



POGO CARSHARE
TERMS AND CONDITIONS

OBLIGATIONS

The Member shall:

1. handle Pogo vehicles gently and with care, and in particular observe the stipulations of the manufacturer's manual, and adhere to applicable maximum and minimum speeds, as local speed limits and weather conditions permit.
2. at the Member's sole expense, immediately inform the Service Centre of any instances of major soiling, collision, or damage to the vehicle resulting from force or accident, followed by reporting to police if required.
3. at the request of Pogo or its insurer, the Member must transmit to Pogo a copy of any citation report or other documents related to the accident and in the Member's possession.
4. secure the vehicle against theft (windows must be closed and central locking system enabled).
5. ensure that the vehicle is used only in a condition in which it is roadworthy and reliable.
6. drive in a manner that promotes vehicle fuel economy.
7. comply with all laws applicable to operation of the vehicle.
8. park the vehicle in accordance with the Parking Rules.
9. immediately notify Pogo by phone, through the Pogo's Website, or as otherwise instructed by Pogo if the Membership Card, other access method, fuel card, or parking card is lost or stolen so that Pogo may deactivate the access method or card and notify Member of any such membership deactivation by phone, text, email, or other communication method. Member shall pay any fees or expenses plus applicable taxes: (i) to replace the membership card or other access method, fuel or parking card; and (ii) for any damages resulting from the loss or theft of the foregoing items.
10. notify Pogo of any tickets and/or warnings for traffic or driving offences received while operating a vehicle or during a Trip Period, including parking tickets.
11. keep any passwords, PINs, or other similar types of access codes in strict confidence and not make passwords, PINs, or other similar types of access codes available to third parties, including noting passwords, PINs, or other similar types of access codes on or near the membership card or other access devices. At no time should a password, PIN, or other similar type of access code be recorded in written or electronic form. Member must pay for any associated costs and/or damages arising from unauthorized use by third parties. If a Member has reason to believe a third party may have obtained unauthorized knowledge of a password, PIN, or other similar access code, the Member must change the compromised password, PIN, or other similar access code.
12. unless prohibited by applicable law, permit Pogo to record telephone conversations in connection with membership, in order to investigate legal issues and/or to improve the quality of its vehicles and services.
13. provide and maintain current email, mobile phone, home address, mailing address, and other account information.
14. at Pogo's request, provide the precise location of any Pogo Vehicle being used by the Member.
15. at Pogo's request, allow the inspection of any Pogo Vehicle by a third party.

PROHIBITED CONDUCT

The Member shall not:

1. use the vehicle while under the influence of alcohol, drugs, or medication that could adversely impact his/her ability to drive; drinking alcohol and driving is strictly prohibited (for alcohol and drugs, whether legally prohibited, prescribed or otherwise, a zero-tolerance policy is adopted and a limit of 0.0% applies).
2. allow third parties to drive a vehicle (including individuals who are themselves Members, but who did not initiate the current trip).
3. give, lend, or provide a method of access to any third party who may then drive a vehicle.
4. use the fuel card to get gasoline for vehicles other than the vehicle to which the fuel card is assigned.
5. drive the vehicle off paved roadways or in motor sports events or races of any kind.
6. engage in any distracting activity prohibited by applicable laws, rules, or regulations and/or use any hand-held electronic device while operating the vehicle.
7. use the vehicle for vehicle tests, driving classes, or to transport individuals as part of a commercial business.
8. use the vehicle to transport flammable, poisonous, or otherwise dangerous goods for other than household use and in amounts greater than what is usually consumed in a household.
9. transport objects with the vehicle that could—due to their size, shape or weight—adversely impact the vehicle's handling safety or damage the interior of the vehicle.
10. use the vehicle in the commission of a crime.
11. smoke or use tobacco products in the vehicle, or allow passengers to smoke or use tobacco products in the vehicle.
12. with the exception of a guide animal accompanying a Member or passenger with a disability or a pet of a Member (which guide animal or pet must be stored in an airline-approved animal carrier), take animals into the vehicle.
13. excessively soil the vehicle or leave trash of any kind in the vehicle.
14. remove objects that are attached to the vehicle or form part of the vehicle's equipment.
15. drive with more passengers than there are passenger seat belts in the vehicle.
16. personally perform or authorize repairs or any conversions on or to the vehicle.
17. use the vehicle in an imprudent, negligent, or abusive manner, or in any other manner deemed inappropriate by Pogo Carshare, in its sole discretion.
18. use the vehicle to propel or tow any vehicle, trailer, or other object.
19. use the vehicle to carry persons or property for hire.