

## IX. MEMBERSHIP AGREEMENT

I recognise that:

- if eGo CarShare (ECS) accepts my application, the terms of the application along with the terms of the ECS Handbook and By-Laws immediately constitute a binding contract;
- ECS' acceptance of my membership application is subject to a successful check of my driving and credit history records, and my payment of the appropriate membership fees.

I have received and read a copy of the eGo CarShare Member Handbook. I agree to observe and be bound by both the Handbook and By-Laws, including any amendments to either document. They form part of this contract. I recognise that ECS' Board of Directors may amend the Member Handbook and By-Laws.

If my application is accepted, ECS will, subject to all the terms and conditions in the Handbook and this application, provide me with access to vehicles owned, leased or rented by it ("ECS Vehicles"), and pay for ECS Vehicle-related expenses such as gas, tires, insurance, maintenance and repairs.

I understand that ECS will endeavour to ensure that the ECS Vehicles are clean and well-maintained, and will periodically inspect the ECS Vehicles.

However, I recognise:

- That during the use of the ECS Vehicles, members are responsible for the maintenance and safety of the ECS Vehicles;
- That ECS' periodic inspection of its vehicles is supplementary to the inspection of vehicles by members, and that ECS relies on its members for primary inspection of vehicles that they use;
- That as a member I will be responsible for ensuring the safe condition of any ECS Vehicle that I drive; and
- That ECS does not make any representations or warranties as to the fitness or condition of any ECS Vehicle.

I recognise that the Handbook and the By-Laws state that I will be responsible for paying various fees, expenses, liens, fines and adhere to the prescribed time lines for their payment. I agree that this money will be a debt due and payable by me to ECS.

I understand that ECS will ensure that the ECS Vehicles are insured under a comprehensive Insurance policy, the details of which are available from ECS. I recognise that ECS will only be liable to me for any damages arising out of my use of a ECS Vehicle if ECS' gross negligence has caused the damages. I waive any right I have to sue or make claims against ECS and its directors, officers, agents, employees or members for damages arising from the fitness or condition of a ECS Vehicle, except in cases of gross negligence.

I also agree to indemnify the ECS directors, officers, agents or employees where it has incurred liability and expense as result of a claim by a third party for damages arising out of my use of a ECS vehicle unless ECS' gross negligence caused the damage.

I also waive any right I have to sue or make claims against ECS and its directors, officers, agents, employees or members for a vehicle not being available at the time it was booked.

I recognise that I am not a representative, agent or employee of ECS except to the extent the ECS Board of Directors may from time to time expressly designate me as a representative, agent or employee. I also agree to indemnify the ECS for liability incurred to third parties as a result of my actions as a representative, agent or employee, whether I was acting within or outside the scope of my authority or apparent authority.

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Name (Please print)

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Signature

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Date