

**GENERAL TERMS AND CONDITIONS**  
**of SPARK cars rental**  
**valid from {agreementDate}**

**I. TERMS AND CONDITIONS FRAMEWORK:**

**1. Parties Information:**

Surname: {personFirstName}

Name: {personLastName}

CNP: {personPersonalCode}

Citizenship: {personCitizenship}

Residence address: {personResidenceAddress}

Mobile Phone Number: {personMobilePhoneNumber}

E-mail Address: {personEmailAddress}

hereinafter referred to as the **Customer**

and

SPARK CAR SHARING SRL, a Romanian legal person, with legal personality, headquartered in Romania, Bucharest, 1st District, Calea Floreasca no. 175, 5th floor, side B, website: www.espark.ro, registered at ORC Bucuresti under no. J40 / 17015/2018, CIF: 40219027, hereafter referred to as the **Company**.

**2. Preamble:**

2.1 The company offers environmentally friendly car sharing services with fully electric vehicles in Bucharest.

The company offers to its customers the SPARK application, accessible on mobile, which makes it easier to book the electric vehicles, accessibility and billing information being just a few clicks away. Usage of the SPARK service is per minute, within the limit of the allotted daily mileage, allowing Clients to manage both travel and expenses.

2.2 These General Terms and Conditions (hereinafter GTC) govern the contractual relationship between the Company and the electric vehicle driver (hereinafter referred to as the Client) using the SPARK application for the utilization of the electric vehicles (hereinafter referred to as the Service).

The application allows registration and access to a customer account, information about the vehicle's availability and accessibility based on the Customer's area, information regarding the available charging points, pricing of the service, and other information regarding the Service.

2.3 GTC do not apply if they are contrary to the mandatory provisions of the applicable legislation. Together with the GTC, the relevant provisions of the Consumer Protection Law are also applied.

2.4 By using the Service and registering an account, the Customer acknowledges that he is bound to comply with the GTC, in their current version. If the Client does not wish to abide by the general terms and conditions, he will not be allowed to use in any way the service provided by the Company.

2.5 The Company reserves its right to change and update at any time the content of the Website, the Application, and the Terms of Use (GTC) without any prior notice. The continuous use of the Service will be considered the acceptance of any content, in updated form.

2.6 The company reserves the right to select its customers.

2.7 In the event of divergence or misunderstanding between the Company and the Client, the Terms and Conditions valid at the time of the Client's registration shall apply.

- 2.8 The download of the mobile application followed by the registration of the account (filling in the form) is equivalent to reading, understanding and acceptance by the Customer of the terms and conditions below having the data thus recorded.
- 2.9 Checking the selection ACCEPT TERMS AND CONDITIONS by the Customer is equivalent to reading, understanding and accepting the terms and conditions.

BY REGISTERING AN ACCOUNT AND SELECTING THE "ACCEPT TERMS AND CONDITIONS", the Client guarantees that he:

- 2.9.1 IS AN INDIVIDUAL PERSON, of at least 19 years of age and has a B-category driving license since at least 12 months prior to the moment of registration; The driving license accepted by the Company must be issued only by the competent authorities on the territory of Romania (Romanian driving license) or EU (international driving license), without other additional formalities. The Company reserves the right to refuse the registration of the Client in the mobile application and the use of the service, based on other documents than those expressly requested in these TCG, as they are but not limited to: other types of driving licenses (issued by the authorities from countries other than Romania or the EU, including but not limited to: Great Britain, the Republic of Moldova, Georgia, etc., for other categories of vehicles, etc.), replacement evidence of official documents, documents containing visible changes, erasures, inappropriate data, etc .. The company reserves the right to select its customers;
- 2.9.2 PROVIDED CORRECT AND REAL INFORMATION, including any kind of payment information required; Will update correctly and permanently any of the provided information;
- 2.9.3 AGREES REGARDING THE PROCESSING OF PERSONAL DATA BY COMPANY FOR THE CORRECT FUNCTIONING OF THE SERVICE. By registering the account, the Customer unequivocally expresses its consent for further processing of personal data for purposes similar to those for which it was made available to the Company, in full accordance with the General Data Protection Regulation (GDPR);
- 2.9.4 WILL RESPECT ALL AND ANY TERMS AND CONDITIONS, THEIR CONFIDENTIALITY, AND ALL INTELLECTUAL PROPERTY RIGHTS, which the Service provided by the Company engages;
- 2.9.5 HAS THE AUTHORITY TO USE THE SERVICE ACCORDING TO THIS AGREEMENT (GTC). If the Customer does not agree with the terms and conditions or any other provision / modification of this Agreement (GTC), the only option to express this by not to registering the customer account.

### **3. Definitions:**

- 3.1 Client: a natural who has a firm intention to use the Company Service through a customer account registration.
- 3.2 GTC : the contractual relationship between the Company and the electric vehicle driver (hereinafter referred to as the Client) using the SPARK application for the utilization of the electric vehicles (hereinafter referred to as the Service).
- 3.3 Contract: This agreement between the Company and the Client under a system of temporary use of an electric motor vehicle and a distance payment system, organized without the simultaneous physical presence of a representative of the Company and the Client, with the exclusive use of one or multiple means of distance communication, until and including when the agreement is concluded.
- 3.4 Enclosing Contract: Submitting the Account Registration Form by Client, with the express acceptance of the GTC, implies full acceptance by the Customer of the Terms and Conditions and constitutes the unequivocal acceptance of the Company Contractual Proposal under Art. 1196 of the Civil Code.
- 3.5 Service: available on the Company's website and found in the Application accessed by the Customer, regarding the temporary and cost-effective use of an Electric Vehicle.

- 3.6 Bonus points: facilities granted for the constant use of the Service by Clients ; apply for every 1 leu paid for renting a Spark car (1leu = 1point); each type of Vehicle corresponds to a certain minimum bonus point, which is valid for the possibility of free use of the Vehicle by the Customer for one day (24 hours); the valability of bonus points accumulated by the Client has a maximum validity of 24 months; can not be combined with other loyalty / voucher campaigns initiated by the Company.
- 3.7 Application: A program typically intended for a mobile device that runs on a specific operating system (e.g., Android) is downloaded for free and enjoys copyright protection; is also an active and integrated system of various information that contains on the one hand the Client's profile (data to the Customer, including payment data), the Company's services (services already used by the Customer, the services they can use, the list of cars) , maps (indications on the availability of motor vehicles); The application can be accessed at any time (24 / 24-7 / 7) and anywhere (Bucharest) by the Client, only on the basis of the criteria required for creating the client account (Customer name and password); At the same time, it is the only tool for requesting, obtaining, at the cost of using one of the Company's Vehicles and other services, within the terms and conditions specified in the request and the present GTC.
- 3.8 Client account: Integrated and active information system for Customer data, Company data, Company services and other specific details; the Client's account is only possible on the basis of the requested criteria (Client name and password) and acceptance of the present GTCs.
- 3.9 Vehicle: the mobile property with propulsion, owned by the Company, which is provided by that Customer for temporary use, based on the express request of the latter, directly released from its own application, in accordance with the terms and conditions set forth in these GTC; The vehicle owns an electronic system that records and delivers to the Customer the mileage, the period of use, and other data relating to the vehicle and its use, against which the charging of its use is applied.
- 3.10 Vehicle Date of Use: The time period from unlocking the vehicle by selecting the "Unlock" command in the Application until the vehicle is returned to the specified location and the "Finish Travel" selection in the Application.
- 3.11 Range (Coverage area): public and accessible areas, marked in the mobile application, from which Spark vehicles can be rented (car rental sessions can be initiated and completed);
- 3.12 Charging Station – Vehicle electric charger, located at places indicated in the Mobile Application;
- 3.13 Other services: Maintenance of motor vehicles (major and current repair services, technical services), compulsory insurance for the vehicle owner and vehicle insurance, all necessary materials for the operation of the vehicle (e.g. electricity, windscreen washer).
- 3.14 Pricelist: charges for car use services and other services, other taxes, all provided on the Company's website and in the mobile application.
- 3.15 List of penalties: amounts due by the Client for defective, inappropriate use of the Vehicle (Annex 1 to this)
- 3.16 Confidential Information: Represents any information relating to professional secret and any other information to any of the Parties including, but not limited to, the existence and content of this Agreement.

#### **4. Interpretation:**

- 4.1 The TCG is interpreted according to the concurring will of the Parties, based on the purpose of the contractual relationship.
- 4.2 The TCG clauses susceptible of several meanings are interpreted in the sense that best suits the nature and object of the present TCG.

- 4.3 If, after the application of the interpretation clauses provided above, there are unclear clauses, they will be interpreted in favor of those who undertake.
- 4.4 The words "from here," "herein and" or similar words shall be construed to refer exclusively to this Agreement, unless otherwise stated, as a whole, and not as an individual provision of this Agreement; Any reference to chapters, titles, articles, paragraphs, appendices hereof is the sole reference of this agreement.
- 4.5 In the present Agreement, except contrary provision, the words in the singular form will include the plural form and vice versa, where this is allowed by the context; Where a word or phrase is defined in the present, each of its other forms of grace will have a corresponding meaning.
- 4.6 The words "Company", "Customer", "Party" shall be interpreted to include any or all natural or legal persons - Contracting Parties.
- 4.7 Whenever the words "include" and "including" are used in this agreement, they must be followed by "without being limited to".
- 4.8 This Agreement shall include any Preamble and attachments hereto, and the references to provisions and appendices are references to the terms and conditions of this Agreement, and attached attachments (eg Privacy Policy) to this Agreement form an integral part of this Agreement.
- 4.9 The term "day" or "days" or any reference to days are calendar days, unless otherwise specified.
- 4.10 In the event of a conflict between the version of present GTC in Romanian and in English, the Romanian GTC content shall prevail.

## **5. Object of GTC – SPARK Services:**

- 5.1 The object of this GTC is the provision by the Company of the temporary rental of autovehicles on which the Company has the ownership and / or legal possession, as well as of other services, presented on the Company's website and in the Application mobile, in favor of the Customer, registered with the Company evidence, by creating the Client account and using the related Application. The Customer will use and pay the rental of the rented car in the terms and conditions presented on the Company's website, Mobile Application and GTC.
- 5.2 In order to create the Client account, the person who intends to use the Spark services, will send, in compliance with the GDPR Regulation, through the mobile application Spark the scanned bank card and the two-sided driving license, as well as a facial scan. Subsequently, facial recognition will be performed in the application. If the verification of the data transmitted by the Customer is not possible, for any reason, he will be able to enter them manually (double-sided driving license, identity cards / passport / registration certificate / residence permit as the case may be). In the absence of any data or documents mentioned, the Company reserves the right to refuse to register the Client's account. The company assures the Client that it will store, collect, process data and documents of the Client, in compliance with the GDPR Regulation.
- 5.3 Upon termination of this Agreement, the Customer confirms the login data of the client account and the mobile application. The customer will protect the login (including password) from the client account and the mobile application and will immediately inform the Company in the event of their loss, the Customer being the sole responsible for their protection, recovery and security.
- 5.4 The procedures for managing the option, vehicle reservation, vehicle use procedure, vehicle inspection conditions, conditions for vehicle defects and incompatibilities and other conditions related to car rental and service are provided in the Rental and Performance Regulations of the services of this agreement and are published in the mobile application and on the website. The Company has the right to unilaterally modify the Rental and Service Regulations by notifying the Customer of a new Regulation, via e-mail. Continued use of the vehicle will be considered acceptance of the Regulation as updated.

- 5.5 After the enclosing of this agreement and accepting the GTC, the Customer will be able to use the Company's services, as per the Regulation, through the mobile application or customer account.
- 5.6 This Agreement will be considered an irrevocable agreement between the Company and the Customer as long as the Customer is registered with the Company through the Customer Account. The parties take note of and accept that Customer's instructions made through the use of the mobile application or client account have the same binding legal effect as the signature on the written documents and constitute valid court evidence or any other legal proceedings.

## **6. Terms of Use of the Vehicle:**

- 6.1 Throughout the period of rental, the Customer will use the vehicle as a prudent and diligent owner and will use it for lawful purposes only on the territory of Romania under the terms and conditions of the GTC, without contradicting the requirements of the Regulation.
- 6.2 The customer must comply with the vehicle's operating requirements, the manufacturer's instructions and recommendations on the vehicle, the rules for road traffic laid down by normative acts and the requirements of other applicable legislation, to which they must be informed in advance. The operating requirements of the vehicle, although not mentioned in the GTC, are common to the use of the vehicle.
- 6.3 Each vehicle has a vehicle ignition key, a vehicle registration certificate, RCA insurance and is equipped according to the specifications of each type / mark of the car, including a type 2 power cord; if the Customer intends to electrically charge the Vehicle at a domestic outlet, the Company will provide him with the schuko type power cord, its delivery being made only at the Company's headquarters, based on a Delivery-Receipt Report.
- 6.4 Before the vehicle is taken over, the Customer must inspect it, check for visible external or internal irregularities, and verify the existence of the items listed in Art. 4.6. If Customer reports irregularities, he will immediately inform the Company and will not use the vehicle before receiving a response from the Company. Otherwise, it will be considered that all irregularities occurred during the period in which the Customer uses the vehicle, and the Customer is responsible for any unsigned and unspecified irregularity.
- 6.5 After using the vehicle, the Customer will return it to the Company at the location indicated in the Regulations and in the take-over status, except for the normal wear and tear associated with the period of use.
- 6.6 In the event that the vehicle is lost, destroyed, damaged or decomposed, and if circumstances arise which impede the possession and use of the vehicle, the Customer is obliged to immediately inform the Company and the competent authorities, so as to be without limit to: police organs, fire brigade, ambulance, etc.
- 6.7 Without the prior written consent of the Company, the Customer has no right to sublet the vehicle, transfer his rights and obligations under the agreement or transfer the vehicle and authorize / create conditions for another person to use the vehicle. The Customer has no right to use, directly or indirectly, through intermediaries, in any form, the Vehicle for commercial purposes (as they are but not limited to: ride-sharing activities, taxi, transport of goods and / or persons for commercial purposes, advertising activities, etc.). The Customer agrees to pay the Company the amount of 5,000 (five thousand) lei in case of violation of this clause, as damages, as well as any compensation, if by unauthorized use for commercial purposes of the Vehicle rented by the Customer, it violated the legal provisions of the laws in force (as they are given without being limited to: the regime of taxes and duties, the regime of commercial activities, the regime of traffic on public roads, etc.), caused damages, injuries and any other consequences directly or indirectly from the Client's deed.

## **7. Statements:**

- 7.1 By accepting the GTC, the Customer declares on his own responsibility that the data provided to enclose the present Agreement are true, correct and complete. In case of changing the data in the registration form, the Client undertakes to update this data immediately. Under no circumstances the Company will not be liable for damages suffered by the Customer and / or third parties due to inaccurate and / or incomplete personal data provided by the Customer or the non-observance and completion of such data after they have been modified.
- 7.2 By accepting GTC, Customer declares that he is fully familiar with and agrees with the GTC, the Agreement and the Regulations, all and any conditions being clarified.
- 7.3 By accepting the GTC, the Customer declares that he has acknowledged and agrees with the consequences of non- performance, delayed or defective execution of the obligations set forth in the Customer's duties, including but not limited to sanctions, grounds for termination of the agreement, reasons and claims damages procedures.
- 7.4 By accepting GTC, Customer declares that he is fully familiar with the potential risks of using electronic flows.
- 7.5 By accepting GTC, the Customer expresses his consent to the Company to process personal data (provided by Customer and received by third parties) by automated means or by other means for the purpose of administration and execution this Agreement. Customer's personal data will be processed for the purpose of direct marketing only upon receipt of the Customer's consent, acceptance of the GTC and the Privacy Policy. Detailed information about the data processed by the Company is published in the mobile application and on the website.
- 7.6 By accepting the GTC, the Customer agrees that, during the conclusion and execution of the agreement, the Company shall have the right to collect, evaluate and otherwise manage all available Customer data (including but not limited to personal code, credit rating, etc.) for the purpose of verifying the solvency, management and / or debt collection. In the event that the Customer fails to fulfill his financial obligations under the agreement and does not eliminate the infringement of the present GTC, the Company is entitled (in accordance with the legislation on data processing and transfer procedures) to publish these circumstances and / or to transfer the personal data of the Client (including, but not limited to the personal identification number) to persons with legitimate interest, competent authorities, administrators of common data files, for the purpose of managing and / or collecting debt. The Company fulfills its contractual and legal obligations on the basis of the data indicated by the Client. At any time upon submission of the personal identification document, Customer may request access to personal data processed by the Company, correct inaccurate data, and object to the processing of personal data, or may request removal of the personal data in accordance with the procedures and for the reasons stated in the law.
- 7.7 By accepting the GTC, Customer acknowledges to the Company the right to enforce procedures for the execution of amounts owed due to the use of the Company's services, including the transfer of receivables to a third party (debt collection company, etc.) without the Customer's consent. The Company's additional costs associated with debt recovery will be reimbursed at Customer's expense.
- 7.8 By accepting the GTC, Customer acknowledges the Company's right to present data and personal information to data recipients, partners of the Company located and operating in and / or beyond its territory (both in the European Union and other countries), but only for the purpose of the proper conduct of this Agreement or of the Company's agreements with the respective partners.
- 7.9 By accepting the GTC, the Client declares that he is informed of the option to oppose the processing of personal data for direct marketing purposes, as well as of the other rights related to the processing of personal data.

- 7.10 By accepting the GTC, the Customer declares that he is familiar with vehicle insurance rules, uninsured events and cases where the insurance company has the right to refuse to pay or reduce the insurance benefits. The customer shall pay immediately and in full the fine provided in Annex TCG - fines.
- 7.11 By accepting the GTC, the Customer declares that he is informed of the cases in which the insurer may file legal actions against the responsible person in accordance with the vehicle's insurance rules.
- 7.12 By accepting the GTC, the Customer declares that he is informed of the right to provide travel services through the authorized Motor Vehicles of the Company and only with his prior written consent. The customer knows that by using the Company's vehicle to provide travel services, shall pay immediately and in full the fine provided in Annex TCG - fines.
- 7.13 By accepting the GTC, the Customer confirms that he is fully familiar with the principle of operating the car system with the data collected and transmitted by him as well as with the types of such data and does not object that such data be collected and used for the purpose of fulfilling this agreement; The Customer agrees with the data provided by the Vehicle System and that these data will be used and considered credible when calculating the rental charge. The Client also agrees that such data may be used as valid evidence in court proceedings or other legal proceedings.

## **8. Validity of the GTC:**

- 8.1 This Agreement enters into force at the time of explicit and implicit acceptance of Customer Account registration and will remain in force for an indefinite period of time.
- 8.2 The Customer has the right to unilaterally terminate this agreement without addressing the court through a written notice to the other party at least thirty (30) days before the date of termination under the condition that the communication notification from the request cetarea the contract has executed all and any contractual obligations.
- 8.3 Upon notice of termination of this Agreement, the Company has the right to immediately suspend its execution, cancel the Customer's reservations and block access to the mobile application or customer account if the Customer does not comply with the terms of the agreement and / or the Regulation.
- 8.4 The Company reserves the right to terminate this agreement unilaterally, including deactivation of the Client's account, without recourse to the court by a written notification sent to the Client in maximum 24 (twenty-four) hours before the termination date, without any prior notice, if that the Client violates essential provisions of this agreement, and the Company has informed them, by any means of communication. The following are considered essential provisions: delay in the payment of any amount due for more than 10 (ten) calendar days; repeated failure to perform or improperly perform any of the obligations of this Agreement; if the Customer uses the vehicle without complying with the Regulation or intends to perform unfair actions that are harmful or may damage the performance of the vehicle, system and / or mobile application

The provision of false or inappropriate data, information and documents to the Client entitles the Company to immediately deactivate, without any prior notice, the Client's account and to apply the corresponding pecuniary sanction, provided in the annex.

- 8.5 Termination of the Agreement shall not affect the validity of the provisions of the Dispute Settlement Understanding and other provisions, provided that these provisions, in their essence, remain valid after the conclusion of the Agreement.

## **9. The payment:**

- 9.1 The customer pays the Company for the use of the vehicle in accordance with the actual prices at the time of booking during its rental period, which are presented on the website [www.espark.ro](http://www.espark.ro) and in the mobile application SPARK according to the price list available on the website [www.espark.ro](http://www.espark.ro), as well as in mobile application. The invoice regarding the rental price of the vehicle is issued only to the Customer, registered in the mobile application, including the situation of using a bank card, for the payment of rental services, the holder of which could be different from it. The rental price of each vehicle, related to the rental period, will be individualized in the invoice issued by the Company and sent to the Customer at the beginning of each month for the previous month in which the vehicle was used.
- 9.2 The Client pays to the Company a fee for verifying the conformity of the data and documents sent in the mobile application, in a fixed amount, respectively 15 (fifteen) lei, which will automatically turn into a voucher (a cost reduction with a determined value), having the value registered in the mobile application, which the Company grants to the Client only once for the races performed by the Client with Spark vehicles. The verification of data and documents is performed by the Company respecting the confidentiality of the Client's data and GDPR, with the help of the Company's employees and the Company's partner service providers (payment provider), so that the fee charged is used by the Company to pay for services. verification. The Client accepts that he cannot oblige the Company in any way to return the verification fee, regardless of the reason.
- 9.3 The period of use of the vehicle begins when the vehicle is unlocked by selecting the "Unlock" command via using the mobile application and have the customer account and ends when returning the vehicle in the coverage area location from the mobile application specified in the Regulation, by selecting the "Lock" command using the mobile application and the customer account.
- 9.4 Payment for the car rental service and other services, if any, will be made immediately after the use of the Service, by ordering payment by the Company, based on GPS data on the use of the Service (distance, km traveled, period of use), having the payment card data registered in the application or the customer account, through the electronic payment provider. By booking the vehicle, the Client confirms the electronic payment method and that there are sufficient funds in the account related to the card details, registered in the application or the client's account. At the same time, by entering the bank details by the Client, he assumes the payment method, as well as any responsibility regarding the following situations but not limited to: non-payment of the service due to non-existence of funds or other situations, legal possession of bank details provided, etc. The company does not assume any responsibility for any disputes between the user of banking data (Customer) and the rightful owner of banking data and reserves the right to ask the Customer to pay compensation in case of receiving any categories of complaints (notification, complaint, notification, court action etc.) by the rightful owner of the bank details.
- 9.5 The customer agrees that the payment instrument (payment card) registered in the mobile application or the customer account must allow automatic withdrawals from the account connected to the card. The amounts for the services provided will be automatically debited from the card registered by the Customer, starting with the moment of reaching the threshold value corresponding to each type of vehicle or with the end of a period of 4 hours from the beginning of the rental session or the end of the rental session of the Vehicle, but not later than 24 hours from the beginning of the session. In case of failure of automatic withdrawals from the linked card account, within a maximum of 24 hours, due to insufficient funds in the bank account, the Company will inform the Customer. If after this time, the Company still cannot withdraw the amount related to the rental of the Vehicle by the Customer, the



Company reserves the right to apply a delay penalty of 0.1%. If in maximum 3 (three) days from the date of use of the Service, the Client does not pay its equivalent value, the Company reserves the right to initiate the required legal actions, to recover the amount due and the related penalties; the amount of the penalties may exceed the amount of the principal debit.

- 9.6 The payment amounts for the Customer are calculated by the Company in accordance with the data registered in the mobile application, as well as with the data from the vehicle's GPS system, Upon receipt of the invoice, the Customer is obliged to verify the correctness of the data, including the amounts entered in its content, and in case of errors, to inform the Company within 48 (forty-eight) hours of communication of the invoice, otherwise, The parties will consider the invoice issued by the Company as valid and correct.
- 9.7 The customer knows and agrees that unlocking or locking the vehicle (each action separately) may take up to 1 (one) minute due to network operators, and this duration is included in the rental period of the vehicle, not subject to an additional charge of hire.
- 9.8 If the Customer does not pay any amount due for the services used, fails to return the vehicle in the coverage area or in case of other violations of the agreement or Regulation, the Company has the right to block the Client's access to the customer account and / or block use of the vehicle (blocking the ignition / access of the vehicle) until all breaches of the Customer are remedied.
- 9.9 The Company authorizes, and the Customer accepts that in case of continuous use of the rented vehicle, respectively the Customer did not close the session of its use, reaching the maximum amount allocated per day, for each type of vehicle, according to information in the mobile application, the Company will request immediate payment for the use of the service.
- 9.10 If in the conditions mentioned in art. 8.9 The Customer continues to use the service without immediately making successful payment for the use of the service continuously for an interval of 24 (twenty-four) hours, the Company is entitled to consider the use of the service by the Customer in an unauthorized manner. By the unauthorized use of the vehicle by the Customer, he implicitly agrees to bear the legal consequences of unauthorized use and the legal measures required, as they are but not limited to: payment of penalties for late payment of service used, blocking access to the service used by the Client, the recovery of the vehicle, the notification of the competent bodies regarding the crime of theft or other crimes that characterize the illicit deed of the Client, etc.
- 9.11 If the vehicle cannot be used by the Company, due to the Client's fault, when he stole / lost the vehicle access key, the Client undertakes to pay in full and immediately the fine provided in the list of sanctions.
- 9.12 If the Customer deletes the account or any identification data, as they are but not limited to: name, contact details, identification documents, bank details (bank account), without informing the Company in advance, the latter does not assume any responsibility for any consequences that may result directly or indirectly from these actions of the Customer. Also, if the Customer deletes the account or any identification data / documents, as mentioned above, if it records outstanding amounts in the Company's records, the latter reserves the right to apply a penalty. equal to the value of the amount due, as well as to take all the legal measures required to bring to the civil and / or criminal liability of the Client, for the recovery of the damage caused to the Company by this deed.
- 9.13 The company may modify the price list unilaterally and will notify the Customer about its update directly in the mobile application and on the website.

- 9.14 If the Company has the obligation to return any amount to the Customer, unless the parties agree otherwise, these amounts will be returned to the bank account, with the details of the payment card registered in the mobile application or customer account, from which the payment was made by the Customer.
- 9.15 If the Customer becomes eligible, according to the conditions of loyalty campaigns, for the application of discounts, they will be deducted proportionally from the amounts due for renting the vehicle and using the services, within the terms and conditions provided by each such campaign.
- 9.16 The company executes the eGO loyalty program, through which the Customer is awarded one (1) eGO point for every 1 leu paid for renting a Spark car. The customer can examine the amount of eGO points collected in the mobile application or in the personal account on the site. The customer has the right to exchange and convert the eGO points collected into prize-vouchers, more information being published in the mobile application and on the site. The collected eGO points are valid for 24 months from the first fully paid rental session; vouchers resulting from the conversion of eGO points are valid for 3 months from the date of their conversion. If the Client does not use the collected points or the vouchers within the established time limit, they will be canceled and will automatically expire, without the possibility of modification or extension. The company reserves the right to change the terms of the loyalty program without notifying the Customer in advance. The company has the right to terminate the loyalty program for any reason, by prior notice to the customer.
- 9.17 For non-compliance with these GTC, including the Terms of Use, when using the Company's application and / or service, the Customer agrees to pay in full and immediately an appropriate penalty, the amount of which is set out in Annex 1 to the GTC.

## **10.Rights and Obligations of the Parties:**

### **10.1 For the Company:**

- 1.Provides the services requested by the Client under the agreed terms and conditions, in compliance with the legal norms in force;
- 2.Ensures the human, material, technical and other resources necessary to present the services, as well as make them available to the Client;
- 3.Has the right to full and timely payment of services provided under this Agreement;
- 4.A re right to use any and all of the data and information that becomes aware during the execution of the contract period in order to achieve the objectives of this contract;
5. The Company assures the Client that the vehicle reserved by the Client, in order to rent it, is in the coverage area of the mobile application;
- 6.The Company's obligations and responsibilities to the Client are exclusively those defined in this Agreement; for this reason, in case of breach or non-fulfillment of the contractual obligations imputable to the Company, it is not responsible for a higher amount than the amount paid by the Client for renting the vehicle or using the services.

### **10.2 For the Client:**

- 1.Ensure the payment of the value of the contract in accordance with the provisions of this Agreement;
- 2.Forward to the Company all correct and complete information regarding personal data, vehicle usage information, in situations that generated losses;
- 3.It responds to the reality and accuracy of the information submitted when registering the customer account and booking and using the vehicle, as well as in any other situation;
- 4.Announce the Company immediately on possible non-conformities of the rented vehicle vehicle;
5. Notify the Company of any accident in which the rented vehicle was involved, whether or not it was caused by its fault; In the event of a minor accident, which

resulted in minor material damage to the body, bumpers, headlights, mirrors. The client undertakes to immediately complete the formalities for concluding an amicable finding together with the driver of the other vehicle involved or for notifying the police; otherwise, the Client undertakes to pay to the Company immediately and in full the amount of 500 lei, representing the penalty for non-compliance with this obligation, to which will be added the corresponding sanction established in the annex.

## **11. Liability:**

- 11.1 The Client is fully responsible for the Vehicle for the entire period of its use, including but not limited to the Vehicle's goods, the Client's own goods; The Client will not claim compensation and will not hold the Company accountable for goods lost or forgotten during or after the use of the Vehicle.
- 11.2 The Client is not liable for damage caused by the vehicle, which occurred during the period of use, regardless of the will, action / inaction of the Client or usual wear, provided that it has informed the Company immediately and to take into account and to perform the instructions provided by the Company. To repair damage to the vehicle company you apply the rule "last use", reserving the right to take legal proceedings against the customer who used the last time the vehicle if it has reported no irregularities of the car's condition before starting the session of rental, and if during the use of the Vehicle the Customer did not notify the Company any incidents and / or accidents.
- 11.3 If, during the period of use of the motor vehicle, the vehicle is damaged or lost (including, but not limited to, the confiscation, lifting, looking of the vehicle), the goods (including documents) or components of the vehicle are lost or damaged (eg contact key), the Customer undertakes to pay immediately and in full all fines, including fines applied by Spark, and all taxes, including car transport taxes, to compensate for all damages and losses, if they are not compensated by the insurance company that insured the vehicle. In this case, the reasons for which the insurance company does not compensate for the respective losses have no influence on the Client 's obligation of indemnification (unconditional deduction, uninsured event, etc.).
- 11.4 If after use of the vehicle, its body or interior is dirty than for normal use (both inside and outside), Customer repays the costs of car wash and / or interior cleaning.
- 11.5 If during the use of the vehicle, it is seized, detained or any other rights in the vehicle are lost or restricted, Customer must comply with all other conditions of the Agreement relating to this vehicle until the vehicle is returned to the Company. Also, the Customer must compensate for any losses incurred by the Company as a result of the occurrence of these circumstances.
- 11.6 The client notes and accepts that the rented vehicle is equipped with: access key, power cord, vehicle identification documents (registration certificate, RCA insurance), operating instructions manual and other objects specific to each type of vehicle mentioned in the instruction manual.
- 11.7 The Client assumes full liability for violating legal acts and for damage caused to third parties during the Vehicle Use Period. If the Customer misuses the vehicle or violates this agreement in any other way, which will result in the payment of additional amounts (eg taxes or penalties to state institutions or third parties, etc.), he will reimburse of amounts to the Company. The Customer confirms and agrees that all personal data of the Company's past Company Rate may be transferred to public authorities, bailiffs and / or other persons for the purpose of payment and debt collection.
- 11.8 Upon request of the Company, the Customer will pay to the Company a penalty equal to EUR 30 for the performance or violation of any action specified in the Contract or

in the Rules, provided that this agreement and other appendices do not impose a different penalty or sanction for the breach said.

- 11.9 If the Agreement does not set any other time, the Customer shall pay to the Company, within 10 (ten) calendar days, any amounts resulting from the application of damages, fines, legal fees, late payment interest, compensation and other amounts.
- 11.10 For each day of delay of payments due to the Companies, the Customer shall pay to the Company a penalty of 0.01% of the amount due.
- 11.11 If the Company fails to rent the vehicle that has been reserved by the Customer (ie the reserved vehicle or other vehicle is not present at the location chosen in the customer's coverage area or the vehicle is technically unavailable for use) and such circumstances become known to the Customer prior to the time when the Customer could have rented the reservation / use of the vehicle, unless the parties agree otherwise, the Company returns to the Customer the booking fee (if any) payment and rental of the vehicle paid by the Customer in advance for the reservation / rental , in the form of a voucher, the value of which the Client will identify in the SPARK account. To the Client in the mobile application.
- 11.12 If the vehicle can no longer be technically used, regardless of the will, action / inaction of the Customer, after he the has already begun to use the vehicle and unless the parties have agreed otherwise, the Company will refund to the Customer the entire rental fee paid by the Client, in the form of a voucher, the value of which the Customer will identify in the SPARK account.
- 11.13 The Company shall not be held liable for any acts or omissions of public authorities , other users of motor vehicles or other third parties for the use of the vehicle rented by the Customer. The Company will also not be held liable for the losses it incurred or could sustain from the inefficient use of the vehicle and the direct or indirect losses that have arisen as a result of Customer's failure to meet the expectations. Losses that are offset under the agreement are limited to the amount that would be paid by the insurance company that secured the Company's civil liability.
- 11.14 In no event shall the Company be liable for the Client's assets remaining in the vehicle during and after the end of its period of use.

## **12. Intellectual property rights:**

- 12.1 Site Content: images, texts, web graphics elements , scripts, software, design rights, model rights, patents, trademarks, is fully owned by the Company and its partners and is protected by Law no. 8/1996, on copyright and related rights, as well as on special laws on intellectual and industrial property.
- 12.2 The SPARK concept is the sole and exclusive right of the Company, and is protected by special laws on copyright and related rights, as well as trademarks, which are effective in all respects and any of the prerogatives conferred by copyright and trademark law.
- 12.3 Using any means (copy, reproduction, etc.), any means (online, offline) and any purpose (advertising, commercial etc.) without the Company's order of any of the above items is considered unusual use, in force.

## **13. Privacy of data:**

- 13.1 For the purposes of data protection legislation, the Company is an operator when processing personal data to Customer. In order to provide additional information regarding data processing, the Customer may contact the Company's Data Protection Officer at the following e-mail address: **gdpr@espark.ro** or via the email address of the Company.
- 13.2 Category of personal data processed are: name, home address / residence, telephone / fax, e-mail, bank details, your identity card (number, number, date of issue, issuing authority) and CNP, since they entered in the driving license. The Customer will also send a photograph to verify the Customer's data - the holder of the valid driving license

- and the Company will store and process this information, respecting fundamental rights and rights . Collected data on newsletters and alerts are confidential.

13.3 The purpose of collecting personal data is: marketing, advertising, informing Clients about improving SPARK services.

13.4 Personal data is stored on the Amazon partner's server in the EU. The duration of the storage and processing of personal data is conditioned solely by the duration of the maintenance of the Client's account, at its free will.

13.5 The Customer's completion of the form on the Website equates to the unconditional acceptance that such data be included in the Company's database.

13.6 The client is guaranteed the rights provided by the GDPR Rules, and their content may be consulted under the Privacy Policy.

#### **14. Terms of Use Website / Mobile Application:**

14.1 The Website is provided by the Company on a "as it is" basis and "as much as is available". The Company does not warrant that the site, the servers it hosts, or the emails sent are free of viruses or other potentially harmful components.

14.2 The client uses the website / mobile application at his / her own risk, the Company being free from any liability for any direct or indirect damage caused by the use or access / visit of the site or the use of the information on the site.

14.3 The Company is not liable for errors or omissions that may occur in writing or presenting the matter on the Website. The Company does not grant any warranty for the content and use of this website. The published information corresponds to the reality at the moment of their registration on the site or the updating of the various pages of the website.

14.4 The services presented on the website are provided for information. In order to receive an offer that produces legal effects from the Company, the Customer will register a client's own account.

14.5 The Client shall only use the Service after the transmission of all data and information requested by the Company and, after verification, the Company validates the data compliance and allows the Customer to access the Service.

14.6 The Client acknowledges and accepts that the Service subject to the Agreement is characterized by evolving technology; for these reasons, the Company reserves the right to modify the technical and economic characteristics of the Service, its instrumentalities and its related terms and to modify the terms of the agreement at any time, including after its signature, without generating any no obligations for the Client.

14.7 The Client shall, in any case, promptly notify the Company of any irregularities or malfunctions he or she may have with regard to the Service. The Company will make reasonable efforts to remedy as quickly as possible the issues communicated by the Customer in accordance with the program in which assistance and guidance is provided.

14.8 The site may contain links to other sites owned or operated by third parties. The Company does not control and is not responsible for the content and privacy or security and functionality of this site.

#### **15. Final provisions:**

15.1 Any notice given by one party to the other party shall be deemed to be valid if it is transmitted by any of the following means: written , courier, fax with acknowledgment of receipt or e-mail (post electronics) at the official addresses (headquarters / fax / e-mail), the persons indicated to receive and transmit as the representative of the Party.

- 15.2 If any provision of this Agreement is considered to be inconsistent with applicable law or for any other reason becomes invalid in whole or in part, the other provisions of this Agreement shall remain in force and in force.
- 15.3 Any dispute, controversy arising out of or in connection with this Agreement, its violation, termination, or validity shall be settled primarily through mutual negotiations, in accordance with the principles of fairness, reasonableness and justice. Where the parties fail to agree by negotiation within 20 (twenty) days of receipt of a written suggestion to continue the negotiations, or if either Party decides that subsequent negotiations are inappropriate, any litigation, controversy or the claim will be definitively settled at the court of the Company's headquarters.
- 15.4 Termination of this Agreement, execution, expiration, interpretation and resolution of disputes are governed by the Romanian Law. If the Customer uses the Service only once, and then, on its own initiative, expressly request the deletion of the customer account, this Agreement is the character of a single execution contract. If the Customer uses the Service repeatedly and irrespective of the constant rental of vehicles, this agreement is the character of a successor contract, and it is not necessary to accept the terms and conditions of this agreement only once, the use of the mobile application or the customer account, the reservation of the motor vehicles and the payment of related services is sufficient to produce the legal effects accepted by both Parties.

## **II. SPECIAL FRAMEWORK: SPARK Car Rental Agreement**

### **This Agreement establishes the rental and provision of services:**

1. Reservation management procedure for the vehicle;
2. Procedure for using the vehicle;
3. Requirements for persons using motor vehicles;
4. Vehicle inspection conditions;
5. Other conditions related to the use of the vehicle.

During the reservation and use of the vehicle, the lessee must act in accordance with the reasonableness and fairness criteria and must ensure that the actions related to the reservation of the vehicle are made and that the vehicle is used as it should be done and that it should be used by a diligent and cautious car owner.

#### **1.Booking your vehicle:**

- 1.1 Reservation will be made by the Client from the mobile application or client account . Advance booking is available 15 minutes before the intended use of the vehicle. The client can extend once the reservation period by another period of either 15 minutes or a maximum of 30 minutes, for a fee according to the price list available on the Company's website and in the mobile application, from the moment of booking the vehicle. If the Customer does not start the session of using the reserved Vehicle and does not extend the reservation period, he accepts that he will lose the reservation of the Vehicle, and for a limited period of approx. 3 minutes, you will not be able to reserve the Car. After the 3 minute interval, the Customer will be able to reserve the Vehicle only for a fee.

To make the reservation, the following actions must be performed:

- 1.1.1 Connect to the mobile application;
- 1.1.2 Select the vehicle you want;
- 1.1.3 Confirm reservation of the vehicle.
- 1.2 Confirmation of reservation will be made on the screen of the Customer's phone or other device.
- 1.3 If the Customer does not start using the vehicle within 15 minutes of booking confirmation, the reservation of the vehicle will be automatically canceled.
- 1.4 The period of use of the vehicle for which the Customer will pay rental and service charges will be calculated from the unlocking of the vehicle reserved by the Customer

and is quantified in accordance with the procedure and conditions stated in the price list until the termination of the rental of the vehicle by using the mobile application and leaving the vehicle at the location indicated in the Regulation.

## **2. In vehicle use patterns:**

- 2.1 The reserved vehicle will be unlocked after selecting the Client's "Unlock" command using the mobile application or client account.
- 2.2 Before starting to use the vehicle, the Customer must check the condition of the vehicle (both indoors and outdoors) to check that the tires are inflated properly if the vehicle's battery power level is sufficient to drives 10 km or more if there are no visible external defects, defects and / or incompatibilities of the vehicle or its equipment. In these situations of identifying damages and / or irregularities, the Customer undertakes to inform the Company immediately before using the vehicle at the telephone number +40 373 760 296 or to elect the respective order using the mobile application or the customer account.
- 2.3 Inside the vehicle, the Customer will find an ignition key, vehicle operating instructions and insurance documentation. The customer has to check if all the documents listed in the present GTC, attachments and accessories are present. If any of the above is missing or damaged, it is disabled and / or incompatible, the Customer undertakes to form the Company immediately before using the vehicle at +40 373 760 296 or to select the order using the mobile application or client account.
- 2.4 The vehicle must be started and must be driven as indicated in the present GTC.
- 2.5 In the event of a temporary stop, the vehicle must be locked and disconnected with the ignition key, all the windows and sunroof are closed, the lights are off, the parking brake is pulled and the vehicle is parked in accordance with the Road Traffic Regulations, other laws in force and security requirements.
- 2.6 After closing the rent session, the Customer must return the vehicle to the parking area or the charging station indicated in the mobile application, contact the vehicle inside the vehicle, check that it has left no personal items, and ensure that he has left in the car all the vehicle's accessories, accessories and accessories, which are listed in the instructions found in the vehicle.
- 2.7 After arriving at range and leaving the vehicle, the Customer will select the "Finish trip" command in the Company's mobile application. The customer must ensure that after leaving the vehicle it is blurred, all the windows and sunroof are closed, the parking brake is pulled and the vehicle is parked in accordance with the Road Traffic Rules, other applicable laws and security requirements .
- 2.8 After arriving at range, Customer will ensure that the vehicle will not be parked in private parking lots, courtyards and parking spaces reserved for third-party vehicles. The customer must ensure that the vehicle is not left in places where parking of vehicles is prohibited by road signs and / or road markings. The Customer is responsible for violating the Road Traffic Rules and / or other normative acts or this Regulation for all situations in which his deeds in connection with the vehicle are deviating from these rules and normative acts.
- 2.9 The Company regularly checks the state of each vehicle to ensure that the vehicles used by the Customers are in a proper condition for their normal use.

## **3. Vehicle battery charge:**

- 3.1 At the end of the car rental session, the Customer is obliged to ensure the charging of the battery corresponding to a distance of at least 10 km (information available on the vehicle's board), otherwise, the Customer is obliged to pay, immediately and in full, the value of the fine for the culpable non-compliance of the current obligations, as set out in the sanctions annex, to which it may be added the value of transport charges, for the use of a car platform.
- 3.2 Battery charging is carried out in accordance with the instructions inside the vehicle.

#### **4. Other conditions for using the Vehicle:**

- 4.1 The customer must ensure that the vehicles are used in accordance with the provisions of the agreement, the manufacturer's recommendations and the instructions for use in accordance with the Road Traffic Rules and the requirements of other legislation.
- 4.2 The customer is not entitled to use the vehicle for racing, other sports or other purposes of a competitive nature, and to use the vehicle as a training vehicle or permanently loaded (heavy goods transport, etc.) for other purposes for which the vehicle does not it is appropriate to use the vehicle to carry out activities that are prohibited by law. Otherwise the Client undertakes to pay immediately and in full the fine provided in the annex.
- 4.3 The customer must ensure that there is no smoking inside the vehicle, the animals transported in the vehicle must be transported in a specially adapted box and ensure that they act with care and diligence in order to avoid dirt and / or damage to the interior and exterior vehicle. Otherwise the Client undertakes to pay immediately and in full the fine provided in the annex.
- 4.4 Any actions or attempts to scan system data, copy, modify or remove it are strictly forbidden.
- 4.5 It is forbidden to drive the vehicle outside the territory of Romania. For driving the car outside Bucharest, the Customer will require a prior written agreement from the Company. Not accepting the Company's response to this Customer request is equivalent to the refusal of the agreement.
- 4.6 The customer undertakes to return the vehicle in the state he has taken over, subject to the usual wear and tear related to the vehicle's life. For the avoidance of doubt, the Parties will not consider the usual wear and tear for:
- Parts, component parts or goods damaged, deformed and otherwise damaged by mechanical or thermal means;
  - Devices and equipment that do not work
  - Location of the bodywork, cracks in the paintwork and live scratches (paint layer damaged to ground);
  - Deterioration of the paint layer as a consequence of the intensive cleaning and / or cleaning of the vehicle;
  - Repairs made in poor quality conditions and / or defects resulting from poor quality repairs;
  - Windscreen cracks and other glass or plastic components (eg headlights);
  - Windscreen scratches resulting from disordered use and / or vehicle cleaning;
  - Damage to the interior, such as burned or stained seats, broken plastic front panels, luggage compartment cover, opening handles, etc.;
  - Damaged body geometry;  
High blunt tires, broken, deflated or feathered; curved rims, hit, scratched
- The Customer is familiar with the fact that for any of the above damages or any other damage caused by the Customer to the vehicle, in general, and the components, in particular, will pay immediately and in full the corresponding sums applied according to the penalty annex.
- 4.7 If the Customer, after the end of the period of use of the vehicle or at the request of the Company, does not return the vehicle, the Company has the right to block the ignition of the vehicle, and the Customer's refusal to return the vehicle may be considered theft, which will be reported to competent police.
- 4.8 The Company has the right to request the return of the vehicle at any time, if the Customer uses the vehicle for more than 30 (thirty) days or uses the vehicle dangerously and/or illegally and/or violates the Regulations and/or the Agreement. In this case, the Customer will return the Vehicle to the Company in any



place specified in the Regulation, no later than 3 (three) hours after receiving the request from the Company (using the mobile application or any other means permitted by legal acts). If the Customer does not return the vehicle within the indicated time limit, the Company has the right to block the vehicle control and take the steps provided in art. 4.7.

- 4.9 If the vehicle becomes technically unavailable, warning signals appear on the dashboard, suspicious sounds can be heard and/or there is no possibility to continue the safe use of the vehicle, the Customer undertakes to stop using the vehicle immediately. To inform the Company about the mentioned aspects and to fulfill the instructions given by the Company.
- 4.10 If the vehicle is damaged due to a traffic accident or any other circumstances, the Customer will immediately inform the Company and the competent authorities (police, ambulance, etc.), complete the road traffic accident report and perform other actions necessary to avoid or mitigate imminent damage to the vehicle and/or persons.
- 4.11 Vehicle defects that have no influence on road safety, as well as defects that are not due to inappropriate technical maintenance of the vehicle by the Company will not be considered defective.

## **5. Requirements for persons using the vehicle:**

- 5.1 The customer who is driving the vehicle must hold a valid B (valid for at least one year) driving license, must be awake and not under the influence of narcotic drugs, psychotropic substances or other psychoactive substances. It is also forbidden for the vehicle to be driven by others.
- 5.2 Customer must know and comply with road traffic rules and any other legal requirements that are required while using the vehicle.
- 5.3 Throughout the use of the Vehicle The Customer will act diligently, as a good owner, will observe all and any traffic rules, rules of optimal use of the Vehicle, and will take all necessary measures to avoid and prevent situations that could cause any damage to the vehicle, as well as to reduce the risks and effects of harmful situations, regardless of the causes. Additionally, the Client will ensure that he will comply with the regulatory speed limits, applicable on public and private roads; any violation of the speed limit, whether or not it has been sanctioned by the traffic police, will duly result in the temporary deactivation of the Spark customer account, as follows:
  - a. the violation 3 times, at least 30 km above the regulatory speed limit, results in the deactivation of the Spark account for 7 days;
  - b. violation twice at least 50 km above the regulatory speed limit, results in deactivation of the Spark account for 7 days;
  - c. violation of 4 times with at least 50 km above the regulatory speed limit, entails deactivation of the Spark account for 30 days;
  - d. the violation once, at least 80 km above the regulatory speed limit, results in the deactivation of the Spark account for 30 days;
- 5.3 During the period of use of the vehicle, the Customer is fully responsible for the proper use of the vehicle and assumes the risk and responsibility of the vehicle.
- 5.4 The Client's failure to comply with the rights provided for in the Agreement and / or the Regulation shall not constitute a waiver of such rights and the partial performance of such rights shall not preclude the continued execution of such rights.
- 5.5 If the Customer does not inform the Company of any damages, defects and / or other incompatibilities of the vehicle, equipment and / or its documentation, the Customer shall be liable for all other non-conforming, incompatible and defective damages of the above.
- 5.6 In the event that the Customer violates road traffic rules and / or other legal acts that lead to additional actions by the Company (eg, announcement of roaming etc.), the Customer will pay the damages resulting from such breach .

5.7 The Company shall not be held liable for losses suffered by the Customer due to the fact that he could not use the vehicle in the event of an accident or for other reasons out of the Company's control.

**6. Final provisions:**

6.1 The Company does not assume any risk or liability and unconditionally releases from it in all sites where the Customer does not become acquainted with the agreement and / or the Regulation, although this option has been granted and assumed by the Client.

6.2 The terms and conditions mentioned in this Regulation may be modified by the Company unilaterally and the Customer will be informed by the Company by e-mail. Continued use of the vehicle will be considered acceptance of the Updated Regulation.

6.3 Each party undertakes to inform the other party in writing, by using the mobile application or the site, no later than 5 (five) calendar days if the residence address (s) or other contact information provided in the agreement It's changing.

6.4 The terms used in this Regulation have the meaning assigned to them in the Agreement, unless these Rules clearly and unequivocally establish otherwise.

**Appendix 1 - List of Penalties**

	<b>Cause</b>	<b>Amount due / Penalty</b>	<b>Details</b>
1	Lost or irreparably damaged charging cable from Customer's fault	RON 2500	In the models, which come with Type 2 charging, you can find the power cord in the trunk of the car. Vehicles with continuous current fast-charging (DC) option do not have Type 2 cable on board. It can be provided to the Client upon request and after signing a handover-receipt process.
2	Key/access card or vehicle documents lost or damaged by the customer's fault.	RON 3150	After completion of the race/use session, the keys, access card and car documents must be left inside.
3	Smoking tobacco products, electronic cigarettes or non-burning tobacco products in the car.	RON 500	In SPARK vehicles it is strictly forbidden to smoke any traditional tobacco products without burning or electronic. The penalty fee includes expenses to remove the smell of nicotine/tobacco from the vehicle and any damage to the car as a result of smoking inside it.
4	The interior of the car is left dirty or garbage was left in the car	RON 150	After completion of the use of the vehicle, no liquids, garbage or other objects must be left inside it, which damage the appearance of the vehicle.
5	The interior of the vehicle and/or other	RON 150 + damaged elements replacement costs	Repair of the interior is done only in authorized service and only with original parts. It may also be necessary to use

	accessories are damaged		professional cleaning services.
6	Tyres or wheels unsuitable for movement have been damaged/destroyed during or shortly after the lease (e.g. flat)	RON 300 for each object of damage, regardless of the type of vehicle.	The amount cover the replacement of tyres/jants, unsuitable, as well as service costs.
7	During the use of vehicles, traffic rules or other legal provisions were violated and notification was received from the control bodies at the company's premises.	RON 100	The amount covers the administrative expenses of the company. The client will also owe the amounts imposed by the control organ.
8	A person other than the User drove the vehicle during the rental session.	RON 900	Only the user is allowed to drive the vehicle during its use.
9	The client did not notify the company or the police authority responsible for the traffic accident, in which he took part.	RON 1500	In the event of a road accident the Customer must immediately notify the Company and/or the police and other competent authorities.
10	The vehicle has not been left connected to a charging station in the required areas, when the battery level does not allow a minimum distance of 10 km to be traveled.	RON 250	The vehicle must be towed to a station in the premises of Bucharest.
11	The vehicle is left out of the radius of Bucharest and has a battery charge, which does not allow it to move over a radius of more than 10 km.	RON 500	If the battery level is low, the vehicle must be left at the nearest station near the Customer's location.
12	The vehicle is parked in a prohibited place or in a private parking lot.	RON 100 - illegal parking RON 200 - wheel lock application RON 600 - vehicle lifted by the authorities	The vehicle must be parked in regulated areas of Bucharest.
13	The vehicle is parked in a closed, inaccessible space,	RON 1000	The application of this penalty is necessary for non-compliance with the

	personal property (e.g. garage, yard, etc.)		contractual obligations laid down in the
14	Leaving the vehicle uninsured as defined in the obligations of the Client in the Spark Terms and Conditions, as described in point 10.2.8 of the Rights and Obligations of the Parties	RON 100	The application of this penalty is necessary for non-compliance with the contractual obligations laid down in the
15	Damage or destruction of a SPARK partner charging station due to User negligence.	Cost of repairing or replacing the station as invoiced by the SPARK partner	Loading stations must be used according to the instructions visible on each station. In case additional information is required, the Customer has the possibility to contact the support number on the charging card in the car or displayed directly on the station.
16	Driving under the influence of alcohol, narcotic or psychotropic substances.	RON 4000	It is forbidden to drive the vehicle under the influence of alcohol, narcotic or psychotropic substances.
17	The customer operates the vehicle without having initiated the rental session, as described in Article 2 of this agreement.	RON 900	Any unauthorized use by the Customer is in damage to the Company.
18	After completing the rental session the Customer did not leave the car key/access card and/or car documents and/or car loading or parking cards related to the car and/or other related accessories.	RON 10 for each hour, starting at the second hour after the end of the use session, dr no more than the maximum daily amount according to the vehicle price list. The amount will be calculated for every 24 hours until the Customer returns the missing items.	Leaving the vehicle without leaving the car's documents, access key/card or other accessories makes it impossible for other Customers to use it, which is a damage to the Comapnia.
19	The vehicle was used for purposes other than that provided for in the TCG (e.g. commercial purposes, illicit purposes, etc.)	RON 700 + other compensation, if applicable	The application of this penalty shall be subject to failure to comply with the contractual obligations laid down in the Rules of Use.

20	The vehicle was damaged in a traffic accident due to the Client.	RON 800	Vehicles are essential for the company's business and must be protected.
21	The vehicle was damaged in a road accident or accident caused by the Customer	<p>Depending on the number of damaged elements and depending on the model of the vehicle:</p> <p><b>Nissan Leaf:</b></p> <p>-From 3 or more items / events: 3000 Lei</p> <p><b>Renault ZOE:</b></p> <p>- From 3 or more items / events: 2500 Lei</p> <p><b>BMW i3:</b></p> <p>- From 3 or more items / events: 3000 Lei</p> <p><b>Skoda Citigo eIV:</b></p> <p>- From 3 or more items / events: 2500 Lei</p> <p><b>The following penalties shall apply to all other vehicles not explicitly described:</b></p> <p>From 3 or more items / events: 3000 Lei</p>	Vehicles are essential for the operation of the SPARK service and must be protected. Removing a vehicle from the service for repairs is the Company's damage.
22	The total damage of the Vehicle, as described in the Insurance Policy Conditions, caused by a road accident at the fault of the Customer.	10% of the new value/insured value of the vehicle.	At customer's fault, the Company loses an asset and additional costs are generated to replace it.
23	The vehicle is decommissioned or confiscated by the	75% of the daily price according to the PRICE list of SPARK services. The amount is charged for each 24-hour period	The Company cannot use an asset/good of or fault of the

	authorities at the fault of the Client	until the case is remedied.	Customer, which generates losses for the Company.
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