GENERAL TERMS OF USE

OF THE SERVICES

LEO AUTOPARTAGE

Version 1.2 dated October 19, 2026

PART I - General Terms of Use for self-service vehicle rentals

PART II - General Terms of Use for monthly vehicle rentals

PART I - General Terms of Use for self-service vehicle rentals

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1. Purpose

9526-1731 Québec Inc., located at Suite 401, 279 Sherbrooke Street West, Montréal, Québec H2X 1Y2, email: bonjour@leoautopartage.com (hereinafter "Leo Autopartage"), operates the Leo Autopartage car-sharing service. Leo Autopartage rents its vehicles to registered customers within a defined Service Area, subject to availability.

These Terms of Use, together with all other applicable policies, including the Privacy Policy (www.leo-autopartage.com/fr/politique-de-confidentialite) and the Pricing Policy (www.leo-autopartage.com/tarifs), collectively referred to below as the "General Terms," govern the entire business relationship between Leo Autopartage and the Customer, from the Customer's registration and acceptance of the Service through use of the vehicles and termination of that contractual relationship.

The Customer accepts the General Terms by checking the box indicating acceptance and completing registration. Acceptance of the General Terms neither obliges Leo Autopartage to provide a vehicle nor entitles the Customer to demand access to a Leo Autopartage vehicle.

Leo Autopartage expressly reserves the right to amend the General Terms. Any amendment will be communicated to the Customer by email and posted on the Leo Autopartage website. Amendments will be deemed accepted unless the Customer objects by email within one month after notice of the amendment. Leo Autopartage will expressly state this consequence in the notice. The date the email is sent will determine whether an objection was made within the prescribed period.

The General Terms are entered into in French. If the French and English versions of the General Terms conflict, the French version shall prevail.

2. Definitions

"Access Tool" means the means by which the Customer accesses the Service, namely the Leo Autopartage App.

"Agent" means the person responsible for customer relations on behalf of Leo Autopartage or any other authorized representative designated by Leo Autopartage.

"Car Sharing" means rentals lasting no more than 30 days that are reserved and/or started through the Leo Autopartage App.

"Customer" means any individual, entity or partnership (the latter two also referred to as "Business Customers") duly registered with Leo Autopartage and having accepted the General Terms.

"Driver's Licence" means a valid licence issued by a government authority authorizing the Customer to drive a motor vehicle in the jurisdiction where the Service is used. The licence must be clearly legible and unexpired and, if it is not in French or English, accompanied by an official translation or an international driving permit. Leo Autopartage reserves the right, at its sole discretion, to verify the licence's authenticity and request additional documents.

"Service Area" means the area or station within a city served by Leo Autopartage in which a Leo Autopartage vehicle may be rented and returned. A Service Area may comprise several sub-areas. Returning a Leo Autopartage vehicle outside the Service Area may result in fees under the Pricing Policy. The current Service Area can be viewed in the Leo Autopartage App.

"Leo Autopartage App" means the iOS or Android mobile application used, among other things, to access reservations and rentals of Leo Autopartage vehicles where technically possible at the location concerned. For further information about the technical availability and features of the Leo Autopartage App at each location, consult the Leo Autopartage website.

"Rental" means the rental of a Leo Autopartage vehicle for a given period under section 6 of these Terms of Use.

"Service" means the self-service vehicle rental service offered by Leo Autopartage through the Leo Autopartage App.

3. Customer Registration for the Service

3.1 Registration through the App

To use the Service, the Customer must register through the Leo Autopartage App.

3.2 Personal information and privacy

Registration requires the Customer to provide personal information. Consult our Privacy Policy for more information about the information collected and how it is used.

3.3 Acceptance of the General Terms

To complete registration, the Customer must check the box accepting the General Terms. By checking that box and submitting the registration, the Customer is deemed to have accepted the General Terms.

3.4 Right to refuse registration

Leo Autopartage reserves the right to refuse a Customer's registration if the registration requirements are not met or if there is reason to believe that the Customer may fail to comply with the General Terms.

A Customer may not create multiple Leo Autopartage accounts. Creating a second account, including to circumvent a payment default or suspension, will result in an immediate $500 penalty and permanent cancellation of access to the Service for all associated accounts.

3.5 Duty to keep information up to date

The Customer must ensure that the personal information in their Leo Autopartage account remains up to date. This includes, in particular, their address, email address, personal mobile number, driver's licence details and banking and/or credit card information. If the information is clearly outdated (for example, an undeliverable email address or invalid telephone number), Leo Autopartage reserves the right to temporarily block the Customer's account.

Leo Autopartage disclaims liability for harm resulting from inaccurate or outdated information.

4. Driving Eligibility and Driver's Licence Validation

4.1 Eligibility to drive

The right to take possession of and drive a Leo Autopartage vehicle is reserved for persons who:

- are at least 21 years old and hold a valid driver's licence authorizing them to drive a passenger vehicle in Canada. The licence must be in force (that is, not suspended, expired, cancelled, invalid or withdrawn) and must have been held for at least two years;
- maintain a valid driver's licence throughout the Rental and comply with any terms and requirements stated on it; and
- have an active Leo Autopartage account.

4.2 Accepted licences and validity of foreign licences

Leo Autopartage accepts valid driver's licences issued in Canada, the United States, the European Union (EU), Norway, the United Kingdom, New Zealand and Australia. Licences issued in other countries may be accepted at Leo Autopartage's sole discretion.

Validity of foreign licences and new residents:

- Six-month period: Under the regulations in force in Québec, holders of a valid foreign licence (in French or English) may drive for a maximum of six (6) months after establishing residence in the province.
- Conversion requirement: At the end of that six-month period, the Customer must obtain a valid Québec driver's licence to continue using Leo Autopartage's services.
- Mandatory update: As soon as the Customer obtains a Québec licence, the Customer must update their file through the Leo Autopartage App by uploading photographs of the new licence. Failure to do so may result in immediate suspension of the account and cancellation of insurance protection.

4.3 Customer account validation process

Individual customers must submit proof of identity and their driver's licence through the online validation process indicated in the Leo Autopartage App. Leo Autopartage begins account validation once all documents have been submitted.

Leo Autopartage reserves the right to request additional information or documents at any time to verify the Customer's identity or validate the account. This may include, without limitation, proof of address, a copy of the driver's licence or any other supporting document deemed necessary by Leo Autopartage. A prepayment of up to $250 may be required at any time. This amount will then be credited to the Customer's account.

If the Customer is an individual, they may withdraw their declaration of intent to proceed with registration (see the information on the right of withdrawal in section 15 below). The Customer must provide their own documents.

4.4 Suspension or invalidation of the licence

If the driver's licence is suspended, cancelled, withdrawn, invalidated or lost, the right to drive a Leo Autopartage vehicle is immediately suspended. The Customer must inform Leo Autopartage without undue delay of any suspension or restriction of their driving privileges, any driving prohibition or any temporary seizure of their driver's licence.

Consequences and penalties: Driving a Leo Autopartage vehicle with a suspended, cancelled, revoked, invalid or lost licence constitutes a serious breach of these Terms and results in the penalties set out in the Schedule being charged.

4.5 Use by third parties

The Customer may authorize another person to drive a Leo Autopartage vehicle reserved by the Customer only if that person is also a registered Leo Autopartage Customer, their licence has been successfully validated, and the Customer who reserved the vehicle is a passenger in it. The fees stated in the Pricing Policy and/or displayed in the Leo Autopartage App apply. As between Leo Autopartage and the Customer who reserved the vehicle, that Customer is responsible for any fault by the other driver in using the vehicle, including any damage to it.

In all other circumstances, a Customer is strictly prohibited from allowing another person to drive a Leo Autopartage vehicle. In particular, the Customer must not disclose their login credentials (Leo Autopartage username and password) to another person. In the event of a culpable breach, the Customer must pay a contractual penalty for a serious breach of these General Terms in the amount set out in the

Schedule. Leo Autopartage reserves the right to claim additional damages. In that case, the contractual penalty will be deducted from the damages.

5. Device and App Compatibility

To use the Leo Autopartage App as an Access Tool for the Service, the Customer must have a mobile phone compatible with the App's technical requirements. Each time the App is downloaded, the system automatically checks whether the phone meets those requirements; Leo Autopartage does not, however, guarantee compatibility.

The Customer must have a mobile data connection and a Bluetooth connection at their own expense. They must also authorize location access to use the Leo Autopartage App.

5.1 Prohibited interference

Manipulating the Leo Autopartage App using information technology is prohibited. Any violation will result in the Customer's immediate exclusion from the Leo Autopartage Service, and the Customer must bear any costs arising from damage caused, where applicable.

5.2 Loss or theft of device

If the mobile phone on which the Leo Autopartage App is installed is lost or destroyed, the Customer must notify Leo Autopartage customer service so that the Customer's password can be reset to prevent fraudulent use.

5.3 Password security

During registration, the Customer creates a password giving access to confidential information and functions in the Leo Autopartage App portal (for example, viewing invoices or viewing/changing personal or business information).

The Customer must keep the password strictly confidential and protect it from access by others. In particular, the Customer must not write down the password and keep it near their mobile phone, or copy it into an unsecured application on the device. The password must be changed immediately if there is reasonable doubt that it may have been disclosed to another person.

5.4 Notifications

Leo Autopartage will send appropriate notices through the Leo Autopartage App, by text message (SMS) to the mobile number provided by the Customer at registration and/or to the email address provided at that time.

Some notices and text messages may include emergency messages, safety alerts or critical information concerning use of the vehicle or the Customer's safety.

If the Customer disables notifications or text messages on their device, the Customer remains solely responsible for checking important information through the other communication channels available, such as email, the FAQ or the Leo Autopartage App itself.

6. Rental of a Leo Autopartage Vehicle

6.1 Eligibility to reserve

Only registered and validated Leo Autopartage Customers may rent vehicles. Reservations may be made only for vehicles available in Leo Autopartage's defined operating area when the Customer initiates the Rental.

All reservations must be made through the Leo Autopartage App, the sole platform for reserving and unlocking vehicles.

6.2 On-demand reservations (instant trips)

Customers may reserve an available Leo Autopartage vehicle on demand through the Leo Autopartage App.

The maximum period for which a reservation may be held is 30 days and may vary with availability or other operational factors.

Reservations are free during the reservation processing period, unless otherwise stated in the Pricing Policy.

If the Customer does not start the trip within the specified time, the reservation expires automatically and the vehicle becomes available to other users.

Leo Autopartage may refuse a Customer's Rental request at its sole discretion.

6.3 Start of the Rental

An Individual Rental Agreement is entered into when the Customer unlocks the vehicle through the Leo Autopartage App.

By unlocking the vehicle, the Customer accepts the applicable rental charges and terms of use in force at that time.

Before driving, the Customer must:

- inspect the vehicle for visible damage, technical defects or excessive dirt;
- immediately report any problem through the App, by telephone or by email;
- in the event of serious damage or a safety issue, telephone Leo Autopartage before starting the trip; and
- ensure that the vehicle is in good working order, that the tires are suitable, and that the fuel level or battery charge is sufficient for the intended use.

Reports must be made before the vehicle is driven. Failure to report damage before use may result in the Customer being held responsible. Leo Autopartage reserves the right to prohibit use of a vehicle if its safety appears compromised.

6.4 End of the Rental

The Rental ends when the Customer ends it through the Leo Autopartage App, locks the vehicle and leaves it in a valid parking space within the defined Service Area.

The Customer must return the vehicle in the same condition in which it was received, inside and out, except for normal wear and tear. Excessive dirt, damage or missing items may result in additional charges under the Fee Policy.

Leo Autopartage may also unilaterally end the Rental and recover the vehicle if the Customer breaches the General Terms or operational reasons so require.

The maximum duration of a Rental is 30 consecutive days. Leo Autopartage reserves the right to end any Rental exceeding this limit.

6.5 Vehicle access and GPS accuracy

Minor discrepancies between the vehicle's displayed position and actual location may arise from GPS signal limitations. Leo Autopartage is not responsible for delays caused by such inaccuracies.

6.6 Vehicle substitution

Leo Autopartage may, at its discretion and in coordination with the Customer:

- require the vehicle to be returned during an active Rental (for example, for maintenance or safety reasons); or
- provide a comparable replacement vehicle, subject to availability.

6.7 No right of withdrawal

Once the Rental has started by unlocking the vehicle, the Customer can no longer withdraw. The Rental is binding for the duration of the trip.

6.8 Preventive vehicle repositioning by Customers

Leo Autopartage allows Customers to help keep the fleet compliant by moving vehicles at risk of a ticket or towing in exchange for driving credits.

6.8.1 Permitted circumstances

A vehicle may be moved only when there is an imminent risk of a ticket, towing or obstruction, including:

- snow removal or snow loading signs (winter season);
- temporary or active parking restrictions (for example, roadwork or events);
- illegal or obstructive parking (for example, near a fire hydrant, private driveway or loading zone).

6.8.2 Mandatory validation process

To qualify for credits, the Customer must document the action by email with:

- BEFORE photograph: It must clearly show the Leo vehicle's licence plate and the parking restriction (a sign or obvious cause).
- AFTER photograph: It must show the licence plate and evidence that the new location is legal, safe and within the Leo Service Area.

6.8.3 Repositioning trip limits

To qualify for reimbursement, the repositioning trip must stay within the following limits:

- Distance: less than 5 km
- Duration: less than 15 minutes

Any time or distance beyond these limits will be charged to the Customer at the rates in effect for a standard Rental.

6.8.4 Rewards and credits

Once Leo Autopartage validates the action, the Customer receives:

- During the summer period (April 1–November 30): a $5 driving credit and reimbursement (as a credit) of the repositioning trip charge, subject to the limits in section 6.8.3.
- During the winter period (December 1–March 31): a $10 driving credit and reimbursement (as a credit) of the repositioning trip charge, subject to the limits in section 6.8.3.

6.8.5 Limits and responsibilities

The active credit balance is capped at $1,000 per Customer at any time. In addition, the same Customer may not move a vehicle more than once in any 48-hour period.

Responsibility: The Customer who repositions a vehicle is responsible for its new parking location. Any ticket issued because the repositioning was improper is payable by the Customer who moved it.

7. Rates, Payment Default and Credit Balances

7.1 General pricing principles and Pricing Policy

All current rates and fees applicable to use of Leo Autopartage vehicles are displayed in the Leo Autopartage mobile App and on the official website at www.leo-autopartage.com/tarifs.

Leo Autopartage offers various mobility plans, including:

- driving rates (per minute, hour or day);
- monthly mobility plans without a commitment; and
- annual mobility plans with a commitment.

This section is without prejudice to section 15.2 concerning the absence of refunds where access is suspended or the agreement terminated for breach of these General Terms.

The rates advertised in the Leo Autopartage App are final and exclude applicable federal and provincial taxes.

Once the Rental has begun, the selected pricing model or rate cannot be changed.

Any additional plan or fee is governed by the Pricing Policy in force at the time of the Rental.

Promotional discounts, special offers and discount vouchers cannot be combined unless expressly stated otherwise.

7.2 Mobility plans

Depending on the plan selected and the terms in force at the time of the Rental, mobility plans may include benefits such as:

- included or complimentary driving time;
- monthly usage credits (which do not carry over from one month to the next);
- discounts on certain trips, durations, kilometres or fees; and

- preferential terms for access to the Service.

Credits, discounts and free minutes:

- are non-transferable, non-refundable and not redeemable for cash;
- are applied automatically under the billing rules in force;
- cannot be combined with the Transit Royale promotion; and
- do not apply to penalties, fines or administrative fees.

Mobility plans take effect when the subscription is confirmed in the Leo Autopartage mobile App and payment is validated, unless otherwise stated.

Monthly plans have no minimum term. The Customer may cancel before renewal for the next period, in accordance with the procedure specified in the Leo Autopartage mobile App. Cancellation takes effect at the end of the current monthly period. A month already begun or paid for remains payable in full and is not refundable, in whole or in part, unless a mandatory provision of law requires otherwise.

Annual plans constitute a firm commitment for the entire subscribed period. An annual subscription is non-refundable, in whole or in part, unless a mandatory provision of law requires otherwise or the applicable offer expressly states otherwise at the time of subscription. Cancellation takes effect at the end of the current annual period. A year already begun or paid for remains payable in full and is not refundable, in whole or in part, unless a mandatory provision of law requires otherwise.

Leo Autopartage reserves the right to modify, suspend or withdraw any rate or plan in accordance with these General Terms.

The exact features of mobility plans (contents, eligibility requirements, duration, benefits, limitations, exclusions and application rules) are defined exclusively in the Leo Autopartage mobile App and may vary by offer, period, Service Area or Customer profile.

Leo Autopartage reserves the right to modify, suspend or withdraw any mobility plan and adjust its terms. The applicable terms are those displayed in the Leo Autopartage App when the plan is subscribed to and/or the Rental begins.

Mobility plans:

- do not guarantee vehicle availability; and
- cannot be exchanged or transferred, unless expressly stated otherwise.

7.3 Billing and prepayment

Leo Autopartage may charge part or all of the trip cost at any time during the Rental and reserves the right to charge the remaining balance as soon as the Rental ends.

A prepayment or security deposit may be required before or during the Rental, including:

- when validating the account to verify the payment method;
- before a trip booked in advance, based on the estimated cost of the trip; or
- automatically for long trips (for example, trips lasting at least 24 hours).

For long trips (24 hours or more), Leo Autopartage will require a prepayment for each Rental day. This prepayment will be charged after the first 24 hours of the Rental and every 48 hours thereafter until the trip ends. Amounts collected in this way will be deducted from the final invoice issued at the end of the Rental.

If a vehicle is declared unfit for use, the Customer will not be charged a reservation fee for that trip.

Customers have three months from the invoice date to report a billing error. No correction will be made after that period.

Invoices include applicable federal and provincial taxes. Payment of an invoice therefore includes all applicable taxes.

Unless otherwise stated, any promotional credit or discount coupon is applied to the total invoice amount, including taxes.

7.4 Credit balances

Leo Autopartage may credit a Customer's account in Canadian dollars (one credit equals one Canadian dollar) through refunds, promotions or manual top-ups.

Credit balances are automatically applied to trip costs before the payment method on file is charged.

Credits are used in order of expiry, with the soonest-expiring funds used first.

Credits may be used only for standard driving charges. They cannot be applied to airport fees, zone-specific fees or penalties.

If a Customer closes their account and a credit balance remains solely as a result of refunds (for example, for fuel), a refund may be issued upon written request.

7.5 Payment methods

To rent, reserve and use a Leo Autopartage vehicle, the Customer must select a payment method (a personal credit card), either during registration or in the Leo Autopartage App, and enter the corresponding information.

By entering credit card information and accepting the card as a payment method, the Customer authorizes Leo Autopartage to charge it for all fees, fixed charges and contractual penalties payable under these General Terms.

Under the standard payment profile, the account holder and credit card holder must be the same person (the Customer).

The Customer must keep a valid credit card on file at all times.

Leo Autopartage does not accept prepaid credit cards or other temporary or reloadable payment methods.

The Customer is responsible for ensuring that sufficient funds are available when payment is due.

Leo Autopartage reserves the right to:

- require a credit card payment as a deposit to enter into a Rental with a Customer;
- refuse any payment method that does not meet its internal verification criteria; and
- if the default payment method fails, change it where several cards are registered in the account and attempt the charge again.

7.6 Late payments and account restrictions

7.6.1 Late-payment charges:

Interest and/or fees may be charged on unpaid or overdue balances and failed transactions in accordance with the Customer's invoice or the Schedule. A fee of ten dollars ($10) may be charged for each transaction declined by the Customer or the Customer's bank.

If, despite multiple attempts by Leo Autopartage to contact the Customer about unpaid invoices, an invoice remains unpaid 15 days after the Rental end date, Leo Autopartage reserves the right to transfer the unpaid invoices and the Customer's information to a collection agency. Referral to a specialized collection agency will result in a $40 administrative charge to the Customer and termination of the business relationship.

7.6.2 Restriction or suspension of the Customer's account:

Customers with failed payments or unpaid balances will have their access to vehicles restricted and may not make new reservations until payment is received.

Account access may also be temporarily suspended if the unpaid balance exceeds $1.

7.6.3 Return of the vehicle in the event of non-payment

If a prepayment or transaction fails and several attempts to contact the Customer by email or telephone are unsuccessful, Leo Autopartage reserves the right to end the Rental unilaterally. Leo Autopartage may then immobilize and recover the vehicle by any necessary means within 24 hours of the initial payment failure.

Handling of personal belongings:

- Storage: If the Customer's personal belongings are in the vehicle when it is recovered, Leo Autopartage will store them for up to six (6) months.
- Conditions of return: The belongings will be returned to the Customer only after full payment of all prepayments, unpaid invoices and associated recovery costs.
- Final disposition: After the six (6) months have elapsed, Leo Autopartage may, at its discretion, destroy any unclaimed item or donate it to a charity.

7.7 Reimbursement of fuel, windshield washer fluid or charging

During a Rental, the Customer is responsible for basic vehicle upkeep, including refuelling and replenishing windshield washer fluid as needed.

The Customer must return the vehicle with at least 50 km of remaining range (fuel or battery). If necessary, the Customer must refuel or charge the vehicle during the Rental to meet this requirement. A vehicle returned with less than 20 km of remaining range may incur an $80 fee (see the Pricing Policy/Schedule).

If the Customer refuels, buys windshield washer fluid or charges a vehicle in accordance with these Terms and the App's instructions, reimbursement may be granted. The reimbursement amount, eligibility rules and submission procedure (including a photograph of the final receipt) are described in the Leo Autopartage App and applicable instructions.

If the Customer chooses Leo driving credits instead of a refund to their card, Leo Autopartage may award a bonus credit. For trips under 90 minutes, a bonus credit may apply to fuel purchases of $30 or more (as described in the App). Reimbursement for windshield washer fluid is limited to two (2) containers per trip.

If the amount to be refunded exceeds the Customer's total trip charges, a bank transfer will be made only for amounts of at least $20; where refunds are not possible, amounts under $20 are issued solely as Leo driving credits.

8. Assignment

Leo Autopartage reserves the right to assign its receivables arising under these General Terms. In that event, it will transmit to the assignee the information necessary for the assignment, which the assignee may process or use for no other purpose. The Customer will be informed of the assignment. The Customer may then make payments to the assignee in full discharge of the debt; Leo Autopartage remains responsible for the Customer's general requests, complaints and similar matters.

The Customer authorizes Leo Autopartage or, where applicable, the assignee of collection rights, to charge any sum due under these Terms to the Customer's payment method on file.

9. General Customer Obligations and Prohibitions

9.1 Duty to contact Leo Autopartage

If the Customer needs to contact Leo Autopartage during or after a Rental, they must use the communication methods provided in the Leo Autopartage mobile App or email bonjour@leoautopartage.com. Telephone assistance may be available through the App for urgent situations.

9.2 Obligations during use

The Customer agrees to:

- use the vehicle carefully and in accordance with the manufacturer's instructions;
- visually inspect it before driving and report any damage or anomaly through the App or by email;
- take photographs of the vehicle at the end of the trip as requested by the App;
- keep the vehicle secure at all times by locking it and closing all windows and doors;
- check and, if necessary, replenish fluids and tire pressure on long trips;
- stop driving immediately if a dashboard warning light illuminates and contact Leo Autopartage;
- for electric vehicles, ensure that the charge is sufficient to return the vehicle to the prescribed area or a charging station; and
- park legally in authorized public parking spaces.

Failure to comply with these rules may result in additional charges of up to $750. In cases of negligence, misuse or a material breach of these Terms, the Customer may be held responsible for all associated damage and costs (including recovery/towing and administrative costs), which may exceed $750. These charges may be cumulative.

9.3 Upkeep and reimbursement

The Customer is responsible for basic vehicle upkeep, especially on extended or long-distance trips. This includes:

- checking and replenishing windshield washer fluid, engine oil and tire pressure;

- keeping the vehicle reasonably clean during use; and
- performing minor upkeep such as replacing wiper blades or light bulbs.

For minor repairs during a trip:

- the Customer may make or arrange repairs costing less than CAD $40 and request reimbursement with a valid receipt;
- repairs or maintenance costing more than CAD $40 (excluding fuel) require Leo Autopartage's prior approval; and
- any eligible and approved expense will be credited when the trip is billed, provided receipts (invoices) are supplied. No credit will be granted without supporting documentation.

If the amount to be reimbursed is less than the total charges for the Customer's trips, reimbursement may be made directly to the Customer's bank card. If it exceeds the total trip charges, reimbursement may be made only by bank transfer.

Flat tire

In the event of a flat tire, the Customer is responsible for returning the vehicle to its original location or another location designated by Leo Autopartage. If the Customer chooses to have the tire repaired, all reasonable costs will be reimbursed in full upon presentation of a valid receipt and proof of repair.

If the Customer abandons the vehicle or fails to return it to a location agreed with Leo Autopartage, a vehicle abandonment fee may be charged (see Schedule – Fixed Fees).

If the Customer needs roadside assistance to install a spare wheel or the vehicle must be towed, Leo Autopartage's prior approval is required. If approved, up to 100% of eligible costs may be reimbursed to the Customer.

9.4 Prohibited uses

The Customer must not:

- drive under the influence of alcohol, drugs or medication that impairs driving ability;
- violate traffic laws, including by disregarding speed limits or signs or driving dangerously, recklessly or negligently;
- smoke or vape in the vehicle;
- transport animals outside a carrier;
- leave the vehicle dirty or with persistent odours;
- carry more passengers than legally permitted;
- deactivate the airbags (except to install a child seat), and must reactivate them afterward;
- use the vehicle for:
  - racing, stunts or sports driving practice;
  - commercial purposes without express authorization, including, without limitation, passenger transportation (for example, Uber/Lyft) or food delivery;
  - transporting hazardous substances or oversized materials;
  - any criminal activity;
  - make unauthorized repairs or modifications;
  - leave children unrestrained or without an appropriate child seat;
  - take the vehicle outside Canada; or
  - abandon it or leave it in an unauthorized location, including, without limitation, underground parking or private or commercial property.

9.5 Liability for damage regardless of insurance or protection plan

Regardless of any protection plan or deductible selected by the Customer, the Customer remains responsible for damage not covered by Leo Autopartage's insurance policy or the manufacturer's warranty, including where:

- the vehicle is used for a prohibited purpose described in these Terms;
- the Customer fails to meet their obligations, including reporting or documentation requirements after an incident;

- the vehicle is used negligently or improperly, including:
  - overloading the engine;
  - using the wrong type of fuel (for example, diesel instead of gasoline);
  - ignoring dashboard alerts;
- the Customer fails to lock the vehicle or remove the keys after use;
- the Customer forgets to switch off the engine or headlights before ending the trip; or
- the Customer fails to report damage, theft, vandalism or a collision within 24 hours.

Any negligence, misuse or failure to meet the above obligations may result in the Customer being fully financially responsible for repair or recovery costs or associated losses.

9.6 Reporting vehicle defects

The Customer must immediately report any abnormal vehicle operation, including:

- fluid leaks or low oil or coolant levels;
- unusual noises or abnormal steering or braking; and
- battery problems or dashboard warning messages.

Failure to report these problems may result in the Customer being held responsible for resulting damage.

9.7 Driving and environmentally responsible behaviour

Customers must drive safely, courteously and with consideration for the environment. Energy-efficient driving modes and efficient driving practices are encouraged where available. The Customer must not violate traffic laws, including by disregarding speed limits or signs or driving dangerously, recklessly or negligently.

9.8 Driving Data and Safety

Leo Autopartage vehicles may be equipped with devices capable of measuring data about their use and condition. Depending on the vehicle's equipment, the data may include speed, sudden acceleration and braking, vehicle movements, and the date, time and location of an event.

Driving and vehicle condition data are not systematically transmitted to or retained by Leo Autopartage. The device may take the measurements needed to detect an event. When it detects signs of a situation that could pose a risk to the vehicle, its occupants or others, the data relevant to that event are transmitted to Leo Autopartage and retained for analysis.

Leo Autopartage may use the data to identify a potentially dangerous situation, examine an incident or verify compliance with these Terms. A single instance of acceleration, sudden braking or another isolated event does not necessarily constitute dangerous driving. Before concluding that the Customer has breached these Terms, Leo Autopartage takes into account the context, seriousness and repetition of events, to the extent that information is available.

Where there are indications of dangerous driving, Leo Autopartage may contact the Customer for an explanation and issue a warning. If the situation presents a serious or immediate safety risk, or if warnings have failed to bring the situation to an end, Leo Autopartage may temporarily suspend access to the Service while it reviews the matter. A longer suspension or termination of the account is decided under the provisions of these Terms concerning breaches and termination. The Customer is informed of the reason for the measure and may provide observations to Leo Autopartage.

The processing of personal information associated with these data is described in the Privacy Policy.

10. End of the Rental

10.1 Conditions for ending a Rental

To properly end a Rental and close the Individual Rental Agreement, the Customer must:

- park the vehicle in the Leo Service Area in accordance with the rules specific to that area set out in section 10.6;
- check the signs at the location, including temporary prohibitions, and ensure that parking is permitted under applicable regulations and these Terms;

- not leave the vehicle in a time-limited space, a lane or space reserved for another use, an unauthorized private parking area, or anywhere it obstructs traffic or access; and
- complete the end-of-trip report with the photographs requested in the App.

The Customer is responsible for ensuring that the vehicle is parked so the next user can use it and leave the space without obstruction or assistance.

- Winter obstacles: The Customer is strictly prohibited from leaving the vehicle in a snowbank or forcing it through accumulated snow to park.
- Immobilized vehicle: If the vehicle becomes grounded on snow (loses traction because snow has accumulated beneath the chassis) or stuck as a result of the Customer's manoeuvre, all towing, snow-clearing and roadside-assistance costs will be charged to the Customer in full.
- Exit check: Before ending the trip, the Customer must ensure the vehicle has sufficient clearance to leave the parking space normally.

10.2 Responsibility for parking tickets

The Customer is responsible for tickets and charges arising from a violation committed during the Rental or from choosing a non-compliant parking space at the end of the trip, even if the ticket is issued or received later. Applicable processing fees appear in the Schedule – Fixed Fees.

For regular street maintenance, the Customer remains responsible until 11:59 p.m. on the day after the trip ends. After 11:59 p.m. on that following day, the Customer is no longer responsible for a possible ticket related to regular street maintenance.

10.3 Vehicle return requirements

Before ending the Rental, the Customer must:

- ensure that the vehicle has at least 50 km of remaining range;
- apply the parking brake;
- close and lock all windows and doors;
- switch off all accessories and ensure the headlights are set to automatic mode;
- reactivate the passenger airbag if it was deactivated; and
- remove all personal belongings and leave no rubbish or objects in the vehicle.

10.4 Valid Rental end process

The Customer must end the Rental through the Leo Autopartage mobile App.

The Rental is considered ended only when the central locking system confirms its end.

If the Rental cannot be ended for technical or signal-related reasons (for example, no network connection), the Customer must:

- try to move the vehicle to an area with network coverage;
- contact Leo Autopartage and wait up to 30 minutes for instructions; and
- stay with the vehicle until a solution is provided.

Failure to meet these conditions may cause the Rental to continue and additional charges to accrue. If the Rental could not be ended through no fault of the Customer (for example, a system error or force majeure), Leo Autopartage may reimburse the Customer after verification.

10.5 Towing and inaccessible returns

In the event of an accident rendering the vehicle unusable, the Rental is deemed to end once the vehicle is handed over to a towing service authorized by Leo Autopartage.

If the vehicle is abandoned or returned to an unauthorized location, Leo Autopartage reserves the right to:

• charge a vehicle recovery fee; and

• charge the Customer the cost of any third-party intervention (for example, towing, a taxi or roadside assistance).

10.6 Parking areas and rules at the end of a Rental

A Rental may be ended only in an authorized space, under traffic laws and the parking rules below:

Blue zone: The Customer may end the Rental in a space reserved for residents, except in sectors 103, 131, 143, 333 and 363. Ending a trip in a paid parking space (parking meter) is prohibited.

Pink zone: In the Ville-Marie sector marked in pink in the App, the Customer may end the Rental at an authorized parking meter. The Customer must enter the space number in the App and wait for the trip end to be accepted. If the number is rejected, another space must be selected. Parking fees shown in the App are added to the trip price.

Grey drop-off points: The Customer may end the Rental at a car-sharing drop-off point marked with a grey P in the App. Vehicles in these spaces need not be moved for regular street maintenance. Snow-removal prohibitions and other applicable restrictions remain in force.

Rules common to all areas:
• In blue and pink zones, parking must remain permitted until 11:59 p.m. on the day after the trip ends with respect to regular street maintenance.
• The Customer may not end a Rental in a space for which a snow-removal prohibition has been announced, even if it begins later.
• The Customer may not end a Rental in a space subject to a temporary prohibition (other than regular street maintenance), such as delivery spaces, time-limited parking, taxi stands or bus lanes.
• The Customer must also comply with any prohibition announced by temporary signs (orange signs), including those related to roadwork and events.
• A vehicle may not be left in a space reserved for persons with disabilities, in front of an entrance or anywhere parking is prohibited.

The map in the Leo Autopartage App and ParkUsher's guidance help the Customer choose a space but do not replace the signs at the location. The Customer must check signs and temporary restrictions before ending a trip.

The Leo Parking Guide, available on the Leo Autopartage website, illustrates these rules. If in doubt, or if digital guidance differs from the signs at the location, the Customer must choose another authorized space or contact Leo Autopartage before ending the Rental.

11. Management of Accidents, Damage, Defects and Repairs; Traffic Violations; Suspected Fraud

11.1 Vehicle inspection at the start of a Rental

Before using the vehicle, the Customer must perform a mandatory inspection of its interior and exterior, following the steps in the Leo Autopartage App.

The Customer must report any visible damage, dirt or abnormality not documented in the App. This includes uploading clear, time-stamped photographs taken from appropriate angles.

If the Customer fails to report damage, whether pre-existing or new, or if the photographs are incomplete, poor quality or unusable, the Customer may be held financially responsible for damage found at the end of the Rental.

The Customer cannot rely on a missing, incomplete or defective inspection at the start of the trip to avoid liability or a penalty.

11.2 Vehicle inspection at the end of a Rental

At the end of the trip, the Customer must again follow the App's instructions to photograph the vehicle, ensuring that:

• the entire vehicle is visible;

• the parking location can be identified; and

• no new damage is apparent.

This final inspection is mandatory. If it is not completed or the photographs are unusable, the Customer may be held responsible for a penalty or for damage found after the trip, including damage reported by another user or the Leo Autopartage team.

If the App's inspection tool is not working, the Customer must immediately email the photographs to bonjour@leoautopartage.com.

11.3 Damage or mechanical problems during the Rental

The Customer must report any accident, theft, breakdown or vehicle defect within one hour of the event by calling Leo Autopartage customer service. This includes:

- dashboard warning lights;
- mechanical breakdowns;
- damage caused by potholes or foreign objects;
- vandalism, scratches or cracks; and
- loss or theft of vehicle components.

The Customer must not continue driving if safety is compromised.

11.4 Collisions and emergencies

In the event of a collision or serious incident, the Customer must:

- contact Leo Autopartage immediately;
- call the police in the event of injury or significant damage (in Québec, a police report is required for damage exceeding $2,000 or in the event of a hit-and-run);
- collect all relevant information about the accident:
  - date, time, location and circumstances;
  - names, addresses and contact details of everyone involved;
  - licence plate numbers, makes, models and model years of the vehicles;
  - policy numbers and insurers;
  - names and contact details of witnesses;
  - photographs and descriptions of damage; and
  - a joint accident report or police report number, as applicable.

The Customer must not admit liability or make a statement of fault at the scene. Any such statement is personal and does not bind Leo Autopartage or its insurer.

The Customer may leave the scene only after:

- the police report has been completed or refused;
- Leo Autopartage has been informed and instructions received; and
- the vehicle has been towed or parked as directed by Leo Autopartage.

11.5 Submission of accident reports

After an accident or incident, the Customer will receive a damage report form, which must be returned within two business days by email or another accepted method.

Failure to submit a properly completed report may result in loss of insurance coverage, and Leo Autopartage may charge the Customer for all damage, injuries or third-party claims.

11.6 Liability for damage and repairs

- Leo Autopartage alone is authorized to choose the repair facility if the vehicle is damaged.
- Any insurance proceeds received by the Customer for damage to a Leo Autopartage vehicle must be remitted to Leo Autopartage immediately upon request.
- If the vehicle is jump-started by the Customer or another person, the Customer must inform Leo Autopartage when returning it. The Customer is responsible for damage caused by improper handling.

11.7 Fines, traffic violations and parking tickets

The Customer is responsible for violations committed during the Rental. Sections 10.2 and 10.6 govern tickets and fees relating to parking at the end of the trip.

Administrative processing fees apply when Leo Autopartage must handle a ticket (an unpaid parking ticket, a photo-radar fine, etc.). See Schedule – Fixed Fees.

In Canada, a Customer cannot legally contest a ticket issued to the vehicle owner rather than to the Customer. This generally concerns parking violations. Leo Autopartage also does not contest such tickets. This restriction does not apply if the ticket names the Customer; in that case, the driver to whom the ticket was issued may enter a plea.

11.8 Damage Detection and Review

Leo Autopartage vehicles may be equipped with devices capable of measuring data about their use and condition. Depending on the vehicle's equipment, these data may include the time and location of an event, the vehicle's speed and motion measurements that may indicate an impact or collision.

These data are not systematically transmitted to or retained by Leo Autopartage. The device may take the measurements needed to detect an event. When it detects signs of an impact, the data relevant to that event are transmitted to Leo Autopartage and retained to check the vehicle's condition, arrange an intervention and examine a damage claim. An alert alone does not prove that damage occurred or that the Customer is responsible for it.

When damage is identified, Leo Autopartage reviews the available evidence, including reports and photographs taken before and after the Rental, vehicle data, statements by the persons concerned and, where applicable, findings by its team or a repairer.

The Customer remains required to inspect the vehicle and report damage and incidents in accordance with sections 11.1 to 11.5.

The processing of personal information associated with these data is described in the Privacy Policy.

12. Damage to Third Parties, Damage to the Vehicle and Theft: Insurance Coverage and Contractual Limitation of Liability

12.1 Mandatory third-party liability insurance

The Leo Autopartage vehicle carries mandatory third-party liability insurance covering the liability of the driver or passengers for property damage or bodily injury caused to third parties. The insurance also covers bodily injury suffered by passengers transported under appropriate safety conditions in the Leo Autopartage vehicle.

12.2 Insurance coverage

When a Leo Autopartage vehicle is used, the Customer benefits from, among others, the following coverage under the insurance policy:

a) Third-party liability: anyone authorized to drive a vehicle in accordance with the Rules is covered by third-party liability insurance, subject to all its terms, conditions and exclusions (coverage of $2 million).

b) Collision: anyone authorized to drive a vehicle in accordance with the Rules is covered by collision insurance, with a deductible payable by the Customer ($750, $350 or $0, depending on the option selected).

To the extent permitted by applicable law, in the event of damage to third parties, any intentional fault or negligence by the Customer, any contractual or legal breach (particularly concerning the operation of a motor vehicle), or any unauthorized driving will give rise to a claim against the Customer and/or unauthorized driver by Leo Autopartage and/or the insurer required to compensate the victim for all amounts paid to that victim.

If the Customer is held liable and no insurance coverage applies, the Customer must indemnify Leo Autopartage against any third-party claim.

12.3 Damage to the Leo Autopartage vehicle

Every trip in a Leo Autopartage vehicle is automatically covered by basic insurance. The cost is $1.99 per trip, with a $750 deductible per event for damage to the vehicle, its keys or its accessories.

Customers may reduce their deductible by purchasing one of the following annual insurance options:

(i) Leo Autopartage Premium insurance for $110 per year, reducing the deductible to $350 per incident;

(ii) Leo Autopartage Zero Deductible insurance for $150 per year, reducing the deductible to $0 per incident; or

(iii) the option to use coverage offered by their personal credit card for $36 per year, subject to validation and acceptance by Leo Autopartage.

- Leo Autopartage Protection: The deductible selected by the Customer ($750, $350 or $0) will be charged and immediately submitted for payment to the bank card on file.
- Credit Card Insurance (external): If the Customer declines Leo Autopartage protection in order to use collision/damage insurance provided by their own credit card, the full amount of the damage and related costs will be charged to the Customer without applying a deductible. The Customer alone is responsible for making the necessary claims to their financial institution to obtain reimbursement.

Deductible payment and responsibility: In accordance with prevailing practice in Québec, the applicable deductible becomes payable as soon as damage is identified, regardless of the Customer's responsibility for the accident. Even if the Customer is not responsible for the collision, the Customer remains required to pay Leo Autopartage the deductible.

The Customer's liability also includes indirect costs, including assessment costs, towing costs, loss of vehicle value, administrative fees and any increase in insurance premiums imposed on Leo Autopartage, as charged by third parties or reasonably determined.

The Customer will not, however, be held responsible for damage compensated to a third party or their insurer provided the Customer has breached no contractual or legal obligation and has not entrusted the vehicle to an unauthorized person. Liability is limited to the applicable deductible only if:

(i) the Customer used the vehicle in accordance with these General Terms; and

(ii) the Customer reported every incident or damage without undue delay, in accordance with section 11.

In cases of gross negligence, intentional fault, failure to report damage, mechanical misuse (for example, using the wrong fuel) or any other material breach of these Terms, the Customer's liability is not limited to the deductible, and Leo Autopartage may claim the full amount of the damage.

Where this feature is offered in the Leo Autopartage App, Customers may select a per-trip deductible reduction option when reserving. The price and reduced deductible will be stated when the option is selected. Payment for the option must be completed when the trip is billed; otherwise, the standard deductible applies. Any breach of these General Terms invalidates the deductible reduction, and the Customer remains liable for the full standard deductible.

If a breach by the Customer causes Leo Autopartage's insurer to deny coverage or make a claim against Leo Autopartage, Leo Autopartage reserves the right to recover the corresponding amounts from the Customer.

12.3.1 Terms of the $0 Deductible Option

When offered, this option allows the Customer to reduce their financial responsibility to $0 for damage covered by Leo Autopartage's collision insurance policy. Its price and validity period are stated in the App at the time of purchase. Eligibility for the deductible reduction depends on the Customer not having caused damage through their fault to a Leo Autopartage vehicle on previous trips.

12.3.2 Protection exclusions (loss of waiver)

Regardless of any purchase of the $0 Deductible Option, the Customer remains fully responsible for all repair costs, damage and related charges if any of the following occurs:

- Impaired driving: The vehicle was used while the driver was under the influence of alcohol, drugs or medication impairing their abilities.
- Speeding and dangerous driving: The accident resulted from speeding, reckless or negligent driving, or a serious traffic-law violation.
- Hit-and-run: The Customer leaves the scene of an accident without completing an accident report or waiting for police when required.
- Payment default: The Customer's account has an unpaid balance or a payment transaction has failed.
- Prohibited use: The vehicle was used for excluded purposes (racing, stunts or unauthorized commercial activities such as Uber or deliveries).
- Unauthorized driver: The vehicle was driven by someone other than the Customer who made the reservation.

- Failure to report: The Customer did not report the damage or accident by telephone within a maximum of four hours and submit a written report within two business days.
- Gross negligence: The damage resulted from flagrant negligence (wrong fuel, unlocked doors, windows left open, etc.).

12.3.3 Termination and Suspension of Options

Leo Autopartage reserves the right to withdraw or suspend access to deductible reduction options without notice or refund in the following cases:

- Repeated claims: The Customer has been involved in more than one at-fault accident or has regularly caused vehicle damage over a 12-month period.
- Termination for cause: If the account is terminated for breach of the General Terms (fraud, misrepresentation or dangerous driving), fees already paid for the deductible reduction option will not be refunded.

12.3.4 Fees and Damage Not Covered

The $0 Deductible Option never covers:

- Interior damage and cleanliness: Specialized cleaning charges, cigarette burns, tears or any other interior damage caused by misuse or lack of care.
- Administrative fees: Damage processing fees ($50).
- Misconduct penalties: Fees for smoking, transporting animals without a carrier or excessive dirt.
- Accessories: Loss of or damage to keys, charging cables or vehicle documents.

12.4 Theft and loss

In the event of theft or loss of a vehicle that does not result from the Customer's fault or failure to comply with the General Terms, the Customer's liability is limited to the deductible.

In the event of theft or loss of a vehicle that does result from the Customer's fault or failure to comply with the General Terms, the Customer is liable to Leo Autopartage for any damage, loss or cost it incurs in the event of theft or loss of:

- the Leo Autopartage vehicle, up to its value; and
- its keys and/or accessories, up to their value.

13. Liability of Leo Autopartage

Leo Autopartage is liable, in accordance with the law, for damage intentionally caused or caused by its gross fault or that of its legal representatives or agents.

To the fullest extent permitted by applicable law, Leo Autopartage's liability for ordinary negligence is limited to foreseeable loss typical of a contract of this kind and applies only to the breach of an essential contractual obligation. This section 13(2) also applies to Leo Autopartage's legal representatives and agents.

Limitations of liability do not apply to loss of life, bodily injury or harm to health, or where such a limitation is prohibited by applicable law.

14. Customer Liability, Contractual Penalties, Fixed Fees and Exclusion from Use

The Customer is liable to Leo Autopartage for any damage suffered by Leo Autopartage due to the Customer's fault. This includes, without limitation, breaches of section 9, theft, damage to or loss of the Leo Autopartage vehicle, its keys (if any) and/or accessories. If the Customer is responsible and no insurance coverage applies, the Customer must indemnify Leo Autopartage against any third-party claim.

In the event of an accident, whether or not caused by the Customer's fault, the Customer's liability extends, up to the agreed deductible, to incidental losses such as assessment costs, towing costs, loss of vehicle value, lost rental income, an increase in the policyholder's insurance premiums and additional administrative costs.

The Customer is responsible for the consequences of traffic or criminal offences committed with a Leo Autopartage vehicle. The Customer must bear all resulting costs and fully release Leo Autopartage from any third-party claims. For processing such offences (warnings, fees, fines, etc.), the Customer must pay Leo Autopartage a fixed amount per offence, as set out in the applicable Fee and Cost Policy.

If the Customer causes an accident through their fault outside the Service Area, they must bear the cost of returning the Leo Autopartage vehicle to the Service Area.

If a breach of section 10 requires Leo Autopartage to move the vehicle or a third party to tow it, the Customer must bear the cost of that service and additional fees under the current Fee and Cost Policy.

The Customer must pay a contractual penalty in the amount specified in the Fee and Cost Policy if they intentionally allow an unauthorized person to drive the Leo Autopartage vehicle (see section 4). This right is in addition to any claim for damages. In that case, the contractual penalty will be deducted from the damages claimed.

In the event of a material culpable breach of contract, including failure or delay in payment, Leo Autopartage may exclude the Customer from using Leo Autopartage vehicles temporarily or permanently with immediate effect. The Customer will be notified through the Leo Autopartage App or by other means.

15. Termination of the Business Relationship with Leo Autopartage

15.1 Term and ordinary or extraordinary termination

These General Terms are entered into for an indefinite term. However, either party may end the business relationship between the Customer and Leo Autopartage at its discretion by sending written notice of account termination to Leo Autopartage by email or letter. Account termination takes effect two weeks after Leo Autopartage receives the notice. If a minimum term has been agreed for a subscribed plan, these General Terms may be terminated in the ordinary course only on two (2) weeks' notice after the minimum term expires.

Both parties retain the right to terminate for cause. Leo Autopartage reserves the right to terminate the contract without notice, including in the following cases:

- the Customer, whether an individual or a private or public legal person, is in payment default;
- the Customer provided false information or omitted facts during registration or the contractual relationship, making it unreasonable for Leo Autopartage to continue providing services under these General Terms;
- despite a written warning, the Customer continues to seriously breach the General Terms or fails to promptly remedy the consequences of such breaches;
- the Customer regularly damages Leo Autopartage vehicles;
- the Customer drives under the influence of alcohol or drugs;
- the Customer drives dangerously; or
- the Customer has provided their Leo Autopartage login credentials (username and password) to another person in breach of section 4.

If Leo Autopartage terminates the Customer's account without notice, access to Leo Autopartage vehicles will be blocked immediately upon receipt of the termination notice.

If the Customer's account has been terminated for cause under the preceding paragraph, Leo Autopartage may, in particular, demand:

- the immediate return of any Leo Autopartage vehicle then being used by the Customer. If the Customer does not return the vehicle immediately, Leo Autopartage may repossess it at the Customer's expense;
- fixed compensation corresponding to the Rental charges until the vehicle is actually returned;
- other fixed compensation; and
- for damage to vehicles, payment of the actual loss suffered by Leo Autopartage.

15.2 No refund in the event of breach or suspension

If the account is suspended or terminated for a breach of these General Terms, including serious misconduct (alcohol, drugs, major speeding or a high claims rate), unauthorized commercial use, payment default or repeated failure to follow end-of-trip procedures (vehicle left empty, dirty or without a report), no subscription fees, Mobility Plan payments or credits (prepaid or promotional) will be refunded. Leo Autopartage will retain these sums as a contractual penalty and compensation for administrative costs and risks incurred.

16. Privacy Policy

Acceptance of these Terms of Use during registration constitutes acceptance of the Privacy Policy, available at www.leo-autopartage.com.

17. General Provisions

These General Terms are governed by Québec law.

The Customer may not assign any claim or right arising under these General Terms to a third party without Leo Autopartage's prior written consent.

There are no collateral oral agreements.

If any provision of these General Terms is or becomes void or invalid, the validity of the remaining provisions is unaffected.

18. Customer Service and Complaints

The Customer may use the contact information in section 1 above for any question, return request or complaint, by mail or email.

19. Dispute Resolution

Any disputed claim arising under these General Terms, any dispute concerning their performance, including termination, and any dispute concerning their interpretation must be submitted to an arbitral tribunal consisting of a single arbitrator appointed by Leo Autopartage, to the exclusion of the ordinary courts.

THE PARTIES agree that articles 620 and following of the Québec Code of Civil Procedure, CQLR c. C-25.01, as currently in force, govern any arbitration under this section.

20. Force Majeure

Leo Autopartage is not liable for any delay, failure or interruption of the Service arising directly or indirectly from force majeure, including natural disasters, pandemics, epidemics, war, terrorism, civil unrest, acts of governmental or regulatory authorities, embargoes, strikes or other labour disputes, telecommunications network failures, supply shortages or any other event beyond Leo Autopartage's reasonable control (each a "Force Majeure Event").

In the event of a Force Majeure Event, Leo Autopartage will use commercially reasonable efforts to mitigate its effects and resume performance of its obligations as soon as reasonably possible. Leo Autopartage will not, however, be required to compensate the Customer for any inconvenience, damage or loss suffered because of a Force Majeure Event.

If a Force Majeure Event lasts more than thirty (30) consecutive days, either party may terminate the affected Service or these Terms of Use by written notice to the other, without any further liability.

21. Penalties and Application of the Rules

If the Customer fails to comply with any provision of the Rules for which a penalty is specified (see Schedule – Fixed Fees), the Customer agrees to pay Leo Autopartage the stated amount and any costs incurred by Leo Autopartage, where applicable.

Schedule – Fixed Fees for Self-Service Vehicle Rentals

Rates exclude applicable taxes, which will be added to the final invoice.

Description (EN)	Fees (CAD)
Administrative fee for damage attributable to the Customer	$50
Administrative fee (e.g., tickets, unpaid invoices)	$27
Missing end-of-trip photographs in the trip report	$10
Failed payment attempt	$10
Referral of an unpaid invoice to collections	$40
Processing fee per toll invoice (A25, 407 ETR, etc.)	$3.50
Deductible and Insurance	
Deductible per trip – Leo basic insurance	$750
Deductible – Premium insurance	$350
Deductible – Credit card insurance (subject to card coverage)	
Cleaning and Misconduct Fees	
Vehicle returned with windows open or headlights or other lights on	$80
Lost vehicle documents	$80
Battery or fuel range below 20 km at trip end	$80
Unusually dirty vehicle (light cleaning)	$80
Unusually dirty vehicle (full cleaning)	$250
Smoking in the vehicle	$500
Transporting animals without a carrier	$500
Parking	
Impoundment	$400
Obstructive or illegal parking at the end of the Rental	Up to $80
On-site Assistance and Accidents	
Towing/roadside assistance within the Service Area	$300
Towing outside the Service Area	Invoice plus return costs
Technician visit	$80
Technician visit outside the Service Area (trip end, breakdown, etc.)	$80 + $0.29/km + actual costs
Vehicle immobilized due to Customer fault (accident, impoundment)	$80 + $60/day
Serious breach of the General Terms (e.g., impaired driving, driving without a valid licence, major speeding, account sharing, fraud)	$500
Call to customer service	Local rate
Reservation cancellation/change more than 24 hours before the trip	No charge
Reservation cancellation/change less than 24 hours before the trip	$25

*If these Terms of Use are breached in multiple ways, the applicable fees may be cumulative.

PART II - General Terms of Use for Monthly Vehicle Rentals

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1. Purpose

9526-1731 Québec Inc., located at Suite 401, 279 Sherbrooke Street West, Montréal, Québec H2X 1Y2 (hereinafter "Leo Autopartage"), operates a self-service monthly vehicle rental service available through the Leo Autopartage App and the website www.leoautopartage.com.

These General Terms of Use ("General Terms") govern the contractual relationship between Leo Autopartage and the Customer for monthly vehicle rentals. They comprise three separate contractual instruments:

- a Framework Agreement between Leo Autopartage and the Customer establishing the general terms applicable to the entire business relationship;
- Individual Rental Agreements entered into for each monthly rental, specifying its duration, vehicle category, included mileage and applicable rate; and
- a Validation Agreement confirming the Customer's acceptance of these General Terms during registration.

These General Terms, together with all other applicable policies, including the Privacy Policy (www.leoautopartage.com/fr/politique-de-confidentialite) and the Pricing Policy (www.leoautopartage.com/tarifs), collectively referred to as the "General Terms," apply to all use of the Service.

The Customer's acceptance of the General Terms is obtained and confirmed on registration for the Service. By registering, the Customer acknowledges having read and unreservedly accepted these General Terms.

Leo Autopartage expressly reserves the right to amend the General Terms. If it does so, Leo Autopartage will notify the Customer electronically at least thirty (30) days before the new provisions take effect. A Customer who does not accept the amendments may terminate the Framework Agreement under section 17.

The General Terms are entered into in French. If a translated version conflicts with the French version, the French version prevails.

2. Definitions

"Leo Autopartage App" means the website www.leo-autoparage.com and the iOS or Android mobile application through which the Customer accesses the Service and manages reservations and their account.

"Customer" means any individual or legal entity that has entered into a Framework Agreement with Leo Autopartage to use the monthly rental Service. The Customer may be a consumer or a business (company or organization).

"Authorized Driver" means the Customer or any additional driver expressly authorized by Leo Autopartage under section 4.

"Individual Rental Agreement" means the agreement entered into for each monthly rental, specifying the vehicle, duration, included mileage, rate and purchased options.

"Framework Agreement" means the general agreement between Leo Autopartage and the Customer establishing the terms applicable to the entire business relationship and the succession of monthly rentals.

"Security Deposit" means the sum paid by the Customer upon entering into an Individual Rental Agreement to cover possible damage, penalties or unpaid amounts, and returned in accordance with section 9.

"Monthly Rental" means the rental of a Leo Autopartage vehicle for a minimum of thirty (30) days under an Individual Rental Agreement.

"Driver's Licence" means a valid licence issued by a Canadian or foreign government authority authorizing the driving of a passenger vehicle in Canada, subject to section 4.

"Service" means the self-service monthly vehicle rental service offered by Leo Autopartage through the Leo Autopartage App and the website www.leoautopartage.com.

"Vehicle" means the motor vehicle made available to the Customer by Leo Autopartage under an Individual Rental Agreement.

3. Customer Registration for the Service

3.1 Registration through the App

To use the Service, the Customer must register through the Leo Autopartage App or www.leoautopartage.com and enter into a Framework Agreement with Leo Autopartage.

3.2 Required information

When registering, the Customer provides:

- first and last name;
- email address and telephone number;
- driver's licence details;
- payment method (a credit card in the Customer's name);
- for individual Customers: valid proof of identity, recent proof of address and their two (2) most recent pay slips or equivalent proof of income; and
- for Business Customers: documents establishing the business's legal existence and creditworthiness under section 4.4.

3.3 Acceptance of the General Terms

By registering for the Service, the Customer accepts these General Terms. This acceptance constitutes the Framework Agreement between the Customer and Leo Autopartage.

3.4 Right to refuse

Leo Autopartage reserves the right to refuse registration or close an existing account, including for misrepresentation, unsatisfactory credit-check results or legitimate reasons concerning the safety or integrity of the Service. A Customer may not create multiple Leo Autopartage accounts. Creating a second account, including to circumvent a payment default or suspension, will result in an immediate $500 penalty and permanent cancellation of access to the Service for all associated accounts.

3.5 Keeping information up to date

The Customer must ensure that the personal information in their Leo Autopartage account remains up to date. This includes, in particular, their address, email address, personal mobile number, driver's licence details and banking and/or credit card information. If the information is clearly outdated (for example, an undeliverable email address or invalid telephone number), Leo Autopartage reserves the right to temporarily block the Customer's account.

Leo Autopartage disclaims liability for harm resulting from inaccurate or outdated information.

4. Driving Eligibility, Validation and Authorized Drivers

4.1 Eligibility requirements

To be eligible for the monthly rental Service, the Customer must:

- be at least 21 years old;
- hold a valid driver's licence authorizing them to drive a passenger vehicle in Canada. The licence must be in force (not suspended, expired, cancelled, invalid or withdrawn);
- maintain a valid driver's licence throughout the Rental; and
- have an active Leo Autopartage account.

4.2 Accepted driver's licences

Leo Autopartage accepts valid driver's licences issued in Canada, the United States, the European Union (EU), Norway, the United Kingdom, New Zealand and Australia. Licences issued in other countries may be accepted at Leo Autopartage's sole discretion.

Validity of foreign licences and new residents:

- Six-month period: Under the regulations in force in Québec, holders of a valid foreign licence (in French or English) may drive for a maximum of six (6) months after establishing residence in the province.
- Conversion requirement: At the end of that six-month period, the Customer must obtain a valid Québec driver's licence to continue using Leo Autopartage's services.
- Mandatory update: As soon as the Customer obtains a Québec licence, the Customer must update their file through the Leo Autopartage App by uploading photographs of the new licence. Failure to do so may result in immediate suspension of the account and cancellation of insurance protection.

4.3 Licence validation

Individual customers must submit proof of identity and their driver's licence through the online validation process indicated in the Leo Autopartage App. Leo Autopartage begins account validation once all documents have been submitted.

Leo Autopartage reserves the right to request additional information or documents at any time to verify the Customer's identity or validate the account. This may include, without limitation, proof of address or any other document Leo Autopartage deems necessary.

If the Customer is an individual, they may withdraw their declaration of intent to proceed with registration (see the information on the right of withdrawal in section 15 below). The Customer must provide their own documents.

If the licence is suspended, expires or is cancelled while the Framework Agreement is in force, the Customer must immediately inform Leo Autopartage. Leo Autopartage may then suspend or terminate the Framework Agreement under section 17.

4.4 Creditworthiness assessment

Before entering into the first Individual Rental Agreement, Leo Autopartage may assess the Customer's creditworthiness:

- Individual Customers: Leo Autopartage may request valid proof of identity, recent proof of address and the two (2) most recent pay slips or any equivalent proof of income recognized in Québec.
- Business Customers: Leo Autopartage may request official documents establishing the business's legal existence in Québec (for example, a certificate of incorporation or extract from the Québec enterprise register), along with recent financial statements or equivalent proof of creditworthiness.

Refusal to provide documents, or insufficient documents, may result in refusal of registration or termination of the Framework Agreement.

4.5 Additional driver

The Customer may authorize an additional driver through the Leo Autopartage App, subject to the following:

- the additional driver must meet all eligibility requirements in section 4.1;
- authorization is granted for the entire term of the current Individual Rental Agreement;
- fees may apply for adding a driver; and
- the Customer remains responsible for any authorized additional driver and that driver's use of the Vehicle.

4.6 Business Customers

Businesses and organizations may register several Authorized Drivers under one business Framework Agreement. Each driver must individually meet the eligibility requirements in section 4.1. The business's legal representative is jointly and severally liable for all registered drivers.

5. Leo Autopartage App

5.1 Compatibility

The Customer is responsible for ensuring that their mobile device is compatible with the Leo Autopartage App. Leo Autopartage does not guarantee compatibility with every device. Manipulating, decompiling or modifying the App is prohibited.

5.2 Loss or theft of device

If their mobile device is lost or stolen, the Customer must immediately contact Leo Autopartage through www.leoautopartage.com or by email at bonjour@leoautopartage.com to block access to their account.

5.3 Password confidentiality

The Customer is responsible for keeping their login credentials confidential. Sharing credentials with others is strictly prohibited. Any unauthorized use of the account must be reported to Leo Autopartage immediately.

5.4 Notifications

Leo Autopartage will send appropriate notices through the Leo Autopartage App, by text message (SMS) to the mobile number provided by the Customer at registration and/or to the email address provided at that time.

Some notices and text messages may include emergency messages, safety alerts or critical information concerning use of the vehicle or the Customer's safety.

If the Customer disables notifications or text messages on their device, the Customer remains solely responsible for checking important information through the other communication channels available, such as email, the FAQ or the Leo Autopartage App itself.

The Customer agrees to receive App notifications, including notifications about reservations, the Vehicle's condition, payment due dates and any important Service-related communication.

6. Reservations and Entry into Rental Agreements

6.1 Reservations

The Customer reserves through the Leo Autopartage App or www.leo-autopartage.com, selecting the rental period, desired vehicle category, included mileage and options. Reservations are subject to vehicle availability.

Any request to change dates, times, vehicle model or other details must be emailed to Leo Autopartage and is subject to approval.

6.2 Entry into an Individual Rental Agreement

The Individual Rental Agreement takes effect once Leo Autopartage receives the Security Deposit, the first monthly payment and payment for the options purchased, in accordance with section 9. Leo Autopartage sends the Customer confirmation by email.

Leo Autopartage reserves the right to accept or refuse a reservation request at its sole discretion.

6.3 Fixed term

An Individual Rental Agreement is for a fixed term and cannot be terminated before it expires. If the Vehicle is returned early, the remaining monthly payments are not refunded. The Customer remains liable for all sums due until the end of the Agreement.

6.4 Late return

Returning the Vehicle after the agreed date and time results in late fees under the Schedule – Fixed Fees. Leo Autopartage reserves the right to take the necessary steps to recover the Vehicle.

6.5 Termination and renewal

Unless the Customer submits a cancellation request through the customer area of leo-autopartage.com at least fifteen (15) calendar days before the Individual Rental Agreement ends, it renews automatically for one (1) month at the rates then in force, subject to Vehicle availability.

Leo Autopartage may terminate the Agreement for cause without notice if the Customer breaches the General Terms or defaults in payment. Leo Autopartage then reserves the right to recover the Vehicle. All resulting costs will be recharged to the Customer under the applicable Fixed Fees in the Schedule.

6.6 Right of withdrawal

Under the applicable provisions of Québec's Consumer Protection Act, the right of withdrawal does not apply to vehicle rental agreements entered into for specified dates or periods. The Customer expressly acknowledges that a Monthly Rental is for a fixed period and no right of withdrawal may be exercised after taking possession of the Vehicle.

7. Vehicle Delivery and Return

7.1 Vehicle delivery

Leo Autopartage makes the Vehicle available to the Customer at the date, time and address agreed at the time of reservation. A Leo Autopartage representative or appointed agent hands over the keys and vehicle documents.

If the Customer does not collect the Vehicle at the confirmed pickup date and time, the Individual Rental Agreement remains unchanged and is not terminated. A Customer who is late for the vehicle delivery appointment may be charged fees under the Fixed Fees.

Any request to change the delivery appointment must be emailed to Leo Autopartage no later than 72 hours before pickup and is approved only once confirmed by Leo Autopartage.

7.2 Identity verification

On delivery, the Customer must present a valid driver's licence and photo identification. Leo Autopartage reserves the right to refuse delivery if the documents are insufficient or non-compliant.

7.3 Joint condition report

A joint condition report is prepared in the presence of the Customer (or duly authorized representative) and a Leo Autopartage representative. Both parties record and electronically sign the report. It is the reference for assessing any damage occurring during the Rental.

7.4 Keys and vehicle documents

The Customer assumes legal custody of the Vehicle, keys and all vehicle documents (registration, insurance certificate and maintenance record).

The Customer is strictly prohibited from giving the keys to anyone not authorized under the Agreement or leaving them inside the Vehicle, even if it is locked. The Customer must inform Leo Autopartage without delay if the keys are lost, stolen or damaged.

Loss of or damage to the keys or documents results in fees payable by the Customer under the Schedule – Fixed Fees.

7.5 Vehicle return

The Customer must return the Vehicle to the address agreed at reservation on the scheduled date and time.

A Customer who is late for the return appointment may be charged fees under the Fixed Fees in the Schedule.

If the Customer fails to return the Vehicle in accordance with the agreed date, time and address, all costs Leo Autopartage incurs in bringing it back are payable by the Customer. The Rental ends only when the Vehicle and administrative documents have been returned.

Any request to change the return appointment must be emailed to Leo Autopartage no later than 72 hours before return and is approved only once confirmed by Leo Autopartage.

On return, both parties prepare and electronically sign a return report. Leo Autopartage will then provide the Customer with a list of any chargeable restoration costs. If there are multiple items of damage, each is charged separately for its amount, up to the deductible (several deductibles may be charged for a single Vehicle in respect of separate claims identified).

8. General Customer Obligations

8.1 Communications with Leo Autopartage

The Customer agrees to contact Leo Autopartage through the Leo Autopartage App or by email at bonjour@leoautopartage.com for any question, report or request concerning the Rental Agreement. In an emergency, the Customer may also telephone Leo Autopartage at the number shown in the App.

8.2 Driving and upkeep obligations

The Customer agrees to:

- drive the Vehicle carefully and responsibly, in compliance with the Québec Highway Safety Code and all applicable traffic rules;
- keep the Vehicle reasonably clean and carry out daily checks (oil, water and other fluid levels, tire pressure and fuel level or battery charge);
- promptly report to Leo Autopartage any damage, mechanical defect, warning light or abnormality found on the Vehicle;
- protect the Vehicle against theft (closing doors, activating the alarm and not leaving the keys in the Vehicle);
- observe the mileage allowance in the Individual Rental Agreement.
- Park legally in authorized public parking spaces.

Failure to comply with these rules may result in additional charges of up to $750. In cases of negligence, misuse or a material breach of these Terms, the Customer may be held responsible for all associated damage and costs (including recovery/towing and administrative costs), which may exceed $750. These charges may be cumulative.

8.3 Included mileage

The Customer selects the mileage allowance in the Individual Rental Agreement when reserving. Mileage beyond the allowance is charged at the current rates in the Pricing Policy. Unused mileage at the end of an Individual Rental Agreement is not refunded or carried forward to a subsequent agreement.

8.4 Fuel and charging

The Customer agrees to return the Vehicle with the same fuel or battery charge level as recorded in the pickup condition report. Any shortfall on return is charged at the current rates. Excess fuel or charge is not reimbursed.

8.5 Upkeep and servicing

The Customer is responsible for basic vehicle upkeep, especially on extended or long-distance trips. This includes:

- checking and replenishing windshield washer fluid, engine oil and tire pressure;
- keeping the vehicle reasonably clean during use; and
- performing minor upkeep such as replacing wiper blades or light bulbs.

For minor repairs during a trip:

- the Customer may make or arrange repairs costing less than CAD $40 and request reimbursement with a valid receipt;
- repairs or maintenance costing more than CAD $40 (excluding fuel) require Leo Autopartage's prior approval; and
- any eligible and approved expense will be credited when the trip is billed, provided receipts (invoices) are supplied. No credit will be granted without supporting documentation.

If the amount to be reimbursed is less than the total charges for the Customer's trips, reimbursement may be made directly to the Customer's bank card. If it exceeds the total trip charges, reimbursement may be made only by bank transfer.

8.6 Parking, tolls and tickets

Parking and toll charges incurred during the Rental are payable solely by the Customer. Likewise, the Customer is responsible for all violations of the Highway Safety Code committed during the Rental. Leo Autopartage may charge the Customer any amount it has had to pay because of a violation or fine attributable to the Rental period, plus administrative processing fees under the Schedule – Fixed Fees.

8.7 Prohibited uses

The Customer is strictly prohibited from:

- drive under the influence of alcohol, drugs or medication that impairs driving ability;
- violate traffic laws, including by disregarding speed limits or signs or driving dangerously, recklessly or negligently;
- smoke or vape in the vehicle;
- transport animals outside a carrier;
- leaving the vehicle excessively dirty or with persistent odours;
- carry more passengers than legally permitted;
- deactivate the airbags (except to install a child seat), and must reactivate them afterward;
- use the vehicle for:
  - racing, stunts or sports driving practice;
  - commercial purposes without express authorization, including, without limitation, passenger transportation (for example, Uber) or food delivery;
  - transporting hazardous substances or oversized materials;
  - any criminal activity;
  - make unauthorized repairs or modifications;
  - leave children unrestrained or without an appropriate child seat;
  - take the vehicle outside Canada; or
  - abandon it or leave it in an unauthorized location, including, without limitation, underground parking or private or commercial property.

8.8 Liability for damage regardless of insurance or protection plan

Regardless of any protection plan or deductible selected by the Customer, the Customer remains responsible for damage not covered by Leo Autopartage's insurance policy or the manufacturer's warranty, including where:

- the vehicle is used for a prohibited purpose described in these Terms;
- the Customer fails to meet their obligations, including reporting or documentation requirements after an incident;
- the vehicle is used negligently or improperly, including:

  - overloading the engine;
  - using the wrong type of fuel (for example, diesel instead of gasoline);
  - ignoring dashboard alerts;
- the Customer fails to lock the vehicle or remove the keys after use;
- the Customer forgets to switch off the engine or headlights before ending the trip; or
- the Customer fails to report damage, theft, vandalism or a collision within 24 hours.

Any negligence, misuse or failure to meet the above obligations may result in the Customer being fully financially responsible for repair or recovery costs or associated losses.

8.9 Reporting vehicle defects

The Customer must immediately report any abnormal vehicle operation, including:

- fluid leaks or low oil or coolant levels;
- unusual noises or abnormal steering or braking; and
- battery problems or dashboard warning messages.

Failure to report these problems may result in the Customer being held responsible for resulting damage.

8.10 Driving and environmentally responsible behaviour

Customers must drive safely, courteously and with consideration for the environment. Energy-efficient driving modes and efficient driving practices are encouraged where available. The Customer must not violate traffic laws, including by disregarding speed limits or signs or driving dangerously, recklessly or negligently.

8.11 Driving Data and Safety

Leo Autopartage vehicles may be equipped with devices capable of measuring data about their use and condition. Depending on the vehicle's equipment, the data may include speed, sudden acceleration and braking, vehicle movements, and the date, time and location of an event.

Driving and vehicle condition data are not systematically transmitted to or retained by Leo Autopartage. The device may take the measurements needed to detect an event. When it detects signs of a situation that could pose a risk to the vehicle, its occupants or others, the data relevant to that event are transmitted to Leo Autopartage and retained for analysis.

Leo Autopartage may use the data to identify a potentially dangerous situation, examine an incident or verify compliance with these Terms. A single instance of acceleration, sudden braking or another isolated event does not necessarily constitute dangerous driving. Before concluding that the Customer has breached these Terms, Leo Autopartage takes into account the context, seriousness and repetition of events, to the extent that information is available.

Where there are indications of dangerous driving, Leo Autopartage may contact the Customer for an explanation and issue a warning. If the situation presents a serious or immediate safety risk, or if warnings have failed to bring the situation to an end, Leo Autopartage may temporarily suspend access to the Service while it reviews the matter. A longer suspension or termination of the account is decided under the provisions of these Terms concerning breaches and termination. The Customer is informed of the reason for the measure and may provide observations to Leo Autopartage.

The processing of personal information associated with these data is described in the Privacy Policy.

9. Price, Payment and Security Deposit

9.1 Rates

The rates for monthly rentals are those displayed in the Leo Autopartage App at the time of reservation. They include the base monthly payment, the selected mileage allowance and purchased options.

9.2 Security Deposit

Upon entering into the Individual Rental Agreement, the Customer pays a Security Deposit in the amount shown at reservation. The deposit is returned as follows:

- within thirty (30) days after return of the Vehicle, if it is returned in good condition, without damage or unpaid amounts;
- within sixty (60) days if damage, disputes or fines are being processed.

Leo Autopartage reserves the right to deduct from the Security Deposit any amount owed by the Customer under these General Terms, including restoration costs, penalties, fines and unpaid monthly payments.

9.3 Payment terms

The Customer pays the Security Deposit, first monthly payment and purchased options during the ninety-six (96) hours before the Individual Rental Agreement begins. Subsequent monthly payments are charged automatically ninety-six (96) hours before each new thirty-day period begins.

9.4 Payment methods

Payment must be made by a credit card in the Customer's name. Prepaid and debit cards are not accepted.

9.5 Payment default

If a monthly payment or other sum due cannot be charged, Leo Autopartage informs the Customer and may suspend access to the Service until the account is brought current. If payment is not made within 24 hours after notice, Leo Autopartage may terminate the Individual Rental Agreement and/or Framework Agreement under section 17 and demand immediate return of the Vehicle.

Leo Autopartage reserves the right to transfer unpaid invoices and the Customer's information to a collection agency. Referral to a specialized agency will result in a $40 administrative charge to the Customer and termination of the business relationship.

9.6 Restriction or suspension of the Customer's account

Customers with failed payments or unpaid balances will have their access to vehicles restricted and may not make new reservations until payment is received.

9.7 Return of the Vehicle in the event of non-payment

If a prepayment or transaction fails and several attempts to contact the Customer by email or telephone are unsuccessful, Leo Autopartage reserves the right to end the Rental unilaterally. Leo Autopartage may then immobilize and recover the Vehicle by any necessary means within 24 hours of the initial payment failure.

Handling of personal belongings:

- Storage: If the Customer's personal belongings are in the Vehicle when it is recovered, Leo Autopartage will store them for up to six (6) months.
- Conditions of return: The belongings will be returned to the Customer only after full payment of all prepayments, unpaid invoices and associated recovery costs.
- Final disposition: After the six (6) months have elapsed, Leo Autopartage may, at its discretion, destroy any unclaimed item or donate it to a charity.

9.8 Promotional credits

Promotional balances and credits granted to the Customer cannot be combined with each other unless otherwise stated, are non-refundable and not redeemable for cash, and do not apply to penalties, fines or administrative fees.

10. Assignment of Receivables

Leo Autopartage reserves the right to assign some or all of its receivables against the Customer to a third party, including in a financing or securitization transaction. The Customer is informed of any assignment affecting them. The assignment does not change the Customer's rights and obligations under these General Terms.

11. Changes to Prices and the General Terms

Leo Autopartage reserves the right to change its rates and General Terms. Any change is communicated to the Customer electronically at least thirty (30) days before it takes effect. If the Customer does not accept the new terms, the Customer may terminate the Framework Agreement without penalty under section 17 before the changes take effect. If the Customer does not terminate, they are deemed to have accepted the new terms.

12. Security

As security for performance of their obligations, the Customer authorizes Leo Autopartage to charge any amount due under these General Terms to the credit card on file, including the Security Deposit, monthly payments, penalties and restoration costs. Leo Autopartage may require the Customer to update or replace the credit card on file at any time during the Agreement.

13. Management of Accidents, Damage, Defects and Repairs

13.1 Damage or mechanical problems during the Rental

The Customer must report any accident, theft, breakdown or vehicle defect within one hour of the event by calling Leo Autopartage customer service. This includes:

- dashboard warning lights;
- mechanical breakdowns;
- damage caused by potholes or foreign objects;
- vandalism, scratches or cracks; and
- loss or theft of vehicle components.

The Customer must not continue driving if safety is compromised.

13.2 Collisions and emergencies

In the event of a collision or serious incident, the Customer must:

- contact Leo Autopartage immediately;
- call the police in the event of injury or significant damage (in Québec, a police report is required for damage exceeding $2,000 or in the event of a hit-and-run);
- collect all relevant information about the accident:
  - date, time, location and circumstances;
  - names, addresses and contact details of everyone involved;
  - licence plate numbers, makes, models and model years of the vehicles;
  - policy numbers and insurers;
  - names and contact details of witnesses;
  - photographs and descriptions of damage; and
  - a joint accident report or police report number, as applicable.

The Customer must not admit liability or make a statement of fault at the scene. Any such statement is personal and does not bind Leo Autopartage or its insurer.

The Customer may leave the scene only after:

- the police report has been completed or refused;
- Leo Autopartage has been informed and instructions received; and
- the vehicle has been towed or parked as directed by Leo Autopartage.

13.3 Submission of accident reports

After an accident or incident, the Customer will receive a damage report form, which must be returned within two business days by email or another accepted method.

Failure to submit a properly completed report may result in loss of insurance coverage, and Leo Autopartage may charge the Customer for all damage, injuries or third-party claims.

13.4 Liability for damage and repairs

- Leo Autopartage alone is authorized to choose the repair facility if the vehicle is damaged.

- Any insurance proceeds received by the Customer for damage to a Leo Autopartage vehicle must be remitted to Leo Autopartage immediately upon request.
- If the vehicle is jump-started by the Customer or another person, the Customer must inform Leo Autopartage when returning it. The Customer is responsible for damage caused by improper handling.

13.5 Fines, traffic violations and parking tickets

The Customer is responsible for tickets received during the period of use of a Vehicle. Leo Autopartage will provide relevant information to the competent authorities if necessary. Administrative processing fees apply when Leo Autopartage must handle a ticket (an unpaid parking ticket, a photo-radar fine, etc.). See Schedule – Fixed Fees.

In Canada, a Customer cannot legally contest a ticket issued to the vehicle owner rather than to the Customer. This generally concerns parking violations. Leo Autopartage also does not contest such tickets. This restriction does not apply if the ticket names the Customer; in that case, the driver to whom the ticket was issued may enter a plea.

13.6 Damage Detection and Review

Leo Autopartage vehicles may be equipped with devices capable of measuring data about their use and condition. Depending on the vehicle's equipment, these data may include the time and location of an event, the vehicle's speed and motion measurements that may indicate an impact or collision.

These data are not systematically transmitted to or retained by Leo Autopartage. The device may take the measurements needed to detect an event. When it detects signs of an impact, the data relevant to that event are transmitted to Leo Autopartage and retained to check the vehicle's condition, arrange an intervention and examine a damage claim. An alert alone does not prove that damage occurred or that the Customer is responsible for it.

When damage is identified, Leo Autopartage reviews the available evidence, including reports and photographs taken before and after the Rental, vehicle data, statements by the persons concerned and, where applicable, findings by its team or a repairer. Before charging the Customer for damage attributed to them, Leo Autopartage informs the Customer of the evidence relied upon.

The processing of personal information associated with these data is described in the Privacy Policy.

14. Damage to Third Parties, Damage to the Vehicle and Theft

14.1 Mandatory third-party liability insurance

The Leo Autopartage vehicle carries mandatory third-party liability insurance covering the liability of the driver or passengers for property damage or bodily injury caused to third parties. The insurance also covers bodily injury suffered by passengers transported under appropriate safety conditions in the Leo Autopartage vehicle.

14.2 Insurance coverage

When a Leo Autopartage vehicle is used, the Customer benefits from, among others, the following coverage under the insurance policy:

a) Third-party liability: anyone authorized to drive a vehicle in accordance with the Rules is covered by third-party liability insurance, subject to all its terms, conditions and exclusions (coverage of $2 million).

b) Collision: anyone authorized to drive a vehicle in accordance with the Rules is covered by collision insurance, with a deductible payable by the Customer according to the option selected and the applicable Fixed Fees in the Schedule.

To the extent permitted by applicable law, in the event of damage to third parties, any intentional fault or negligence by the Customer, any contractual or legal breach (particularly concerning the operation of a motor vehicle), or any unauthorized driving will give rise to a claim against the Customer and/or unauthorized driver by Leo Autopartage and/or the insurer required to compensate the victim for all amounts paid to that victim.

If the Customer is held liable and no insurance coverage applies, the Customer must indemnify Leo Autopartage against any third-party claim.

14.3 Damage to the Leo Autopartage vehicle

14.3.1 Insurance deductible

Every trip in a Leo Autopartage vehicle is automatically covered by basic insurance with a $2,500 deductible per event for damage to the vehicle, its keys or accessories.

Customers may reduce their deductible by purchasing one of the following annual insurance options:

(i) Leo Autopartage Plus insurance, reducing the deductible to $1,500 per incident; or

(ii) Leo Autopartage Premium insurance, reducing the deductible to $750 per incident.

Deductible payment and responsibility: In accordance with prevailing practice in Québec, the applicable deductible becomes payable as soon as damage is identified, regardless of the Customer's responsibility for the accident. Even if the Customer is not responsible for the collision, the Customer remains required to pay Leo Autopartage the deductible.

The Customer's liability also includes indirect costs, including assessment costs, towing costs, loss of vehicle value, administrative fees and any increase in insurance premiums imposed on Leo Autopartage, as charged by third parties or reasonably determined.

The Customer will not, however, be held responsible for damage compensated to a third party or their insurer provided the Customer has breached no contractual or legal obligation and has not entrusted the vehicle to an unauthorized person. Liability is limited to the applicable deductible only if:

(i) the Customer used the vehicle in accordance with these General Terms; and

(ii) the Customer reported every incident or damage without undue delay, in accordance with section 11.

In cases of gross negligence, intentional fault, failure to report damage, mechanical misuse (for example, using the wrong fuel) or any other material breach of these Terms, the Customer's liability is not limited to the deductible, and Leo Autopartage may claim the full amount of the damage.

Where this deductible reduction feature is offered in the Leo Autopartage App, Customers may select a per-trip deductible reduction option when reserving. The price and reduced deductible will be stated when the option is selected. Payment for the option must be completed when the trip is billed; otherwise, the standard deductible applies. Any breach of these General Terms invalidates the deductible reduction, and the Customer remains liable for the full standard deductible.

If a breach by the Customer causes Leo Autopartage's insurer to deny coverage or make a claim against Leo Autopartage, Leo Autopartage reserves the right to recover the corresponding amounts from the Customer.

14.3.2 Protection exclusions (loss of waiver)

Regardless of any purchase of a deductible reduction option, the Customer remains fully responsible for all repair costs, damage and related charges if any of the following occurs:

- Impaired driving: The vehicle was used while the driver was under the influence of alcohol, drugs or medication impairing their abilities.
- Speeding and dangerous driving: The accident resulted from speeding, reckless or negligent driving, or a serious traffic-law violation.
- Hit-and-run: The Customer leaves the scene of an accident without completing an accident report or waiting for police when required.
- Payment default: The Customer's account has an unpaid balance or a payment transaction has failed.
- Prohibited use: The vehicle was used for excluded purposes (racing, stunts or unauthorized commercial activities such as Uber or deliveries).
- Unauthorized driver: The vehicle was driven by someone other than the Customer who made the reservation.
- Failure to report: The Customer did not report the damage or accident by telephone within a maximum of four hours and submit a written report within two business days.
- Gross negligence: The damage resulted from flagrant negligence (wrong fuel, unlocked doors, windows left open, etc.).

14.3.3 Termination and Suspension of Options

Leo Autopartage reserves the right to withdraw or suspend access to deductible reduction options without notice or refund in the following cases:

- Repeated claims: The Customer has been involved in more than one at-fault accident or has regularly caused vehicle damage over a 12-month period.
- Termination for cause: If the account is terminated for breach of the General Terms (fraud, misrepresentation or dangerous driving), fees already paid for the deductible reduction option will not be refunded.

14.3.4 Fees and Damage Not Covered

Deductible reduction options never cover:

- Interior damage and cleanliness: Specialized cleaning charges, cigarette burns, tears or any other interior damage caused by misuse or lack of care.
- Administrative fees: Damage processing fees.
- Misconduct penalties: Fees for smoking, transporting animals without a carrier or excessive dirt.
- Accessories: Loss of or damage to keys, charging cables or vehicle documents.

14.4 Theft and loss

In the event of theft or loss of a vehicle that does not result from the Customer's fault or failure to comply with the General Terms, the Customer's liability is limited to the deductible.

In the event of theft or loss of a vehicle that does not result from the Customer's fault or failure to comply with the General Terms, the Customer is liable to Leo Autopartage for any damage, loss or cost it incurs in the event of theft or loss of:

- the Leo Autopartage vehicle, up to its value; and
- its keys and/or accessories, up to their value.

15. Liability of Leo Autopartage

Leo Autopartage is liable in accordance with the law for damage resulting from its intentional or gross fault. For other breaches, Leo Autopartage's liability is limited to direct and foreseeable damage. Leo Autopartage is not liable for indirect damage, lost revenue or profits, or harm arising from force majeure within the meaning of section 21 of these Terms.

16. Customer Liability, Contractual Penalties and Exclusion from the Service

16.1 Customer liability

The Customer is liable for damage caused to the Vehicle or third parties by their fault or that of an Authorized Driver during the Rental. If the Customer or an Authorized Driver is at fault in an accident, even in part, the Customer bears the applicable deductible and any incidental costs, even if liability is apportioned fifty percent (50%). This provision does not apply if the Customer shows that they bear no responsibility whatsoever for the loss.

16.2 Contractual penalties and fixed fees

If these General Terms are breached, Leo Autopartage may charge the Customer the contractual penalties specified in the Schedule – Fixed Fees. They include, in particular, violation processing fees, cleaning fees, smoking fees, impoundment charges and various administrative fees.

16.3 Temporary or permanent exclusion

In the event of a serious or repeated breach of these General Terms, Leo Autopartage reserves the right to temporarily suspend or permanently terminate the Customer's access to the Service under section 17.

17. Termination of the Framework Agreement

17.1 Ordinary termination

The Framework Agreement is entered into for an indefinite term. Either party may terminate it on two (2) weeks' notice, effective at the end of the calendar month following notice. Termination of the Framework Agreement does not affect Individual Rental Agreements in progress, which remain governed by their own terms until expiry.

17.2 Termination for cause

Leo Autopartage may terminate the Framework Agreement and/or an Individual Rental Agreement with immediate effect, without notice or refund, in the following cases:

- failure to pay a monthly instalment or other amount due, not remedied within 24 hours after formal notice;
- cessation of payments or Customer insolvency;
- business or tax arrears in the case of a Business Customer;
- misrepresentation during registration or while the Agreement is in force;
- repeated breaches of these General Terms;
- repeated or intentional damage to the Vehicle;
- driving under the influence of alcohol or drugs;
- dangerous driving or use of the Vehicle for unlawful purposes; or
- sharing login credentials with unauthorized third parties.

17.3 Consequences of termination

Upon termination of the Framework Agreement or an Individual Rental Agreement, the Customer must immediately return the Vehicle to the address specified by Leo Autopartage. If the Vehicle is not returned on time, Leo Autopartage may charge fixed compensation equal to the monthly rental payments due until actual return, as well as other damages based on the actual loss suffered.

18. Privacy Policy

Leo Autopartage processes the Customer's personal information in accordance with its Privacy Policy at www.leoautopartage.com/fr/politique-de-confidentialite. By registering for the Service, the Customer consents to processing of their personal information for the purposes described in the Privacy Policy.

19. General Provisions

These General Terms are governed by and interpreted under Québec law. Any dispute concerning their validity, interpretation or performance is subject to the jurisdiction of the Québec courts.

An assignment of the Customer's rights and obligations under this contract requires Leo Autopartage's prior written consent. Leo Autopartage may freely assign its rights and obligations to a third party, including in a restructuring or business transfer.

If one or more provisions of these General Terms is held void or ineffective, the other provisions remain in force. The void provision will be replaced by a valid provision as close as possible in economic effect.

No oral agreement or prior conduct of the parties may modify these General Terms.

20. Force Majeure

A force majeure event is any event that is unforeseeable, irresistible and beyond the parties' control, including natural disasters, epidemics, wars, terrorist acts, government decisions or regulations, embargoes, strikes or other labour disputes, telecommunications network failures, supply shortages or any other event beyond Leo Autopartage's reasonable control (each a "Force Majeure Event").

In the event of a Force Majeure Event, Leo Autopartage will use commercially reasonable efforts to mitigate its effects and resume performance of its obligations as soon as reasonably possible. Leo Autopartage will not, however, be required to compensate the Customer for any inconvenience, damage or loss suffered because of a Force Majeure Event.

If a Force Majeure Event lasts more than thirty (30) consecutive days, either party may terminate the affected Service or these Terms of Use by written notice to the other, without any further liability.

21. Customer Service and Complaints

The Customer may contact Leo Autopartage customer service by email at bonjour@leoautopartage.com or through the Leo Autopartage App. Leo Autopartage agrees to respond to complaints within a reasonable time.

The Customer may also exercise their rights under Québec's Consumer Protection Act and contact the Office de la protection du consommateur if a dispute cannot be resolved directly with Leo Autopartage.

22. Dispute Resolution

THE PARTIES agree that articles 620 and following of the Québec Code of Civil Procedure, CQLR c. C-25.01 (the "Code"), apply to this contract.

THE PARTIES agree that any dispute arising from or relating to this contract will be resolved by arbitration in accordance with the Code. They expressly waive recourse to the ordinary courts for such disputes, except for protective or interim measures.

The parties will jointly appoint the arbitrator or, if they do not agree within fifteen (15) days after the arbitration request, the arbitrator will be appointed by the Centre d'arbitrage commercial national et international du Québec (CACNIQ) or another recognized arbitration centre in Québec. Arbitration will be conducted in French in Montréal, Québec, unless the parties agree otherwise.

23. Penalties and Application of the Rules

If the Customer fails to comply with any provision of the Rules for which a penalty is specified (see Schedule – Fixed Fees), the Customer agrees to pay Leo Autopartage the stated amount and any costs incurred by Leo Autopartage, where applicable.

Schedule – Fixed Fees for Medium-Term Rentals (Monthly Rentals)

If the Subscriber fails to comply with a provision of the Service Terms of Use for which a penalty is specified below, the Subscriber agrees to pay Leo Autopartage the stated amount plus any costs incurred by Leo Autopartage, where applicable.

Rates exclude applicable taxes, which will be added to the final invoice.

Description	Fees (CAD)
Reservation cancellation more than 72 hours before it begins	$80
Reservation cancellation less than 72 hours before it begins	$250
Late arrival for a Vehicle delivery or return appointment	$100
Late Vehicle return (without the parties' prior agreement)	$250 + additional rent prorated for the extra time
Vehicle recovery because the Customer has breached the General Terms of Use	$300 + recovery travel costs
Administrative fee for damage attributable to the Customer	$50
Administrative fee (e.g., tickets, unpaid invoices)	$27
Failed payment attempt	$10
Referral of an unpaid invoice to collections	$40
Processing fee per toll invoice (A25, 407 ETR, etc.)	$3.5
Deductible and Insurance	
Deductible for Vehicle damage where the General Terms were followed – Basic insurance	$2500
Deductible for Vehicle damage where the General Terms were followed – Plus insurance	$1500
Deductible for Vehicle damage where the General Terms were followed – Premium insurance	$750
Cleaning and Misconduct Fees	
Lost vehicle documents	$80
Unusually dirty vehicle (light cleaning)	$80
Unusually dirty vehicle (full cleaning)	$250
Smoking in the vehicle	$500
Transporting animals without a carrier	$500
Parking	
Impoundment	$400
Obstructive or illegal parking at the end of the Rental	Up to $80
On-site Assistance and Accidents	
Towing/roadside assistance within the Service Area	$300
Towing outside the Service Area	Invoice plus return costs
Vehicle immobilized due to Customer fault (accident, impoundment)	$80 + $60/day
Technician visit	$80
Technician visit outside the Service Area (trip end, breakdown, etc.)	$80 + $0.29/km + actual costs

Serious breach of the General Terms (e.g., impaired driving, driving without a valid licence, major speeding, account sharing, fraud)	$500
Call to customer service	Local rate

*If these Terms of Use are breached in multiple ways, the applicable fees may be cumulative.