying the locations within each The Zone where a Pogo Vehicle may be parked;
- (l) “Permissible Operation Zone” means the area in which Pogo vehicles can operate, which includes British Columbia, Alberta, Saskatchewan, and Manitoba;
- (m) “Person” means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and other forms of entity or organization and any reference to a Person shall include and shall be deemed to be a reference to that Person’s successor;
- (n) “Privacy Policy” means the Pogo privacy policy as may be amended from time to time, available at Pogo’s website;

- (o) “Pogo Vehicle” means any motor vehicle registered to Pogo and used in connection with Pogo’s carsharing business, including all hardware or other property installed or affixed thereto;
- (p) “Pogo’s Website” means [www.PogoCarshare.com](http://www.PogoCarshare.com) and such other websites as may be specified by Pogo from time to time;
- (q) “Service Center” means the Pogo service centre locations that provide assistance, monitoring, and reporting to a Member as specified by Pogo from time to time and listed on the Pogo website;
- (r) “Trip Period” means the span of time between a Vehicle Activation and Vehicle Deactivation;
- (s) “Vehicle Activation” has the meaning ascribed to it in Section 4.7; and
- (t) “Vehicle Deactivation” has the meaning ascribed to it in Section 5.1

**1.2 | Schedules:** The following schedules (“Schedules”) attached to this Agreement and posted on Pogo’s website are incorporated by reference and shall be deemed to form a part of this Agreement:

- Eligibility Requirements
- Terms of Use
- Parking Rules
- Fee Schedule
- The Zone Map



**1.3 | Modification of Terms :** The current version of this Agreement and the Schedules are available at Pogo's website. Pogo reserves the right to amend, supplement, or replace this Agreement, including the Schedules, from time to time and shall give notice of such changes to the Member. Such notice shall be deemed given to the Member upon being provided by Pogo in accordance with this Agreement. The Member acknowledges and agrees that all modifications of this Agreement shall be in effect for and binding on the Member in exchange for and as a condition of the Member's continued rights under this Agreement, including the use of Pogo vehicles. By reserving an Pogo Vehicle or otherwise using an Pogo Vehicle following Pogo's notice of any modification to this Agreement, the Member acknowledges and agrees to the terms of such modification.

## **SECTION 2** **ELIGIBILITY**

**2.1 | Eligibility :** The Member has reviewed the Eligibility Requirements and represents and warrants that they are Eligible. The Member agrees to cooperate in providing Pogo all information necessary to confirm their Eligibility. Pogo reserves the right to request additional information, such as a copy of a passport or proof of address, at any time.

**2.2 | Additional Criteria :** The Member acknowledges that Pogo may add additional requirements to the Eligibility Requirements at any time and that such additional requirements may disqualify the Member.

**2.3 | Ongoing Eligibility Requirements :** Because driving a Pogo vehicle requires maintaining a good driving record, Pogo may, from time to time, check Members' driving records and reserves the right, in its sole discretion, to suspend or terminate this Agreement. In addition, Pogo may at any time require Members to demonstrate compliance with the licensing laws of their jurisdiction of residence and/or impose further policies regarding the obligation to be licensed in their jurisdiction of residence.

**2.4 | Loss of Eligibility :** If the Member's license is suspended or revoked or becomes invalid, if the Member has any further endorsements or accidents on their driving record, or if the Member is convicted of or receives a citation for driving under the influence of alcohol or drugs, dangerous or reckless driving, or exceeding the relevant speed limit, the Member agrees to report such suspension, revocation, changes, conviction, or citation to Pogo promptly. Failure to notify Pogo of any such events may lead to the Member not being covered by Pogo's insurance policy when driving a Pogo Vehicle and/or termination of this Agreement.

## **SECTION 3** **MEMBERSHIP**

**3.1 | Commencement :** This Agreement shall commence upon Pogo's acceptance of the Application and issue of a Membership Card to the Member and shall continue until terminated in accordance with the provisions herein.

**3.2 | Communications :** Pogo may contact the Member in relation to any matter that may arise under this Agreement or the Member's use of an Pogo Vehicle by phone, text message, email, or other method of communication. The Member authorizes such contact and is responsible for any cellphone or other fees related to such contact.

**3.3 | Termination by Member :** The Member may terminate this Agreement at any time by returning their Membership Card, paying all outstanding Fees, and returning all other Pogo property in the Member's possession or control.

**3.4 | Suspension of Use :** At any time, Pogo may prohibit any continued use of the Pogo Vehicle and notify the appropriate authorities if it believes there is a violation of any laws or this Agreement, including the Terms of Use.

**3.5 | Termination by Pogo :** Pogo may terminate this Agreement, or suspend the Member's use of Pogo Vehicles at any time, if the Member:

(a) does not pay any Fee at the time Fee is due;

- (b) fails to comply with this Agreement, including the Terms of Use;
- (c) fails to maintain Eligibility;
- (d) permits the use of a Pogo Vehicle or a Pogo Vehicle fuel card by a person other than the Member;
- (e) returns an Pogo Vehicle to a location other than a location permitted by the Parking Rules;
- (f) fails to notify Pogo of any defect with a Pogo Vehicle adversely affecting the operation or safety of that Pogo Vehicle; or
- (g) has made a statement or representation to Pogo which is incorrect or has failed to disclose facts or circumstances required to be disclosed under this Agreement.
- (h) Notwithstanding the foregoing, Pogo may terminate this Agreement or suspend a Member's use of Pogo Vehicles at any time and for any reason whatsoever, in the sole discretion of Pogo.

**3.6 | Return of Property :** Upon termination of this Agreement or suspension of the Member's use of Pogo Vehicles, howsoever caused, the Member shall immediately return to Pogo any Pogo Vehicle and any other property of Pogo in the Member's possession or control as instructed by Pogo. The Member shall be responsible for and agrees to pay any legal fees, court costs, or expenses associated with enforcing any term of this Agreement whether upon termination or otherwise and including any costs relating to recovering any of the foregoing property or any amounts due and owing to Pogo.

**3.7 | Costs :** If this Agreement is terminated or the Member's use of Pogo Vehicles is suspended, howsoever caused, Pogo may take possession of any Pogo Vehicle or other Pogo Property in the Member's possession or control and at the Member's expense, and the Member may be charged any applicable Fees.

#### SECTION 4

##### USE OF POGO VEHICLES

**4.1 | Acknowledgement :** The Member acknowledges that they have read and understood the Terms of Use. The Member agrees to abide by the Terms of Use as updated and revised from time to time. Pogo may alter the Terms of Use at any time by publishing the replacement Terms of Use on the Terms of Use section of Pogo's Website. It is the Member's responsibility to periodically review the Terms of Use and to ensure their compliance on an ongoing basis.

**4.2 | Ownership :** Nothing in this Agreement transfers or otherwise conveys ownership or any right, title, or interest in any property to the Member, including any Pogo Vehicles or Membership Card. The Member agrees that they will not tamper, destroy, modify, read, copy, manipulate, or reverse engineer the Membership Card, any Vehicle Activation method installed in a Pogo Vehicle, or other any other Pogo Property.

#### SECTION 5

##### COMMENCING A TRIP

**5.1 | Vehicle Reservation :** A Pogo Vehicle may be reserved by a Member through Pogo's Website, an Pogo smartphone application or other authorized mobile applications or otherwise as specified by Pogo from time to time.

**5.2 | Use Without Reservation :** The Member may request the use of any Pogo Vehicle without prior reservation provided such Pogo Vehicle is marked "available" by such method specified by Pogo from time to time.

**5.3 | Inspection for Damage :** Before operating a Pogo Vehicle, the Member must inspect the interior and exterior of the Pogo Vehicle for any visible defects, damages, or excessive soiling, and must immediately notify Pogo of any observed defects, damages, or problems to or with the vehicle itself or with any installed technology. If any defects, damages, or excessive soiling are discovered prior to starting the trip, the Member must, at the

Member's expense, contact the Service Centre and accurately and truthfully inform the Service Centre of the nature of the discovered defects, damages, or excessive soiling. The Service Centre is entitled to prohibit the Member from using the Pogo Vehicle in its sole discretion. A Member's failure to report any deficiency prior to using an Pogo Vehicle may result in that Member being held responsible for the repair, cleaning, or other costs related to the Pogo Vehicle.

**5.4 | Inoperable Pogo Vehicles :** If the Member's reported observations result in the Pogo Vehicle being deemed inoperable, the Member may be assigned a different Pogo Vehicle within a reasonable distance in Pogo's discretion and depending on availability.

**5.5 | Vehicle Cleanliness :** Pogo depends on its Members to ensure Pogo Vehicles are returned in a clean state and that all items of personal property belonging to the Member are removed. Pogo makes no representations or warranties as to the cleanliness of any Pogo Vehicles and the Member accepts use of a Pogo Vehicle on an "as is, where is" basis.

**5.6 | Vehicle Activation :** A Trip Period is commenced at the local time at which the Member activates the Pogo Vehicle by holding the RFID chip embedded in the Membership Card to the card reader installed in the windshield area. The chip allows access to the vehicle along with locking and unlocking capabilities. In its sole discretion, Pogo may allow activation of an Pogo Vehicle and commencement of a Trip Period through an authorized smartphone application or through such other manners as may be determined by Pogo from time to time. Upon proper activation, the Pogo Vehicle will automatically be unlocked for use by the Member ("Vehicle Activation").

**5.7 | Commencement of Fees :** A Member will be charged for use of the Pogo Vehicle commencing upon Vehicle Activation. Fees shall accrue even if the Pogo Vehicle is used in breach of this Agreement, including by a person other than the Member.

**5.8 | Area of Operation :** The Member may use a Pogo Vehicle only within the Permissible Operation Zone. At no time shall the Member cause or otherwise allow an Pogo Vehicle to exit the Permissible Operation Zone. In the event that the Member causes or allows an Pogo Vehicle to travel outside the Permissible Operation Zone, the Member will be personally responsible for costs associated with returning the vehicle to the The Zone, including, but not limited to, costs associated with vehicle repair, motor-vehicle accidents or collisions, and towing services. The Member responsible for such vehicle will continue to incur charges until the vehicle is returned to The Zone.

#### SECTION 6

##### ENDING A TRIP

**6.1 | Vehicle Deactivation :** The end of the trip is initiated by the Member holding the Membership Card with a valid RFID chip to the card reader installed in the windshield area or by smartphone application or in such other manner as may be determined by Pogo from time to time. The trip is ended only if the card reader has correspondingly confirmed the Vehicle Deactivation indicating the Pogo Vehicle is now available. It is the Member's responsibility to confirm Vehicle Deactivation. In the event the Member fails to initiate the Vehicle Deactivation the Trip Period shall continue and the Member shall be responsible for all continued fees incurred in relation to the ongoing Trip Period ("Vehicle Deactivation").

##### **6.2 | Obligations on Ending a Trip Period :**

When the Member wishes to end a trip, the Member shall:

- (a) park the vehicle in accordance with the Parking Rules;
- (b) ensure that the key and fuel card have been returned to holders in the vehicle;
- (c) ensure that all windows and doors are fully closed and that all lights have been turned off
- (d) remove all trash from and clean any soiling in the vehicle.

**6.3 | Maximum Duration of Use :** A Pogo Vehicle may not be used by a Member for more than thirty (30) consecutive days. If a Trip Period exceeds thirty (30) consecutive days, the Trip Period will be terminated by Pogo. Until the vehicle is returned to the The Zone and the trip is ended, the Member will continue to incur fees and/or penalties as specified in the Fee Schedule.

If payment is not made or is rejected or otherwise unauthorized, Pogo retains the right to repossess the Pogo Vehicle from its then-current location and, to the extent permitted by law, the Member will assume all associated costs, including key replacement, if the Pogo Vehicle key is not promptly returned.

**6.4 | Return to The Zone :** The trip may be ended only if the Pogo Vehicle is located within The Zone and in accordance with the Parking Rules. The exact boundaries are shown at all times at Pogo's Website. The Trip Period may be ended only if the Pogo Vehicle is able to establish a connection with a cellular network or such other method designated by Pogo from time to time. If the Pogo Vehicle cannot establish a cellular network connection but the Member is able to call the Service Centre, Pogo may end the trip remotely and provide confirmation and exit instructions to the Member. In such an event, Pogo may require the Member to move the Pogo Vehicle to another location permitted by the Parking Rules. Failure to return the vehicle in accordance with this Agreement may result in liability or possible criminal sanctions.

## **SECTION 7** **FEES, PAYMENTS, AND BILLING**

**7.1 | Fees :** The Fees for using an Pogo Vehicle and related services are set out in the Fee Schedule, as amended from time to time. The Member agrees to pay all amounts when due. All fees for using an Pogo Vehicle begin to accrue upon the commencement of the Trip Period and are payable in full at the end of the Trip Period.

**7.2 | Invoicing :** Upon Vehicle Deactivation, the Member shall be invoiced via email, and a copy of

the Invoice shall be added to the Member's Account Page. The Member acknowledges receipt of notice of all Fees upon the issue of an Invoice.

**7.3 | Payments :** Payments shall be made by Visa, Mastercard, or such other method as Pogo may authorize in its sole discretion from time to time. The Member hereby authorizes Pogo, including its employees, agents, or any assignees, to charge the Member using the payment information supplied by the Member to Pogo. Such payment method provided by the Member shall have sufficient funds available to cover all Fees incurred by the Member. The Member is solely responsible for any associated credit card charges or fees. The Member hereby authorizes Pogo to reserve credit with, or obtain an authorization from, the Member's payment card issuer within 24 hours of the commencement of a Trip Period. In the event a payment card charge is declined by the Member's payment card issuer (either for advanced authorization or incurred charges), Pogo may suspend or terminate the use of Pogo Vehicles by the Member.

**7.4 | Time Credits :** Pogo may, from time to time, issue a time credit to the Member to be applied towards a future Trip Period. Any time credit issued by Pogo shall have no monetary value and will expire on the time and date noted in the Member's Account Page. Pogo may revoke or cancel any unexpended time credit in its sole discretion and at any time.

**7.5 | Billing History :** Trip Period history, Invoices, and payment history may be accessed by the Member on the Member's Account Page.

**7.6 | Refunds :** Any request for refund or alteration of Fees must be received by Pogo within 14 days of the date the Invoice. Refunds are subject to review and approval in Pogo's sole discretion.

**7.7 | Current Payment Information :** The Member is responsible for providing and keeping current credit card information on file with Pogo. Failure to keep current credit card information with Pogo may result in Pogo's termination of the Member's Membership.

**7.8 | Collections :** Pogo may utilize third parties to collect amounts owed to Pogo by the Member. The member will also be responsible for any collection or similar fees associated with these collection activities.

## **SECTION 8** **COLLISIONS, DAMAGE,** **AND TRAFFIC VIOLATIONS**

**8.1 | Uninsured Damage :** The Member is solely responsible for all uninsured damage to a Pogo Vehicle (including major soiling) incurred during the Trip Period and is responsible for the full costs of any uninsured damages or injuries caused to third parties or to their property including:

- (a) the repair costs (estimated or actual for the Pogo Vehicle and third party property);
- (b) injuries to third parties;
- (c) cost associated with the recovery or transportation of any Pogo Vehicles; and
- (d) the loss of use of any Pogo Vehicles or third party property.

**8.2 | Damage Fees :** Provided that the Member has complied with this Agreement, including the Terms of Use, the Member's responsibility for insured damages shall be those amounts described in the damages section of the Fee Schedule. Members shall be responsible for the full amount of such damage Fees for actual, estimated, or projected costs whether or not an actual claim is made or processed.

**8.3 | Loss of Insurance Coverage :** In the event that any loss or damage occurs during a Trip Period and insurance coverage is lost or otherwise does not apply due to the actions or conduct of the Member, then the Member is responsible for the full cost of any such loss or damage.

**8.4 | Presumption :** Where damage to an Pogo Vehicle is reported or otherwise recorded by Pogo, the last person (meaning other members) to use the Pogo Vehicle shall be presumed to have caused and shall be liable to Pogo for the damage absent evidence to the contrary, as may be determined by Pogo in its sole discretion. The Member agrees that,



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in the event that damage is reported by a person using a Pogo Vehicle after the Member, the Member is responsible for such reported damage.

**8.5 | Loss of Property :** The Member is solely responsible if the Member loses any of the Pogo Vehicle's assigned property including a car key, fuel card, or car documents. In the event that any Pogo Vehicle's assigned property is lost or otherwise not in the Pogo Vehicle at the end of a Trip Period the Member shall pay the full amount for such property as determined by Pogo from time to time and pursuant to the damages portion of the Fee Schedule.

**8.6 | Report of Damage :** The Member shall promptly report to Pogo all collisions, accidents, defects, or damage to the vehicle resulting from force or accident in the manner specified in this Agreement, together with a report to police as required.

**8.7 | Police Reports :** If the police attend to the scene of a collision involving a Pogo Vehicle, the Member must remain at the site until authorized to leave by police. If the police do not attend at the collision site, the Member must report the collision to the nearest collision reporting centre. The Member shall complete an incident report form in the event of a collision, accident, injury, or other incident and provide a copy to Pogo.

**8.8 | Entitlement to Compensation :** To the extent permitted by applicable law, in all cases, Pogo is entitled to any and all compensation or monies paid in connection with damages to a Pogo Vehicle. In the event the Member receives any such monies, the Member agrees to hold such monies in trust on behalf of Pogo and agrees to promptly make payment of such monies to Pogo.

LOSS OF ELIGIBILITY OR USE OF A VEHICLE IN VIOLATION OF THIS AGREEMENT INCLUDING THE TERMS OF USE MAY AUTOMATICALLY DISQUALIFY THE MEMBER FROM INSURANCE COVERAGE PROVIDED BY POGO'S INSURER.

**9.2 | Coverage Limits :** The policy of insurance Pogo maintains and which is extended to Member

that are not disqualified includes the following:

- (a) liability insurance coverage for bodily injury and property damage to a maximum limit of \$1,000,000 per occurrence, or such other amount as Pogo may elect to provide and in accordance with minimum statutory financial responsibility limits;
- (b) basic no-fault benefits if the applicable province has adopted a no-fault statute; and
- (c) uninsured motorist bodily injury coverage with a coverage limit equal to the lesser of the statutory minimum financial responsibility limits for the applicable province and the minimum limits of uninsured motorist coverage defined by the laws of any applicable province.

**9.3 | Member Deductible Obligations :** The Member will be responsible for a deductible of \$1,000 in the event of any claim in connection with the Member is made under Pogo's insurance policy.

**9.4 | Damages and Member Responsibility :** The Member shall be responsible to Pogo for any and all theft of, damages to, or the loss of and loss of use, a Pogo Vehicle or other Pogo property that occurs during a Member's Trip Period. In all cases, where Pogo's insurance policy does not cover a claim or a claim is in excess of the coverage provided by Pogo's insurance policy, the Member is liable for the entire amount of such claim, including the cost of replacement or repair of any involved vehicle and for any and all claims of any kind made by third parties.

**9.5 | Additional Coverage & Waiver of Subrogation :** The Member is advised to seek other and additional insurance protection for claims not covered by Pogo's insurance. In all cases where a Member has an additional policy of insurance coverage, the Member's policy shall respond first before any coverage by Pogo's policy of insurance. The Member hereby waives any rights of subrogation they may have against Pogo.

**SECTION 10**  
**LIABILITY**

**10.1 | Limitation of Pogo's Liability :** Notwithstanding anything to the contrary expressed or implied in this Agreement, Pogo shall not be liable to the Member for any general, indirect, or consequential damages or any economic losses of any kind, regardless of whether the liability to which such damages relate arises in contract, tort, or otherwise in law, for any injury, loss, or damage sustained by the Member (including its affiliates, subsidiaries, associated companies, successors, and assigns and each of their respective officers, directors, agents, and employees) arising from this Agreement or the Member's use of a Pogo Vehicle.

**SECTION 11**  
**INDEMNITY**

**11.1 | Member's Indemnity of Pogo :** The Member shall indemnify and hold harmless Pogo (including its affiliates, subsidiaries, associated companies, successors, and assigns and each of their respective officers, directors, agents, and employees severally and collectively) from any and all losses, claims, demands, liabilities, damages, pleadings, fines, penalties, judgments, and expenses (including, without limitation, legal expenses on a solicitor and his own client basis), suffered or incurred by or brought against any or all of them, including by third parties, by reason of any act or omission of Pogo or its officers, directors, agents, employees, or subcontractors in relation to this Agreement or the Member's use of Pogo Vehicles.



## SECTION 12

### INTERPRETATION AND GENERAL TERMS

**12.1 | Interpretation:** In this Agreement, except as otherwise provided, or unless the context otherwise requires:

- (a) the subdivisions in this Agreement are called, in descending order, "sections," "subsections," "paragraphs," "subparagraphs," "clauses," and "subclauses";
- (b) the words "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision hereof;
- (c) headings inserted in this Agreement are for convenience only and are not intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof;
- (d) words like "including," "specifically," or "particularly," or words of similar import when following any general statement, term, or matter, shall not be construed to limit such general statement, term, or matter to the specific items or matters following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or other words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- (e) any reference to a statute includes amendments thereto, regulations made pursuant thereto, and to any statute or regulation that supplements, supersedes, or replaces same; and
- (f) words importing one gender include all other genders, words in the singular include the plural, and words importing individuals shall include firms & corporations, and, in each case vice versa.

**2.2 | Severability:** Any term, condition or provision of this Agreement which is deemed to be void, prohibited or unenforceable shall be severable herefrom without in any way invalidating the remaining terms, conditions and provisions hereof.

**12.3 | Enforcement of Remedies:** Any remedy which may be available to a party by virtue of any provision contained in this Agreement and as a consequence of the default of another party shall be in addition to and not by way of substitution for any statutory, common law, or equitable remedy which may also be available and all such remedies may be enforced either successively or concurrently.

**12.4 | Non Waiver:** Neither the granting of any time or other indulgence to any party hereto nor the failure of any party to insist upon the strict performance of any covenant, term, or condition of this Agreement or to enforce its rights hereunder shall be construed as a waiver of its rights or remedies hereunder and the same shall continue in full force and effect.

**12.5 | Further Assurances:** The Member will promptly and duly execute and deliver to Pogo such further documents and assurances and take such further action as Pogo may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

**12.6 | Notices:** Any notice or other communication required or permitted to be given by Pogo to the Member under the terms of this Agreement shall be sufficiently given to the Member by any one of the following means:

- (a) by a posting on Pogo's Website;
- (b) by a posting in Pogo Vehicles;
- (c) by regular mail to the mailing address the Member maintains with Pogo;
- (d) by email to the email address the Member maintains with Pogo; or
- (e) by telephone to the telephone number the Member maintains with Pogo.

Any notice or other communication required or permitted to be given by a Member to Pogo under the terms of this Agreement shall be sufficient given to Pogo by any one of the following means:

(a) by regular mail to:

**Pogo Carshare**  
11703 Groat Road  
Edmonton, Alberta  
T5M 3K6

(b) by email to: [admin@pogocarshare.com](mailto:admin@pogocarshare.com).

Every such notice or communication shall be deemed to have been received and given at the time when, in the ordinary course of transmission, it would have been delivered or received at the address to which it was sent.

**12.7 | Governing Law:** This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Alberta. Each of the Parties hereto hereby irrevocably attorns to the jurisdiction of the courts in the Province of Alberta.

**12.8 | Entire Agreement:** This Agreement and the Application constitute the entire agreement between the parties and there are no statements, representations, warranties, undertakings, or agreements, written or oral, express or implied, between the parties hereto except as herein set forth.

**2.9 | Binding Agreement:** The terms of this Agreement are contractual and not a mere recital.

**12.10 | Enurement:** This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties together with their personal representatives, successors, and permitted assigns.

**2.11 | Joint and Several:** Representations, warranties, covenants, or obligations, when of more than one Person, shall be deemed to be given by each such Person on a joint and several basis.

**12.12 | Assignment:** This Agreement is personal to the Member and the Member may not assign this Agreement or any of its rights or obligations hereunder.

**12.13 | Currency:** All dollar amounts appearing in this Agreement are in Canadian dollars unless otherwise stated.