

**WOW CarShare Terms & Conditions**

Last updated: Sep 27, 2023

CLICK HERE TO REQUEST YOUR DRIVING RECORD:

<https://www.safemotorist.com/washington/driving-records/#:~:text=Your%20Washington%20driving%20record%20can%20be%20obtained%20through,Department%20of%20Licensing%20PO%20Box%209048%20Olympia%2C%20WA>

EMAIL RECORD TO THIS ADDRESS:

**admin@wowevcarshare.com**

*Provide Driving Record*

Before you can become a WOW CarShare member, you must arrange for your official ‘Insurance’ driving record to be sent to **admin@wowevcarshare.com** by the WA Department of Licensing or other state licensing authority.

If you have a WA Driver’s License, you may request your driving record from the WA Department of Licensing online at <https://www.safemotorist.com/washington/driving-records/#:~:text=Your%20Washington%20driving%20record%20can%20be%20obtained%20through,Department%20of%20Licensing%20PO%20Box%209048%20Olympia%2C%20WA>. or by phone at **1-360-902-3900** from 8:00 a.m. - 5:00 p.m. (Monday - Friday). Ensure you also submit a ‘Driving record release of interest (dol.wa.gov/driverslicense) to WOWTriCities@gmail.com’.

WOW CarShare only accepts driving records directly from License issuing agencies and not from individuals.

Introduction Clause

**Important:** Please read this agreement carefully prior to registration. It explains your rights and duties as a WOW CarShare member.

By submitting your registration for WOW CarShare membership you agree to abide by this agreement, and you understand and accept that you give up certain legal rights. You also confirm that the information you provided in your registration form is complete and accurate and that you meet the eligibility criteria to become a WOW CarShare member (see the "**Eligibility Criteria**" section below).

You further understand that we may, in our sole discretion, reject your application for WOW CarShare membership or terminate your existing membership, whether or not you meet the eligibility criteria and without any obligation to provide any reason or justification therefore. You also understand that we may change the eligibility criteria for WOW CarShare membership or any part of the WOW CarShare program, or change the WOW CarShare Terms & Conditions at any time.

You may cancel your WOW CarShare membership at any time by notice to us in writing. Fees and other charges are not refundable except where required by law.

Your WOW CarShare Terms & Conditions

These are the WOW CarShare Terms & Conditions, which set out the conditions of WOW CarShare membership and the terms under which you may participate in the WOW CarShare program. The WOW CarShare Terms & Conditions will be referred to as the "Agreement" for the remainder of this document.

This agreement is between you, the driver and user of the WOW CarShare program and WOW TriCities. When this Agreement refers to "you" or "your", it means the person who has applied for WOW CarShare membership by submitting a registration or in any other way that we make available from time to time. When this Agreement refers to "we", "our" or "us", it means **WOW Tricities.**

This Agreement contains a number of capitalized terms. These terms have specific meanings and are defined in the [Glossary of Terms](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-glossary/). Other related documents are listed and linked at the end of this document, under the **Related Documents** section.

*How this Agreement may be Amended*

This Agreement is subject to change without notice to you, and all such changes will be effective upon posting to our website at <https://wowtricities.com/wow-carshare>, and [app.mondofi.com/WOWCarShare](https://app.mondofi.com/auth/carshare), as of the date indicated at the top of this Agreement. By continuing to use WOW CarShare after such date you will be deemed to have accepted any such changes. Nevertheless, we may ask you (but are not required to ask you) to read and confirm your agreement with any changes to this Agreement when you make a reservation, access your member account online, use the Mondofi Mobile app or other Mondofi membership features or services.

Geographical Limitations

*Washington State only*

For WOW CarShare programs running out of Tri-Cities Washington, vehicles may only be driven within the following boundaries:

* as far **North** as Spokane, WA
* as far **East** as Walla Walla, WA
* as far **South** as the Washington-Oregon Border, and
* as far **West** as New Ellington, WA

*No Areas without Cellular Data Service*

Vehicles are not to be taken outside of areas with cell phone data service from major U.S. service providers (i.e. Verizon , AT&T, or T-Mobile), as it may result in possible loss of connectivity to the App and access to the Vehicle.

**Important:** Do not leave the vehicle in an area without cellular data service.

*No Service Roads*

Vehicles may not be driven on unpaved roads, logging roads or roads that are not serviced. Damage to the Vehicle resulting from driving on such roads may result in Service Fees applied to you, as outlined on the [HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/"Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

How to Become a WOW CarShare Member

To use the WOW CarShare program, you must:

* register with us by one of the methods that we make available from time to time;
* meet the eligibility criteria to become a WOW CarShare member;
* provide information about your driving record;
* provide an authorized, valid and legitimate credit card;
* accept the terms of this Agreement, including our [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/), [Privacy Policy](https://site.mondofi.com/mobile-app-content/mobile-app-content-privacy/) and any any other rules, guidelines, policies, or documentation that we may establish or amend from time to time relating to your WOW CarShare membership or the WOW CarShare program, and agree to abide by them; and
* be approved by us as a member;

By applying for WOW CarShare membership you confirm that the registration information you have provided is complete and accurate and that you meet the eligibility criteria to become a WOW CarShare member. You also understand that we are relying on your confirmation in evaluating your application.

*Registration*

You can register for WOW CarShare via the Mondofi Mobile Application, once you become a member of WOW Tri-Cities

During the registration process you will be asked to provide personal information (such as your name, gender and date of birth), contact information, Driver's License information and a valid credit card, Note: if you do not have a valid credit card contact WOW CarShare customer service at 1 (509) 295-2036 for alternative pay process. Your contact information must include a valid email address and a valid mobile telephone number. You will need to verify your mobile phone number with a verification code during the registration process. Note: if you do not have a mobile telephone contact WOW CarShare customer service at 1 (509) 295-2036 for an alternative registration and vehicle use process.

In addition to the above information, you will be asked to submit a photo of yourself (a “selfie”) taken on the day of registration, as well as photos of the front and back of your Driver’s License. If your images are blurred, illegible or depict anything other than yourself or your Driver’s License, or are otherwise deemed unacceptable by WOW CarShare, we reserve the right to refuse approving your membership at our sole discretion.

You must notify us if there are any changes to the contact information you provided so that we can continue to send you confirmation and keep you updated.

We will use this information, among other things, to determine your eligibility for WOW CarShare membership, to manage your WOW CarShare membership and member account, and to provide the WOW CarShare program to you and to bill you for your use of the WOW CarShare program and related charges described in our [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/). For more details on how we use your personal information, please see our [Privacy Policy](https://site.mondofi.com/mobile-app-content/mobile-app-content-privacy/).

*Eligibility Criteria*

You must meet and maintain at all times the following eligibility criteria to become and remain a WOW CarShare member and to use our Vehicles:

* be at least **25 years** of age;
* hold a valid **Standard or Enhanced** Driver’s License;
* have a Minimum of **3 years** of driving experience holding a valid **Standard or Enhanced** Driver’s License;
* have received no more than two Traffic Violations;
* not have received six or more driver penalty points in the past two years; and
* have not been charged with, or convicted of, any Criminal Traffic Violation,
* have no prohibitions or suspensions from driving a motor vehicle in the past 3 years;
* Be a member of WOW Tri-Cities.

You must notify us immediately if you cease to meet any of the foregoing criteria.

*Provide Driving Record*

Before you can become a WOW CarShare member, you must arrange for your official ‘Insurance’ driving record to be sent to **admin@wowevcarshare.com** by the WA Department of Licensing or other state licensing authority.

If you have a WA Driver’s License, you may request your driving record from the WA Department of Licensing online at <https://www.safemotorist.com/washington/driving-records/#:~:text=Your%20Washington%20driving%20record%20can%20be%20obtained%20through,Department%20of%20Licensing%20PO%20Box%209048%20Olympia%2C%20WA> or by phone at **1-360-902-3900** from 8:00 a.m. - 5:00 p.m. (Monday - Friday). Ensure you also submit a ‘Driving record release of interest (dol.wa.gov/driverslicense) to WOWTriCities@gmail.com’.

WOW CarShare only accepts driving records directly from License issuing agencies and not from individuals.

If you have a Driver’s License from another country, then you must provide an up-to-date official driving record from the issuer of your Driver’s License. Your driving record abstract must be in English, or supplemented by a certified English translation.

If we do not receive your official driving record within ten days of your registration with WOW CarShare, we may decide, in our sole discretion, not to take further steps in evaluating your membership application.

*Membership Approval*

By applying for WOW CarShare membership, you authorize us to check your driving history, driving record, driving abstract or government or other records and to check whether you meet the WOW CarShare eligibility criteria. We may make these checks as part of approving your membership application but have no duty to do so.

We may also ask you at any time during your WOW CarShare membership to provide at your own expense a current, driving record from the issuer of your Driver's License to verify that you continue to meet the WOW CarShare eligibility criteria and otherwise comply with the terms of this Agreement.

You understand that you will not automatically become or remain a WOW CarShare member merely because you satisfy the WOW CarShare eligibility criteria and that we may or may not approve you as a WOW CarShare member, and we may terminate your membership at any time, in our sole discretion, without any obligation to provide any reason or justification.

*Multiple Accounts Not Permitted*

No person is permitted to create or maintain more than one WOW CarShare account and once you have registered for WOW CarShare via the **Mondofi Mobile Application**, you may not register any additional WOW CarShare accounts. If, for any reason, your WOW CarShare membership was declined (for example because you do not meet the eligibility criteria or we did not receive your driving record in time) or terminated, do not attempt to reapply by setting up a new WOW CarShare member account. Rather, contact us by email at **admin@wowevcarshare.com** and provide your initial registration information or old WOW CarShare email address, if available, together with any new or outstanding information (such as an updated driving record) you would like us to consider as part of your membership application. If we approve your WOW CarShare membership, your previous registration can be activated or re-activated, as applicable.

WOW CarShare Membership

Becoming a WOW CarShare member does not grant you unlimited rights to participate in the WOW CarShare program. You may use Vehicles and other membership services or features only in accordance with the most current version of this Agreement, and subject to availability and subject to any other limitations or requirements.

We may make additional types or classes of WOW CarShare membership available in the future and will inform you if we do so.

Once we have approved you as a WOW CarShare member, your membership is for an indefinite term, unless it is terminated in accordance with this Agreement or canceled in accordance with your statutory rights.

*Mondofi Mobile Application*

WOW CarShare operates on the Mondofi Mobile Application. Please use the Mondofi Mobile Application to access the WOW CarShare features or services through your smartphone, including accessing your WOW account, locating and reserving Vehicles, and the WOW Call Center at **1-509-295-2036**. The Mondofi Mobile Application is currently available for iOS and Android devices.

If your smartphone with the Mondofi Mobile Applicationapp is lost or stolen, you must let us know immediately by calling **1-509-295-2036**. This is necessary so that we can prevent improper use or any damage to any of our Vehicles or equipment. If you fail to let us know immediately, you will remain responsible to pay any fees or charges incurred under your WOW CarShare account as well as for any damage to our Vehicles or equipment as a result of another person using your WOW CarShare membership via your Mondofi Mobile Application or login information. Note: if you do not have a mobile telephone contact WOW CarShare customer service at 1 (509) 295-2036 for an alternative registration and vehicle use process.

*Your WOW CarShare Account*

To create yourWOW CarShare account, you must have access to the Mondofi Mobile Application which is accessible via the email address and password you registered with Mondofi. You must keep your password strictly confidential at all times, must not make it available to others and must not allow others to use your email address and password to access the Mondofi Mobile Application through your account.

You agree to access only the authorized sections of the Mondofi Mobile Application and your WOW CarShare account only by using your email address and password. You agree to take all necessary steps to prevent others from obtaining your password and to notify us of any unauthorized access of your WOW account, or the Mondofi Mobile Application. You will be responsible to pay for all associated costs or damages arising from others using your WOW CarShare account, whether through the Mondofi Mobile Application, or otherwise, with or without your permission or knowledge, occurring before you notify us of such unauthorized use.

You also agree that you do not acquire any rights of use or ownership as a result of using your WOW CarShare account, the Mondofi Mobile Application, or any services, features or other parts of the WOW CarShare program. The WOW CarShare program incorporates proprietary content and information and material that is protected by intellectual property and other laws, and you will not use such content, information or material in any way whatsoever except for as may be permitted by us in connection with your use of the WOW CarShare program or the Mondofi Mobile Application..

Changes in Status

At any time during your WOW CarShare membership, you must immediately let us know if any of the events listed below occur. It does not matter whether these events occur in your home state or anywhere else in the world or whether they occur in relation to your use of a Vehicle or otherwise:

* if you receive any driver penalty points or similar driver demerit points;
* if you are charged or convicted for a Criminal Traffic Violation;
* if your Driver’s License has been suspended, revoked, expired, surrendered, withdrawn, lost or is no longer valid for any other reason;
* if you are involved in a traffic accident while operating one of our Vehicles;
* if your contact information, including your email address and mobile phone number, changes; and
* if your credit card information changes, or
* If you have a change in address.

If you do not immediately tell us about any of the above your WOW CarShare membership may be suspended or terminated (see the "When your WOW CarShare Membership may be Suspended or Terminated" section below). Depending on the nature of the change we may also request that you provide an updated copy of your official driving record.

Fees, Rates, Charges and Payments

*Our Rate Schedule*

A list of our current fees, rates and other charges are set out in our [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/). We will do our best to notify you of any new fees, charges or rates or any increases to our fees, charges or rates, however we are not required to notify you ( see the "How this Agreement may be Amended" section above), and such changes are incorporated into this Agreement by reference.

*Rental Fees*

For a Car Share booking, you must pay the applicable rental fee as listed in the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/). Pricing for trips is based on a Time Charge, and/or a Distance Charge, and/or an All Access Fee, and/or an Open Return Fee, if applicable, (see Open Return trips section below), plus applicable taxes.

The All Access Fee is used for various purposes, including, without limitation to pay for fuel, insurance, parking, fleet maintenance, eco-friendly cleaning, and anything else that WOW CarShare deems appropriate, at its sole discretion, to ensure the continuous operation of the business.

Your rental fees and other applicable service charges are calculated and charged to your payment method on file after each trip taken. A pre-authorization transaction may be charged and reversed to your method on file at the Trip Start Date/Time in the amount of the estimated trip cost as calculated using your trip’s booking parameters.

**Important**: all trips are charged for a minimum of 15 minutes.

Rental fees are subject to increase at any time, and with 7 days notice published to the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/) before rate changes take effect.

*Set Return Trips*

A Set Return Trip requires a fixed scheduled Booking End Date/Time specified by the Member when the trip is booked.

All fees for Set Return Trips accrue over the Booking Period (from Booking Start Date/Time to the Booking End Date/Time).

*Open Return Trips*

You may set your trip to have an Open Return, such that the Booking End Time is initially flexibly set to 24 hours after your Booking Start Date/Time, and is updated to reflect the Trip End Date/Time at the end of the trip, as achieved as per the “Ending Your Trip and Returning your Vehicle” section below.

All fees for Open Return Trips accrue over the Trip Period (from Trip Start Date/Time to the Trip End Date/Time).

An Open Return fee may be applied as per the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

*Annual Membership Fees*

A Membership Fee in the amount published on the [HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/"Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/) will be charged on an annual basis. This is a required fee as per insurance policy in order for WOW CarShare to maintain eligibility as a car share operator. The Annual Membership Fees may be scheduled monthly.

*Other Charges*

You will also be required to pay certain charges related to your use of a Vehicle, replacement costs, administration, account processing or other activities that may arise in connection with your WOW CarShare membership, including, but not limited to, the following:

* the All access fee (as further described above, in the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/));
* returned or rejected payments;
* collection efforts due to non-payment;
* processing of Traffic Violations, Parking Violations, towed Vehicle costs or toll charges;
* failure to return Vehicles to the applicable Home Zone;
* failure to secure Vehicles;
* insurance deductibles;
* drained Vehicle battery;
* unauthorized parking;
* loss of use of Vehicles (as further described in the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/));
* towing ticket charges and processing fees (as further described in the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/)); and
* cleaning and maintenance.

We may amend, replace or supplement these charges at any time.

*Payment*

We will charge all fees and charges that you have incurred as a WOW CarShare member or in using the WOW CarShare program to the credit card you have provided to us. You must ensure that the credit card information associated with your WOW CarShare account is always up to date and that there are sufficient funds available to cover any amount you owe to us. Fees and charges incurred by you are not refundable except where required by law. Note: if you do not have a valid credit card contact WOW CarShare customer service at 1 (509) 295-2036 for alternative pay processes.

You are solely responsible for all credit card, banking, service, cellular, data or charges you incur in relation to any payment to us, insufficient funds or your use of any of the services, features or other parts of the WOW CarShare Car-Sharing Program.

A pre-authorization transaction may be charged and reversed to your method on file at the Trip Start Date/Time in the amount of the estimated trip cost as calculated using your trip’s booking parameters.

*Viewing your Account History*

At present, you can access the following information through your WOW CarShare account via the Mondofi Mobile Application, or by contacting WOW CarShare customer service at 1 (509) 295-2036:

* your rental and payment history;
* your account statements and information; and
* the fees and charges that you have incurred.

You understand and agree that we have no duty to provide you with rental, billing, payment or other account information or reminders in any other way and that you are responsible for checking, managing and updating your WOW CarShare account, rental, billing and payment information.

How to Reserve a Vehicle and Spontaneous Rentals

*Making Reservations*

You can reserve a Vehicle prior to the desired start time of your Booking Period, subject to availability. Reservations can be made through the Mondofi Mobile Application/WOW CarShare. You may cancel your booking at any time however, depending on certain conditions, it may be subject to a Cancellation Fee. Cancellation Fees are outlined in the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

If you do not start your Trip as outlined in the “Starting Your Trip Period and Unlocking Your Vehicle” within 15 minutes of the Booking Start Date/Time, then the reservation will automatically expire and the Vehicle in question may be reserved or used by other WOW CarShare members.

We will treat all reservation requests on a first come, first served basis and have the right to refuse a reservation if the number of available Vehicles is not sufficient to meet all reservation requests. Further, we may refuse or cancel a reservation for emergency, safety, inclement weather, business, operational, technical or mechanical reasons or for any other reason whatsoever.

*Vehicle Unavailable*

If you cannot find your reserved Vehicle during the reservation period at the parking location indicated in your reservation during your reservation period, please contact ourWOW CarShare Call Center at 1-(509) 295-2036 immediately for assistance or to make alternate arrangements.

*Spontaneous Rentals*

You can also rent any available Vehicle without prior reservation. Available Vehicles are listed in WOW CarShare in their designated parking area. Vehicle availability is found through the Mondofi Mobile Application/WOW CarShare.

Beginning Your Trip

*Starting Your Trip Period and Unlocking Your Vehicle*

Once you have located your reserved Vehicle, you must complete a Pre-Trip Inspection using your Mondofi Mobile Application/WOW CarShare. Once completed, your Trip Start Date/Time is set and thus the Trip Period begins. For more information on how to access a Vehicle and start your Trip Period, please see [Pre-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-pre-trip-info/), which is also available on the Mondofi Mobile Application/WOW CarShare.

*Pre-Trip Inspection*

Before operating a Vehicle, you must familiarize yourself with the Vehicle, the Terms & Conditions (this Agreement), the [I HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-insurance-info/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-insurance-info/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-insurance-info/"nsurance Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-insurance-info/), the [Pre-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-pre-trip-info/), the [Post-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/), the [Privacy Policy](https://site.mondofi.com/mobile-app-content/mobile-app-content-privacy/) and the Vehicle Manual. The Vehicle Manuals contain instructions and other useful information on how to use the Vehicle and its equipment. Copies of the Vehicle Manual can be found inside the Vehicle.

**Important:** Before operating a Vehicle you must also inspect the interior and exterior of the Vehicle for any defects, damages, soiling, and any missing, incomplete, defective or inoperative equipment or documentation (such as the Vehicle’s Vehicle Charging Cable, the insurance papers or copy of the Vehicle Manual). In the following, we will refer to any of these issues as “Vehicle Damage”.

If you discover any Vehicle Damage, you must let us know immediately by using the in-app damage reporting tool. Alternatively, you can call the WOW CarShare Call Center at **1-509-295-2036**. You must report any Vehicle Damage to us completely and accurately.

The WOW CarShare Call Center will inform you whether any of Vehicle Damage you have reported will prevent you from using the Vehicle or will let you know what additional steps you may have to take to properly address the issue. If the WOW CarShare Call Center determines that a Vehicle can no longer be used, they will assist you in making alternate arrangements.

*Failure to Report*

You understand and agree that if you do not completely and accurately report to us any Vehicle Damage already existing at the beginning of your Trip Period, that damage will be deemed to have occurred during your Trip Period and you must pay us for that damage unless it is established to our satisfaction that Vehicle Damage could not have occurred during your Trip Period.

Who Can Drive

The only persons who are permitted to drive a Vehicle that you have rented during your Booking Period are:

* you; and
* an Emergency Driver as described below.

In case of an emergency threatening the life, health or safety of you or another person in your party, you may permit a non-member to drive a Vehicle during your Booking Period provided that this **Emergency Driver**:

* is at least 18 years old;
* has a valid Driver’s License;
* operates the Vehicle under your personal supervision and instruction; and
* complies with the Vehicle operating requirements set out in this Agreement; and
* notifies us as soon as safely possible that they had to drive an Mondofi Car Share Vehicle as an Emergency Driver.

Your Emergency Drivers are not permitted to allow any other person to operate a Vehicle. Whether the Vehicle is driven by you or an Emergency Driver, you will remain responsible for all fees and charges arising in connection with the Booking Period. If you ever allow another person to drive on your account outside of an emergency, we will **cancel your membership**.

**WARNING**

**We only grant permission to you or an Emergency Driver to operate a Vehicle. Accordingly, the Third Party Liability Insurance and Collision and Comprehensive Insurance for the Vehicle (see the “Insurance and Deductible” section) will not apply to protect an unauthorized driver, or to protect you in connection with a loss caused by an unauthorized driver.**

Pet Policy

Pets are only allowed in the Vehicles if they remain in a Pet Carrier of appropriate size for the pet.

**Important:** if you leave a Vehicle dirty or in a messy state, then a Service Fee may be applied as per the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

For issues regarding the cleanliness of the Vehicle, please contact the **WOW Call Center** via tapping the **Contact Helpline Button** in the Mondofi Mobile Application/WOW CarShare, or by calling **1-509-295-2036**

Your Duties when Operating a Vehicle

You and your Emergency Drivers must use the Vehicle and its equipment in accordance with all applicable traffic laws, the terms of this Agreement, the [Pre-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-pre-trip-info/),[Post-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/), and the Vehicle Manuals. Your duties include:

* carrying a valid Driver's License whenever driving a Vehicle;
* completing a pre-trip inspection prior to starting a trip to ensure that a Vehicle is roadworthy and reliable, as well as to ensure there is no pre-existing Vehicle Damage;
* operating Vehicles safely and with care, driving defensively within speed limits and as permitted by local weather and environmental conditions;
* securing Vehicles against theft, vandalism or improper use by others (including closing all windows and ensuring that all doors and the trunk are locked when you leave the Vehicle during stopovers or at the end of your trip);
* keeping Vehicles clean and tidy;
* immediately informing us of all Traffic Violation notices and parking violation notices (including from privately operated parking facilities) received during your Rental
* not letting a pet in the Vehicle unless they are in a pet carrier

Some of the things you or your Emergency Drivers are NOT permitted to do include:

* operate a Vehicle if you are not authorized or qualified by law to do so;
* operate a Vehicle while under the influence of alcohol, drugs or any other intoxicating substance. Even if the legal limit is higher, we have adopted a strict "no drinking and driving" policy for the WOWi Ca Share program and a 0.0% limit for any intoxicating substance;
* permit anybody who is not an Emergency Driver to operate a Vehicle;
* use any hand-held electronic device while operating a Vehicle;
* use a Vehicle to transport flammable, poisonous or other hazardous or dangerous goods;
* transport objects with the Vehicle that could (due to their size, shape or weight) adversely impact the Vehicle's operation or that could damage a Vehicle;
* use a Vehicle for towing or any off-road driving;
* use a Vehicle as a taxi or vehicle for hire;
* use a Vehicle for any illegal activity, for an illicit or prohibited trade or transportation, to escape or avoid arrest or other similar police action, or in a race or speed test;
* perform or authorize repairs or any conversions of a Vehicle;
* smoke or use tobacco or similar products in a Vehicle, or allow others to do so;
* let animals into a Vehicle, unless the animal is kept in an appropriate Pet Carrier or the animal qualifies as a guide animal for a person with a disability who accompanies the animal;
* remove any equipment from a Vehicle;
* operate a Vehicle without the seatbelt of every occupant properly fastened;
* allow more than 5 persons (including the driver) to occupy a Vehicle;
* drive a Vehicle anywhere outside Washington State
* use a Vehicle in any manner that we consider dangerous, careless, improper, abusive or otherwise inappropriate, or as a means of committing any act of violence
* At no time shall a Member permit a vehicle to cross a national border or leave the country in which the Trip Period was started.
* not drive as far **North** as Spokane, WA
* not drive as far **East** as Walla Walla, WA
* not drive as far **South** as the WA - OR border, and
* not drive as far **West** as New Ellington, WA
* vehicles are not to be taken outside of areas with cell phone service from major U.S service providers (i.e. T-Mobile, AT&T, Verizon), as it may result in possible loss of connectivity to the App and access to the Vehicle; and
* Vehicles may not be driven on unpaved roads, logging roads or roads that are not serviced. Damage to the Vehicle resulting from driving on such roads may result in Service Fees applied to you, as outlined on the

If a Vehicle is driven outside of its applicable Designated Parking, the Member will be personally responsible for all costs associated with returning the Vehicle to its applicable Designated Parking, including, but not limited to, costs associated with vehicle repair, motor-vehicle accidents or collisions and towing services.

**WARNING**

**Operating a Vehicle in breach of the terms of this Agreement and/or the Third Party Liability Insurance or the Collision and Comprehensive Insurance can result in loss of the protection of that insurance, and personal financial exposure to a third party claimant, the insurer, or us. Your liability could include, for example, amounts claimed by a third party, reimbursement of a Third Party Liability Insurer or Collision and Comprehensive Insurer for amounts that it has paid, and reimbursement, to us for amount that we have paid, including any insurance deductible.**

Making a Stopover

You can interrupt your trip at any time without ending your Trip Period. To do so, once exiting the vehicle, ensure to tap the **Lock Door** button in the Mondofi Mobile Application/WOW CarShare to lock the doors. Before leaving the Vehicle, please make sure that the Vehicle is safely and legally parked and all the windows are closed and that the Vehicle is otherwise secured as well. You will be responsible to pay for any damage to the Vehicle or equipment that is incurred as a result of your failure to properly lock and secure the Vehicle during a stopover, including as a result of another person entering the vehicle while it’s unlocked or otherwise unsecure.

If you are making a Stopover at the Vehicle’s Designated Parking, do not end your Trip Period during the stopover through the Mondofi Mobile Application/WOW CarShare. If you end your Trip Period, another WOW CarShare member may reserve the Vehicle or the Vehicle may be placed out of service in the meantime in which case you will no longer be able to use it. Ending your Trip Period in lieu of a stopover can cause you to be subjected to parking, towing or other fines if the Trip Period is ended while the car is parked in a spot that is unauthorized or a spot in which parking is only permitted for a limited time period, as you may not have the ability to move the Vehicle after the end of your Trip Period.

Upon returning to the Vehicle, tap on the **Unlock Door** button on the Mondofi Mobile Application/WOW CarShare to unlock the doors.

Charging the Vehicle

Upon ending your trip at the Vehicle’s Designated Parking at your home locationg, ensure to plug the vehicle’s Charging Cable from the Charging Station nearest to the Designated Parking stall into the Charging Port.

If the Trip was Ended and the Vehicle is parked without the Charging Cable properly connected to the Vehicle’s Charging Port, then you may be charged a Service Fee, as per the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

If you notice any damage, malfunction or encounter any issues with the Charging Station, Charging Cable or Vehicle’s Charging Port, ensure to call **1-509-295-2036** immediately.

You are Responsible for Traffic Violations and related Fines and Charges.

You are solely responsible for the consequences of traffic offenses and violations, criminal activities and parking violations (including on privately operated parking facilities) that occur in connection with your rental of a Vehicle and you must pay all penalties, fines,towing costs,if due to Member negligence or breach of terms,and other charges arising from these offenses, activities or violations. You must also pay all toll charges or similar charges imposed in connection with your rental of a Vehicle. When we are required to pay penalties, fines, towing costs, toll charges or other charges on your behalf or on behalf of one of your Emergency Drivers, you agree to promptly reimburse us for the full amount of these penalties, fines, costs or charges.

Please note that all penalties, fines, towing costs and other charges arising from Member negligence or breach of this Agreement and related documents ([Pre-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-pre-trip-info/), [Post Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/)) are subject to be charged to you along with corresponding fees as per the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

You agree that we may release your name and other relevant information to any governmental agency or court in relation to these offenses, activities, violations, penalties, fines or charges. To the extent permitted by law, we may elect, in our sole discretion, to settle any claims related to the offenses, activities or violations referred to above on your behalf, or to transfer any legal process, responsibility or liability related to such claims to you.

Cleaning and Maintenance

We depend on WOW CarShare members to return Vehicles in a clean and tidy state. You are responsible for cleaning your rented Vehicle before ending your Trip Period. If you leave a Vehicle dirty or messy, you will have to pay for any required cleaning or detailing in accordance with the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/). Since we generally rely on our WOW CarShare members to keep Vehicles clean, we cannot promise that each Vehicle will be clean and tidy and we do not take any responsibility in relation to any objects left in a Vehicle by a previous user.

If any of the Vehicle's warning or indicator lights come on during your Trip Period, you should stop as soon as possible in a safe place and immediately notify the WOW CarShare Call Center for further instructions by using the **Contact Helpline Button** or calling the WOW CarShare Call Center at **1-509-295-2036**. Do not continue to use the Vehicle if the WOW CarShare Call Center advises you or the Vehicle Manual states that the Vehicle is no longer safe to drive.

Unless explicitly authorized by an WOW CarShare representative, in no circumstances are you permitted to repair, attempt to repair, or authorize any other individual to repair or attempt to repair, a damaged Vehicle or otherwise alter a Vehicle in any way, including, for example, by changing a flat tire or jump-starting a Vehicle battery.

Parking your Vehicle

*Where can I park when ending my trip?*

You can only end your trip at the applicable home locatiuon and by parking the Vehicle in one of the WOW CarShare Designated Parking stalls.

*Where can I park when making a stopover?*

General parking rules apply. If you park in a paid parking location, you will be responsible for parking fees. Any fines or tickets issued on the Vehicle for Parking Violations during your Trip Period will result in Service Fees charged to you, which are outlined on the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

*Where can I NOT park?*

* Time restricted areas and commuter lanes
* Commercial lanes
* Loading zones
* Passenger zones
* Disabled driver’s parking spots
* Private parking/property – unless reserved for WOW CarShare
* Valet/taxi/bus zones
* Any location with a temporary no stopping sign
* Any reserved spot, that is not reserved for Mondofi Car Share
* Any Car Share CO-OP spots that are not reserved for WOW CarShare

Ending Your Trip and Returning your Vehicle

When you wish to end your trip and return your rented Vehicle, you must:

* park the Vehicle in a WOW CarShare Designated Parking stall;
* ensure that the Vehicle engine is turned off;
* ensure that the Vehicle is clean and tidy and you have left none of your belongings in the Vehicle;
* ensure that all windows, doors, and the trunk are fully closed and that all lights have been turned off; and
* ensure that the Vehicle is returned in its original condition, except for ordinary wear and tear due to reasonable use.

Once the above conditions are satisfied, you may end your trip using the Mondofi Mobile Application/WOW CarShare.

You are responsible for ensuring the above conditions are satisfied and the Vehicle is locked and secure at the end of your Trip Period. If you intend to end a trip by using the Mondofi Mobile Application/WOW CarShare, but if any of the above conditions are not met, the Trip Period will not end and the doors will not automatically lock. You must ensure all the conditions above are satisfied such that the Trip Period is properly ended and the doors are locked. Your Trip Period will not end until such time and you will be charged rental fees in accordance with the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/) until then. In addition, if you leave the Vehicle unlocked and unattended, you may be subjected to unsecured vehicle fees in accordance with the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

You will be responsible to pay for any damage to our Vehicles or equipment as a result of another person entering the vehicle while it’s unlocked or otherwise insecure. If you have any difficulties with ending your Trip Period, please call the **WOW CarShare Call Center** at **1-509-295-2036** for assistance.

For more information, please see also the [Post HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/"-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/) and the Parking your Vehicle section above.

**We are not responsible for any lost, damaged or stolen personal belongings left in or on a Vehicle at any time.**

*No Returns Outside the Applicable Home Building*

You will not be able to return a Vehicle or end your Trip Period outside the Vehicle’s Home Building. For greater clarity, if you pick up a Vehicle at your home location, you must return the Vehicle to it’s home location. If you do not return the Vehicle to the applicable Home Building and end your Trip Period as described in this Agreement (including the [Post-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/)), you will be responsible for additional charges as described in the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/) (for example for retrieving or returning the Vehicle to the applicable Home Building) and may also be subject to additional liability or criminal charges.

Refer to the [Glossary of Terms](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-glossary/) for definition of Home Building.

*Right of WOW CarShare to Stop Trip and Retrieve Vehicle at Any Time*

We maintain the right to remotely end a trip and/or retrieve a vehicle at any time in our sole discretion, including, without limitation, if we have reason to believe you are not fit to operate the Vehicle or are involved in any illicit activity, your payments are not processing, or we are unable to contact you. In such circumstances, you shall be responsible for all fees and costs incurred up until, and as a result of, the termination of such trip. If any of the Vehicle’s equipment is not in the Vehicle at the time of any such termination and you fail to return it to WOW Car Share promptly thereafter, you will be charged in accordance with the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

Emergency Roadside Assistance and Accidents

If you are in an emergency situation threatening your safety, call 911 immediately.

Emergency Roadside Assistance is available in case of emergency by contacting the Mondofi Call Center via tapping the Contact Helpline Button in the Mondofi Mobile Application, or contact the **WOW CarShare Call Center** at **1-509-295-2036** for assistance.

Please note that all penalties, fines, towing costs and other charges arising from Member negligence or breach of this Agreement and related documents ([Pre-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-pre-trip-info/), [Post Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/)) are subject to be charged to you along with corresponding fees as per the [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/).

You must immediately report accidents, breakdowns, defects or damages involving your rented Vehicle or its equipment to the WOW CarShare Call Center, either by calling **1-509-295-2036** or by pressing the **Contact Helpline Button** in the Mondofi Mobile Application/WOW CarShare, which will make a call from your phone directly to the WOW CarShare Call Center. You must provide us with an accurate description of events as well as all necessary information. You must follow the instructions provided to you by the WOW CarShare Call Center personnel. Unless explicitly authorized by a WOW CarShare representative, in no circumstances are you permitted to repair, attempt to repair, or authorize any other individual to repair or attempt to repair, a damaged Vehicle or otherwise alter a Vehicle in any way, including, for example, by changing a flat tire or jump-starting a Vehicle battery.

If the police attend to the scene of an accident involving your rented Vehicle, you must remain at the accident site until the police have finished making a record of the accident and must take reasonable measures to conserve evidence and mitigate any damages.

After an accident, you may only continue your trip with our explicit permission. Unless the Vehicle involved in the accident is towed away, you may only park it in an area that is sufficiently supervised and safe.

We will email you an [Incident Report](https://site.mondofi.com/accident-form/) form in the event of an accident, injury or other incident. You must promptly fill out the incident report form and send the completed incident report form to us by email.

No Warranties

**While we inspect the mechanical condition of our Vehicles regularly for safety purposes, you understand that we do not routinely inspect Vehicles after each rental has been completed. Accordingly, for your and your passenger’s safety, you are required to inspect each Vehicle before commencing a trip and complete a Pre-Trip Inspection in the app (see the “Pre-Trip Check” section above.)**

**To the maximum extent permitted by law:**

* **we do not guarantee or warrant to you, the performance, availability, reliability, quality, uninterrupted use, security, fitness for any use or purpose, pricing or operation of any aspect of your WOW CarShare membership or the WOW Ca Share program or the condition, safety or fitness of our Vehicles;**
* **we also do not make any express or implied representation, warranty or condition, (including warranties or conditions of title or non-infringement, merchantable quality or fitness for a particular purpose) in respect of any aspect of your WOW CarShare membership or the WOW Ca Share program;**
* **no advice or information, whether oral or written, obtained by you from any of our Associated 3rd Parties creates a term, condition, representation or warranty if it is not expressly stated in this Agreement; and**
* **all representations, warranties and conditions of any kind, express or implied are excluded.**

Your Responsibility to Pay for Losses and Damages

*Vehicle Damage, Loss or Theft during your Booking Period*

You are responsible to compensate us for any Vehicle Damage and lost, stolen or damaged equipment in connection with your rental of a Vehicle (whether caused by you, your Emergency Drivers or otherwise, including, for greater certainty, as a result of the failure to properly park, lock or otherwise secure a Vehicle during any stopover or at the end of a trip). This includes any damage or loss caused by accidents, vandalism, soiling, improper use of the Vehicle or your non-compliance with the terms of this Agreement or the Vehicle Manual. You are also responsible for our costs in temporarily replacing the damaged Vehicle or equipment during repairs or cleaning.

This includes all losses or damages in connection with the theft, loss, damage or improper use of a Vehicle with your WOW Car Share membership.

To the extent you are determined to be at fault by us, an insurer or a court of law in the province in which this program is operating, you are responsible for any losses or damages suffered by third parties (including, without limitation, losses resulting from the injury or death of another person and damage to real or personal property, such as another motor vehicle) arising from or in connection with your use or operation of a Vehicle. In the event you are determined to be at fault for any loss or damage suffered by a third party, you will be responsible for payment of any insurance deductible or Damage Fee required by us or any of our insurers to process their insurance claim, in accordance with the terms of this Agreement.

If you receive any payment or compensation from another person (including your own insurance provider) in connection with any damage, loss or theft of a Vehicle or equipment, you must pay such funds to us. We will apply your payment to reduce any amount you owe us in connection with the damaged, lost or stolen Vehicle or equipment.

*Your Indemnification Obligations*

Without restricting the other remedies available to our Associated 3rd Parties, you agree to indemnify our Associated 3rd Parties for any loss, liability, claims (including claims by other persons), damages, costs (including our actual costs to defend any claims and the cost of any insurance deductible or Damage Fee we pay or incur in relation to a claim relating to you or your Emergency Driver) and expenses that of our Associated 3rd Parties incur arising from or in connection with your or your Emergency Drivers’ use of the WOW CarShare program, including, but not limited to, non-compliance with the terms of this Agreement, negligence or intentional misconduct.

Insurance and Deductibles

*Third Party Liability Insurance*

WOW Tri-Cities has, in place, Third Party Liability Insurance for the Vehicles in accordance with local state law and with an insurer or insurers duly authorized to provide insurance inWA State. Copies of the terms of the Third Party Liability Insurance coverage are available in the Vehicle's glove compartment. **You and your Emergency Drivers qualify as insured under the Third Party Liability Insurance according to its terms so long as your use of the Vehicle is in strict compliance with this Agreement and the terms of your permission from us to use the Vehicle.** The policy limit of the Third Party Liability Insurance is equal to or greater than the minimum amount required by law in the province in which this program is offered, however, we reserve the right to amend the terms of the Third Party Liability Insurance, including the policy limit and applicable deductible amount, from time to time at our sole discretion and without notice to you. For more information regarding Third Party Liability Insurance, please visit the WA State Office of the Insurance Commissioner at <https://www.insurance.wa.gov/>. Arrangements for Third Party Liability Insurance does not reduce or otherwise affect your responsibility to us or any other person.

The Third Party Liability Insurance is not collision coverage, and does not cover you with respect to any damage to the Vehicle itself and your obligation to us to ensure that the Vehicle is not damaged during your rental (whether or not you are at fault). To cover damage to the Vehicle itself, we maintain Collision and Comprehensive Insurance and, in the event of a claim, will charge you a Damage Fee of up to $1,000 to cover the costs of repair, in accordance with the terms set forth below.

We make no representation or warranty as to the adequacy of the terms or policy limit of the Third Party Liability Insurance. We do not act as your agent in obtaining the Third Party Liability Insurance and we assume no responsibility for the actions of the insurer(s) and their handling of any claim. We encourage you to consult with your own insurance broker of choice should you wish to consider acquiring the protection of additional insurance coverage.

*Collision and Comprehensive Insurance*

In addition to Third Party Liability Insurance, we provide Collision and Comprehensive Insurance by self-insuring for certain losses arising from Vehicle Damage, including, without limitation, losses relating to the cost of repairing or replacing a Vehicle damaged in a traffic accident or in an act of vandalism. The Collision and Comprehensive Insurance does not cover losses for damage to any other vehicle or property and you will remain liable for any such damage in accordance with the terms of this Agreement and the applicable insurance policy, including the Third Party Liability Insurance. We may also obtain supplementary or alternative collision and comprehensive insurance policies from time to time from other 3rd party insurance providers or insurers duly authorized to provide insurance in the province in which this program operates. Copies of the terms of the current Collision and Comprehensive Insurance coverage are available upon request. We reserve the right to amend the terms and conditions of the Collision and Comprehensive Insurance, including the terms of our self-insurance underwriting and any policies provided by other insurers, at our sole discretion and without notice to you. You and your Emergency Drivers qualify as insured under the Collision and Comprehensive Insurance according to its terms and so long as your use of the Vehicle is in compliance with this Agreement and the terms of your permission from us to use the Vehicle.

You will be required to pay a Damage Fee of up to $1,000 for all claims accepted under the Collision and Comprehensive Insurance. The amount of the Damage Fee will be equal to the total cost we incur repairing Vehicle Damage, inclusive of parts and labor, up to a maximum of $1,000. However, if the circumstances in which the Vehicle Damage occurs is in violation of this Agreement, we have sole discretion to charge you a Damage Fee in excess of the $1,000 maximum. For greater clarity, in the event the total cost of such repair work is $600, the Damage Fee will be $600. Moreover, in the event that Vehicle Damage is caused in circumstances that violate this Agreement and the total cost of repair work exceeds $1,000, we are entitled to charge you a Damage Fee that exceeds the $1,000 maximum. You are responsible for the payment of such Damage Fee as set forth under "At fault Accidents, Deductibles and Damage Fees" below.

We make no representation or warranty as to the adequacy of the terms of the Collision and Comprehensive Insurance. We do not act as your agent in obtaining the Collision and Comprehensive Insurance and we assume no responsibility for the actions of the insurer(s) and their handling of any claim. We encourage you to consult with your own insurance broker of choice should you wish to consider acquiring the protection of additional insurance coverage.

*You are Responsible for Claims not Covered by our Motor Vehicle Insurance*

You are also responsible and must indemnify us for any loss, liability, claims (including claims by other persons), damages, costs or expenses in connection with your use of a Vehicle that is not covered by the motor vehicle insurance for our WOW Ca Share program or exceeds our insurance coverage for our WOW CarShare program.

We recommend that you seek other insurance protection for claims not covered by the insurance for our WOWi CarShare program.

*At Fault Accidents, Deductibles and Damage Fees*

If a court, a responsible government agency or our insurance provider determines that you or one of your Emergency Drivers is fully or partially at fault for an accident in connection with your use of a Vehicle your membership may be suspended or terminated at our discretion.

Further, you must indemnify us for any deductible or Damage Fee we have to pay or otherwise incur in relation to any claim processed using our Third Party Liability Insurance, Collision and Comprehensive Insurance, or other insurance providers in connection with any accident or claim in connection with the use of any Vehicle by you or your Emergency Drivers.

Limitations on Our Liability

In addition to any other limitation listed elsewhere in this Agreement, we will not be liable to you or any other person, to the maximum extent permitted by law, for:

* any indirect, consequential, incidental, special, aggravated, punitive or exemplary damages directly or indirectly arising from or in any way related to this Agreement, your WOW Car Share membership, the WOW Car Share program or any of its features, services or any other part of it (including Vehicles, reservations, your member account, the WOW TriCities website, the Mondofi Mobile Application/WOW CarShare, and our WOW CarShare Call Center by phone at **1-509-295-2036**, including loss of profit or revenue, financial loss, loss of business- opportunities, breach of privacy or security, property damage, personal injury, or any other foreseeable or unforeseeable loss, no matter how it was caused, even if we were negligent or were advised of the possibility of such damages;
* the performance, availability, reliability, operation, quality, or pricing of any part of the WOW CarShare program;
* the condition, safety or fitness for use of our Vehicles;
* any error or omission in the operation or management of any part of the WOW Car Share program;
* any lost, stolen, damaged, or expired identifiers, passwords, codes, benefits, discounts, rebates, credits or promotions; or
* the denial, restriction, suspension, disruption or inaccessibility of your WOW Car Share membership or your participation in any part of the WOW Car Share program.

When your WOW Car Share Membership may be Suspended or Terminated

*We may Suspend or Terminate your WOW Car Share Membership at Any Time*

We may immediately suspend or terminate this Agreement, your WOW Car Share membership, your participation in the WOW Car Share program or your ability to use any part of the program (including the rental or use of Vehicles) at any time in our sole discretion for any reason whatsoever, including in any of the following circumstances:

* if you do not comply with any of the terms of this Agreement;
* if you are charged with, or convicted of, a Criminal Traffic Violation;
* if you have six or more driver penalty point or similar driver demerit points at any time during your WOW CarShare membership;
* if, at any time during your WOW CarShare membership, you have received three or more Traffic Violations during the preceding two-year period;
* if you no longer have a valid Driver’s License;
* if you are found fully or partially at fault for an accident;
* if you do not inform us about an accident;
* if you do not inform us of any of the events described in the “Changes in Status” section above;
* if you no longer have an active email address or mobile phone number; and
* if we experience any problems with your credit card or any other payment method or if you do not pay any amount owed to us when due;
* if we have reason to believe (in our sole discretion) that you may be, or have been, involved in any criminal or otherwise improper activity, including, but not limited to, fraud in relation to the creation or use of WOW CarShare member accounts and using a Vehicle in furtherance of any illicit activity.

If we decide to terminate this Agreement and your WOW CarShare membership, we will send you a notification email to the email address you have provided to us.

You may also cancel this Agreement and your WOW CarShare membership at any time. We require that you confirm your cancellation in writing.

*What Happens When your WOW Car Share Membership is Suspended or Terminated*

When your WOW CarShare membership, your access to the WOW CarShare program, or this Agreement is suspended or terminated, you will no longer be able to reserve or access any of our Vehicles. We will also deactivate other features or functions of your WOW CarShare membership.

In case of a suspension, we may reinstate your WOW CarShare membership or your access to the WOW CarShare program as we consider appropriate or if we are satisfied that the reason for the suspension no longer exists. You will be responsible for obtaining and providing to us any information that we may consider necessary or useful to determine whether the reason for a suspension has disappeared. This may include providing us with an updated copy of your official driving record. We may also decide to terminate your WOW CarShare membership and this Agreement at any time.

*Some of your Duties Continue after Suspension or Termination*

Even if this Agreement and your WOW CarShare membership have been suspended or terminated (regardless of the reason therefore), you must still pay for any amount you owe for fees and other charges, damages and indemnification under the terms of this Agreement.

How to Contact Us

Your feedback is important to us. If you have any questions or concerns about this Agreement or the WOW CarShare program, or if there are any errors that you wish to correct, please contact us by any of the following methods:

* calling us toll free at **1-509-295-2036** (cell phone prices may vary according to your cell phone provider);
* sending us an email at contact@mondofi.com;

You can also log into your Mondofi Mobile Application/WOW CarShare to update or correct your personal, contact, payment or other account information.

Protecting Your Privacy

We will collect, use and disclose your personal information only in accordance with our [Privacy Policy](https://site.mondofi.com/mobile-app-content/mobile-app-content-privacy/). Calls to our WOW CarShare Call Center may be recorded.

General Matters

*Interpreting and Enforcing this Agreement*

This Agreement will be interpreted in accordance with the laws of the State of Washington without regard to the conflict of law rules that would require the application of different laws.

In the event of any contradiction between this Agreement and the other Documents, this Agreement will prevail. Each provision of this Agreement must be interpreted in a way that is legally valid. If a court determines that any provision is invalid, the rest of the Agreement will remain in full effect.

You confirm that you have not relied on any advice, information, representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those expressly set out in this Agreement.

*WOW CarShare Membership is not Transferable*

Your WOWi Car Share membership is personal and only for your benefit. It cannot be transferred to or shared with any other person and no other person may claim rights under this Agreement other than your successors. Moreover, you cannot transfer or assign any or all of your rights under this Agreement.

*Assignment of our Rights*

We may, at any time, sell, transfer or assign any or all of our rights or duties under this Agreement. If we do so, we can share information concerning your Mondofi Car Share membership with prospective purchasers, transferees or assignees. In any such case, we will ensure that they are bound to respect your privacy rights in the same way we are.

Related Documents

* [Glossary of Terms](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-glossary/)
* [Terms HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-terms-conditions/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-terms-conditions/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-terms-conditions/"& HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-terms-conditions/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-terms-conditions/" HYPERLINK "https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-terms-conditions/" Conditions](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-terms-conditions/)
* [Privacy Policy](https://site.mondofi.com/mobile-app-content/mobile-app-content-privacy/)
* [FAQ](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-faq/)
* [Rate Schedule](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-rate-schedule-parque-langley/)
* [Pre-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-pre-trip-info/)
* [Post-Trip Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-post-trip-info/)
* [Insurance Info](https://site.mondofi.com/mobile-app-content/mobile-app-content-car-share-insurance-info/)
* [User Guide](https://site.mondofi.com/mobile-app-content/car-share-user-guide/)