

## Business Driver Agreement and Terms and Conditions

1. Definitions: In this Agreement,

**'Modo'** means Modo Co-operative;

**'Business Driver'** means a driver authorized by a Modo Business Account owner to register as a user under that account, with all related charges, fees, expenses, liens and fines invoiced to that Business Account

**'Fines and Fees'** means the most recent Fines and Fees for Business Accounts posted on Modo's website including any amendments to it

**'Vehicle'** means a vehicle owned/leased by Modo and includes any equipment in the vehicle

2. I, **name**, have read and understood the Handbook and apply to join Modo as a Business Driver.
3. I understand that acceptance of my application is subject to proving my eligibility (including making available to Modo details of my driver's licence, driving record, insurance and claims history) and completion of this Agreement.
4. I have read and understood the Carsharing Handbook (the "Handbook", copy available online or upon request).
5. I agree to observe and be bound by all the Terms and Conditions of this Agreement, the Handbook and the Fines and Fees, including any amendments to the documents. They form part of this Agreement. I recognize and agree that Modo may amend this Agreement, the Handbook or the Fines and Fees from time to time.
6. If my application is accepted Modo will, subject to all the Terms and Conditions in the Carsharing Handbook and this Agreement:
  - Provide me with access to Vehicles owned, leased or rented by it, and
  - Pay for Vehicle related expenses such as insurance, gas, tires, maintenance and repairs.
7. I understand that Modo will ensure that Vehicles are insured under a comprehensive insurance policy, the details of which are available from Modo. I agree that Modo will only be liable to me for any damages arising out of my use of a Vehicle if Modo's gross negligence has caused the damages. I waive any right to sue or make claims against Modo and its directors, officers, employees or members for damages arising from the fitness or condition of a Vehicle, except in cases of gross negligence. I also waive any right to sue or make claims against Modo and its directors, officers, affiliates, employees or members for a Vehicle not being available at the time it was booked.
8. If I become aware that I no longer satisfy Modo's eligibility requirements, it is my responsibility to advise Modo immediately. Failure to do so may result in the termination of this Agreement without notice.
9. If any single part of this Agreement is found to be legally ineffective it shall not affect the validity of the rest.