

GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1. The Service Contract and the Vehicle Use Agreement

The General Terms and Conditions (the **'Terms and Conditions'**) shall apply:

- (i) when you visit and/or use the Website of SPARK CAR SHARING S.R.L.;
- (ii) when you download and/or use the Mobile Application;
- (iii) when you register your Account in the Mobile Application;
- (iv) when you reserve a Vehicle;
- (v) ahead the Vehicle Use Agreement's conclusion;
- (vi) when you use the Vehicle, in addition to the Vehicle Use Agreement, the Rules for the Vehicle Use, the Pricelist, and the Privacy Policy;
- (vii) after the Vehicle Use Period ends and after the termination of the Vehicle Use Agreement;
- (viii) when you use and/or benefit from any other services provided by SPARK (hereinafter collectively referred to as the **'Services'**), unless they are ruled by different legal and/or contractual provisions; in any case, the Terms and Conditions shall set out the general rules applicable to the Services.

Please note that the Vehicles might be owned and/or operated either by SPARK or other Operator of Vehicle, and the Vehicle-use services may be provided accordingly, either by SPARK or other Operator of the Vehicle registered in this respect, in the Platform.

The **Terms and Conditions**, the Rules for Vehicle Use (the **'Rules'**), the fee list (the **'Pricelist'**), and the **Privacy Policy** - in force, as they are published on espark.ro and in the Mobile Application - represent the **binding framework agreement** (hereinafter referred to as the **'Service Contract'**) between SPARK or the Operator of Vehicle, as the case may be, in its capacity as the **service provider**, on one hand, and you, as the **consumer**, on the other hand.

The Service Contract, alone or along with the Vehicle Use Agreement (if and when the latter is concluded), shall state and explain the formal agreement between you and SPARK or the Operator of the Vehicle, as the case may be, which shall be binding upon you and SPARK/Operator of the Vehicle.

1.2. Definitions:

For the purposes of the Service Contract and the Vehicle Use Agreement (if and when the latter is concluded), the capitalised terms shall have the following meanings:

'SPARK' - **SPARK CAR SHARING S.R.L.**, a limited liability company incorporated under the Romanian laws, having its registered office in Bucharest, District 1, 175 Calea Floreasca, B side, 5th Floor, website: espark.ro, email: office@espark.ro, phone: 004 0373 760 296, the VAT code: RO40219027, the Trade Registry no: J40/17015/27.11.2018, and the account no RO48RZBR0000060021014094, opened at Raiffeisen Bank S.A., duly represented by Mr Dimitar STOYANOV, in his capacity as the sole director;

'Operator of the Vehicle' - the operator of the Vehicle, other than SPARK, as specifically identified in the Vehicle Use Agreement;

'User' - a natural person, who must be at least 19-year-old and must have held a valid category B driving licence, issued by the competent authorities of any of the EU countries, for at least 1 (one) year at the time when the user's account is registered in the Mobile Application, as well as at each and every moment when the Vehicle Use Agreement is concluded;

'Parties' – SPARK/Operator of the Vehicle and the User; each of them shall be individually referred to as a **'Party'**;

‘Vehicle Use Agreement’ - the agreement concluded between the Parties every time the User unlocks the Vehicle using the Mobile Application;

‘Vehicle’ - an electric vehicle provided either by SPARK or the Operator of the Vehicle, to the User, for its temporary use based on and in accordance with the Service Contract and the Vehicle Use Agreement;

‘Vehicle System’ – an electronic system installed in the Vehicle, which records the location and the distance covered by the Vehicle, the Vehicle Use Period, and other data related the Vehicle and its use, and conveys such information to SPARK;

‘Vehicle Use Period’ – the period of time between (i) the moment when the Vehicle is unlocked by using the ‘Unlock’ command in the Mobile Application and (ii) the moment when the Vehicle is locked by using the command ‘Lock’ in the Mobile Application, provided that this moment is confirmed by SPARK by the email informing about the Vehicle Use Period, the payments due, etc.;

‘Pricelist’ - the fees owed by the User either to SPARK or the Operator of the Vehicle, as the case may be, for using the Vehicle and/or the Services provided by SPARK available in the Mobile Application;

‘List of Penalties’ - Annex 1 to the Rules which comprises the list of penalties, which might be imposed in case the User fails to comply with his/her obligations under the Service Contract and/or the Vehicle Use Agreement, as the case may be;

‘Range (Coverage Area)’ - public and accessible areas, marked in the Mobile Application, from which Spark vehicles can be taken over (car use sessions can be initiated and completed);

‘Vehicle Return Zone’ - a location marked in the Mobile Application as an area allowed for the return of the Vehicle and termination of its use by the User and which: (i) is not privately owned (ii) and/or access/stay /parking is not prohibited and/or restricted (*even time-limited, such as a parking space marked as a “Business Subscription”*) (iii) and/or no stay and/or parking fee is required for the stay/parking;

‘Paid Vehicle Return Zone’ - a location that is indicated in the Mobile Application as an area where the User can return, park and terminate the use of the Vehicle only for an additional charge/fee; the due charge/fee for returning the Vehicle and terminating its use in the Paid Vehicle Return Zone is specified in the Mobile Application; areas for paid return / termination of use of the Vehicle shall be marked distinctively in the Mobile Application with purple colour and specific markings;

‘Charging Station’ – electric vehicles charging stations located at places indicated in the Mobile Application;

‘Loyalty Programme’ - the loyalty programmes conducted by SPARK in accordance with the relevant the terms and conditions made available in the Mobile Application;

‘Referral Programme’ - the referral programmes conducted by SPARK in accordance with the relevant the terms and conditions made available in the Mobile Application;

‘Mobile Application’ – the specific application intended for a mobile device running on a specific operating system (i.e., Android or IOS), which: (i) may be downloaded free of charge from App Store or Google Play, (ii) enjoys copyright protection, (iii) is an active and integrated system of various information about SPARK/Operator of Vehicle, the User (including his/her identity data, information on the Vehicle use, the payments, payment data, etc), the Pricelist, the Services, maps, the Coverage Area, Paid Vehicle Return Zone, the available Vehicles, etc., (iv) is intended to allow the Users to access and use it 24/24 hours and 7/7 days in Bucharest, Romania, (v) can be accessed by the User based on his/her credentials (Login Name and Password), (vi) is the tool for reservation and use of the Vehicle, as well as for the conclusion and termination of the Vehicle Use Agreement, and (vii) is a tool for communication between the Parties, notification defects, incidents, etc, unless otherwise provided within the Service Contract and/or the Vehicle Use Agreement;

'Account' - the electronic tool by which the User has access to the SPARK information system and is allowed to use the Vehicle and benefit from Services, under the Service Contract;

'Platform'- SPARK services intermediation platform, available in the Mobile Application and the Vehicle System;

'Login Name' - the e-mail address of the User specified by him/her when registering in the Mobile Application;

'Password' - the sequence of letters, figures and/or symbols set by the User when creating his/her Account, which can be changed by the User from time to time, it is and must remain confidential, secure, and undisclosed to any third party, and is mandatory for authorisation when logging into the Account;

'Identity Check Fee' – a one-off non-refundable person identification and Driving Licence verification service fee applicable when the User applies for registering in the Mobile Application;

'Deposit' – a good performance guarantee created by the User at the disposal of SPARK/the Operator of the Vehicle, as the case might be, at the time of and subject to the approval of the Account's registration application and maintained as such throughout the Service Contract, in the amount prescribed within the Pricelist at the time when the Account is registered, in order to ensure the quantitative and qualitative performance of the Service Contract and the Vehicle Use Agreement (if and when the latter is concluded);

'Website' - espark.ro;

'Content'- the content on the Website and/or the Mobile Application including all texts, graphical elements, photos, music, any filmed or video material/records, trademarks, logos, other figurative signs, illustrations, computer software and/or separate parts of all indicated objects, domain names and other business identifiers which are intellectual property of SPARK or licensors thereof.

The terms not specifically defined herein shall have the meaning usually attributed to them.

2. CONCLUSION DATE OF THE CONTRACT

2.1. The Service Contract enters into force at the time when the User downloads the Mobile Application and applies for registering the Account.

2.2. By downloading the Mobile Application and filing for the User's account registration, the User acknowledges and confirms that he/she read and fully understood the Terms and Conditions, the Rules, the Pricelist, the Privacy Policy, and the Vehicle Use Agreement - in force, as they are published on the Website and in the Mobile Application, and expressly agrees with all and any of their provisions.

3. REGISTRATION AND ACCOUNT

3.1. In order to use a Vehicle or the Services, as the case may be, the User must: (i) download the Mobile Application to a proper smartphone, (ii) apply for registering an Account, (iii) create and maintain the Deposit throughout the Service Contract and, only after and provided that the Account is registered and functional, (iv) conclude a Vehicle Use Agreement, if the case, under the terms and conditions set forth therein as well as within the Service Contract.

3.2. Unless otherwise prescribed in the Service Contract and/or within the specific terms and conditions of the company contracted to act on SPARK's behalf, in this respect, for the purposes of the User's identification, the User shall be asked to provide a passport-type picture of his/her face taken at the time of the application; the picture must be taken by the User with his/her smartphone and must match the photo in the Driving Licence. To be validated, the photo must enable the proper identification of the User, alone, with no other visible person/s or animal/s, object/s etc in the picture.

- 3.3. The User shall be entitled to use the Account subject to and after all the following conditions are met: (i) he/she fills-out the registration form and accepts the Service Contract; (ii) he/she clicks the button 'Register'; (iii) the Identity Check Fee is paid and SPARK bank account is credited accordingly; (iv) the User's identity check is successful; (v) SPARK approves the registration and the confirmation is received by the User by e-mail; (vi) the Deposit is created at the time of the approval of the registration of the Account.
- 3.4. In any case the Account is not registered due to the User's fault (e.g., the picture taken at the time of application does not match the photo in the Driving Licence or does not allow a proper identification, or there is/are other person/s in the picture, or animal/s, object/s, etc, the Driving Licence is not a valid category B driving licence or is not issued by the competent authorities of any of the EU countries, or it does not prove at least 1 (one) year driving expertise, etc.), the Identity Check Fee will not be reimbursed as it is designated to cover the costs of the identity check process.
- 3.5. In any case the Deposit is not created and maintained as such, throughout the Service Contract, due to any reasons, including insufficient funds, the User shall not be entitled to use the Account by the time when the Deposit is properly created or brought up to the initial amount, as the case may be.
- 3.6. Provided that the procedure of registration is successful and the Deposit is created and maintained as such throughout the Service Contract, the User shall be entitled to use the Account free of charge, as long as he/she complies with all and any of his/her contractual and legal obligations, in accordance to the Service Contract and the Vehicle Use Agreement (if and when the latter is concluded).
- 3.7. The User is entitled to terminate the Service Contract and, consequently, to delete the Account at any time, either by himself/herself or by asking SPARK in this respect, by sending an e-mail at office@spark.ro from the same email address used at the time of the Account 's registration. The Service Contract's termination and the Account deletion does not affect the outstanding debts of the Parties at that time.
- 3.8. In the case when the User fails to use the Account at least once during a period of 3 consecutive years, SPARK shall be entitled to delete the Account.
- 3.9. The Login Name and Password necessary to access the Account are to be used only and exclusively by the said Account's User (i.e., no family members, friends, colleagues, neighbours, etc), who must keep them safe and confidential, and not disclose them to anyone. Without prejudices or limitations to the aforementioned, it is understood that all actions carried out by anybody via the Account and/or the email address used at its registration shall be deemed to be carried out by the said Account's User himself/herself and he/she is the only one responsible for any use of the Vehicle and/or the Services, in such conditions, including the payments due, etc.
- 3.10. The User shall be obliged to immediately notify SPARK in case of losing his/her Login Name and/or the Password and/or if they become available, by any means, to third parties. Having received such notice, SPARK shall proceed to immediately - but not later than 1 (one) working day - provide new login data.

4. PROHIBITED CONDUCT AND LIABILITY

4.1. The User shall undertake:

- 4.1.1. to provide correct and complete data when applies for registering the Account, as well as during the contractual relation between the Parties;

- 4.1.2. to immediately - but not later than 1 (one) working day - update any data in the Account, when they are changing;
 - 4.1.3. to use the Website and/or the Mobile Application without hindering operation thereof;
 - 4.1.4. to use the Website and/or the Mobile Application in accordance with the Service Contract and the Vehicle User Agreement, as the case may be, as well as with the applicable legislation;
 - 4.1.5. to use the Website and/or the Mobile Application without causing any inconveniences to other Users and/or SPARK and/or the Operator of Vehicle;
 - 4.1.6. to protect and to refrain from infringing, by any means, the copyright and/or any other intellectual property rights of SPARK and/or the Operator of Vehicle and/or third parties;
 - 4.1.7. to refrain from the distribution of any content prohibited by the law on the Website and/or the Mobile Application;
 - 4.1.8. to refrain from carrying out any actions aimed at misappropriation of information or data belonging to SPARK and/or the Operator of Vehicle and/or third parties and/or affecting the operational and technical functionalities of the Website and/or the Mobile Application;
 - 4.1.9. to refrain from publishing any software, documents (other than those he/she is expressly asked for by SPARK), or links to other websites in the Mobile Application and/or the Website;
 - 4.1.10. to refrain from uploading any illegal content, viruses, corrupted files, or other similar software or applications which may have an adverse effect on operation or functioning of the Website and/or the Mobile Application;
 - 4.1.11. to refrain from engaging in prohibited extraction of information by different automated means and methods, thus, collecting personal information or employing any prohibited means of collection of information;
 - 4.1.12. to refrain from taking any actions due to which the Platform, the Vehicle System, the Website, the Mobile Application, the network, and/or the infrastructure of SPARK would be under unreasonable or disproportionately high load;
 - 4.1.13. to refrain from trying to decipher, split, destroy or change the software on the basis of which Vehicle-use services and the Services are provided;
 - 4.1.14. to refrain from any activities, actions, etc that might compromise the security of the Platform, the Vehicle System, the Website, the Mobile Application, the network, and/or the infrastructure of SPARK;
 - 4.1.15. to refrain from any inappropriate and/or illegal and/or dangerous activities, actions, etc., that might affect the assets, the commercial activity, etc., including the public image of SPARK, the Operator of Vehicle, other Users, and any other third party.
- 4.2. Under no circumstances may the User use the Vehicle other than via the Mobile Application by selecting the 'Unlock' command from his/her smartphone; otherwise, he/she must pay in addition to the price due according to the Pricelist, the correspondent penalties as specified in Annex № 1 to the Rules.
 - 4.3. The User shall be liable for carrying out any such prohibited actions, activities, etc. and undertakes to indemnify SPARK and/or the Operator of Vehicle and/or any third party against any losses and damages incurred as a result.
 - 4.4. If the User breaches his/her obligations provided for in paragraphs 4.1.1–4.1.15 hereof, SPARK shall reserve the right, at its own discretion, to terminate the Service Contract immediately, without any prior notice or other formalities, or to restrict the User's access to the Account,

and/or to pursue any other action against the said User, according to the Terms and Conditions and the relevant laws.

- 4.5. If SPARK or the Operator of Vehicle, as the case may be, breaches its contractual obligations, the faulty Party shall be liable for such prohibited actions, activities etc. and undertakes to indemnify the User against the damages incurred as a result, in accordance with the relevant laws. The liability of SPARK or the Operator of Vehicle is limited, in such cases, to an amount of maximum RON 4,000 per case file.
- 4.6. The User acknowledges and confirms that, by downloading the Mobile Application and applying for his/her Account registration, he/she expressly agrees that, in case of breaching the Service Contract and/or the Vehicle Use Agreement (if and when the latter is concluded), might be the subject of the penalties imposed by SPARK in the amount mentioned within Annex 1 to the Rules, in force at the time of his/her misconduct, based on the findings of the employees and/or other representatives of SPARK.
- 4.7. The User is aware of and declares his explicit consent that, provided that he/she breached any contractual obligation, under the Service Contract and/or the Vehicle Use Agreement (if and when the latter is concluded), SPARK has the right to apply one or more penalties cumulatively.
- 4.8. The User is aware of and declares his explicit consent that the findings of the employees and/or other representatives of SPARK concerning his/her misconduct and/or any infringement of the Service Contract and/or the Vehicle Use Agreement (if and when the latter is concluded), are deemed valid, correct, and complete, by the time when and unless the User is able to prove the contrary.
- 4.9. The User is aware, acknowledges, and agrees that, by paying the penalties in accordance to Annex № 1 to the Rules, he/she will not be released from the obligation to fully indemnify SPARK and/or the Operator of Vehicle, if the case, and/or any third party against any losses and damages incurred as a result of any breach of the Service Contract and/or the Vehicle Use Agreement (if and when the latter is concluded) and/or any violation of the relevant laws and regulations.

4. LIMITATION OF LIABILITY

- 5.1. To the extent permitted by the law, SPARK shall not be liable towards the User or other persons for any loss or damages, including loss of data, opportunities, reputation, profit, or income in relation to the use of the Vehicle and/or to the Services. Notwithstanding the aforementioned, SPARK or the Operator of Vehicle, as the case may be, shall be liable, as per the relevant laws and art 4.5 above, in case damages incurred by the User as a result of breaching the contractual or legal obligations exclusively by SPARK or the Operator of Vehicle. In order to avoid any further misunderstanding, SPARK and the Operator of the Vehicle are not related or affiliated companies and they cannot be held responsible for each other actions, activities, etc, including for vicarious liability.
- 5.2. SPARK shall not warrant that: the Vehicle-use services and/or the Services shall meet the personal and subjective User's expectations at all time, as they are deigned to satisfy the general need; the provision of the Vehicle-use services and the Services shall be uninterrupted, timely, or flawless, even though all best efforts are going to be done in this respect; any errors or defects in the system of provision of the Vehicle-use services and/or the Services shall be immediately eliminated, even though all best efforts are going to be done in this respect; the Vehicle-use services and/or the Services shall be accessible at any time; the Vehicle-use services and/or the Services do not contain or cannot contain viruses or other harmful components, even though all best efforts are going to be done in this respect.

- 5.3. The User shall be fully liable and assume the risk of losses which may arise out of downloading and/or use of data, information, content, or other material which is received using the Vehicle-use services and/or the Services, as SPARK has no control over the User' smartphone or other terminals.

5. PAYMENT. DEPOSIT

- 6.1. At the moment of applying for registering the Account, the customer shall be asked to pay to SPARK the Identity Verification Fee in the amount mentioned in the Mobile Application and the Pricelist, and the fee shall be debited from his/her payment card registered in the Mobile Application, for which the customer provides his/her explicit consent to SPARK.
- 6.2. At the time when the Account's registration application is approved, the Deposit must be created in the amount mentioned within the Pricelist, which shall be debited from the User's payment card registered in the Mobile Application, for which the customer provides his/her explicit consent to SPARK/the Operator of the Vehicle, as the case may be. The Deposit shall be used in order to settle any outstanding debts due by the User to SPARK/the Operator of the Vehicle, the payment of which was not otherwise possible. In such case, the User must bring up the Deposit at its initial amount, within no more than 5 (five) working days, calculated from the next working day after the day when SPARK/the Operator of the Vehicle inform him/her in this respect. The Deposit shall be reimbursed to the User by the end of the first month after the last day of the month when the Service Contract terminates, provided that all debts due by the User are utterly settled.
- 6.3. In case of conclusion of the Vehicle Use Agreement, the User shall pay the fee due for the Vehicle Use Period, in accordance with the Pricelist valid at that moment.
- 6.4. **Payments of any sum due pursuant to the Service Contract and/or the Vehicle Use Agreement (if and when such contract is concluded) can be made exclusively by card.**
- 6.5. At the moment when applies for registering the Account, during the Service Contract, and every time he/she uses the Vehicle-use services and/or the Services, the User shall certify that he/she is entitled to use the payment card registered by him/her in the Mobile Application and there are sufficient funds for paying the due debts in his/her bank account/s linked to the said card.
- 6.6. The payment card registered in the Mobile Application must allow automatic debits from the account/s linked to the card. The amounts owed to SPARK/the Operator of the Vehicle are debited automatically, from the account/s linked to the card registered by the User in the Mobile Application.
- 6.7. SPARK is not, by any means, liable for the ways the payments are processed by the banks, payment processors, card issuers, etc.
- 6.8. In case of unsuccessful debiting the account/s linked to the card, due to insufficient balance, SPARK notifies the User, granting 24 hours to comply with his/her obligation. If SPARK still cannot obtain the payment after the said term expires, the User shall due delay penalties of 0.1% per day by the time the outstanding debts are fully paid.
- 6.9. Where SPARK is obliged to reimburse any amounts to the User, it will be used the bank account from which the User's payment was received, unless otherwise agreed by the Parties.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Mobile Application, the Platform, the Website, the Content, separate elements thereof including software, codes, algorithms, databases, texts, design, and all exclusive copyrights, rights to databases and other intellectual property rights belong to SPARK or its partners.

- 6.2. SPARK shall grant to the User a non-exclusive, non-transferable right (licence) to use the Mobile Application and the Website, only for personal use and only to the extent necessary for conclusion, execution, and termination of the Service Contract and the Vehicle User Agreement (if and when the latter is concluded). Other use of the Mobile Application, the Platform, the Website, or the Content shall be possible only with the prior express written consent of SPARK.
- 6.3. The User shall be deemed to be the owner of all information and content provided while using the Account.
- 6.4. The User shall grant to SPARK, for free, a non-exclusive licence, i.e., transferable, sublicensed right to use, copy, transfer, process information and content for the purposes described within the Service Contract and the Vehicle User Agreement (if and when the latter is concluded), throughout the world without additional consent, notice and/or compensation to the User or other persons, provided that the applicable legal provisions are complied with.

7. NOTICES AND COMMUNICATION

- 7.1. SPARK shall send all notices and information to the e-mail address indicated for correspondence by the User, unless otherwise agreed, provided in the Service Contract and/or and the Vehicle User Agreement (if and when the latter is concluded), or necessary.
- 7.2. The User shall send all notices and enquiries to SPARK to the e-mail address office@espark.ro, unless otherwise agreed, provided in the Service Contract and/or and the Vehicle User Agreement (if and when the latter is concluded), or necessary.
- 7.3. SPARK shall not be liable if the User does not receive the information or notices in due time or at all, because the failures of the internet connection, networks, e-mail service providers, etc, if the messages are in SPAM folder or due to the data incorrectly indicated by the User.

8. MARKETING AND PROVISION OF INFORMATION

- 8.1. SPARK shall be entitled to organise marketing campaigns, sales promotions, etc. put forward special offers to the User, and/or implement the Loyalty and/or Referral programmes published on the Website and/or the Mobile Application.
- 8.2. In order to communicate with the User, as well as to inform the User about any subject, including the campaigns abovementioned, SPARK shall use the e-mail address indicated by the User during the registration process, unless the parties agree otherwise.
- 8.3. In order to communicate with SPARK, as well as to inform SPARK about any subject, the User shall use the e-mail address office@espark.ro, unless there are different specific prescriptions published on the Website and/or in the Mobile Application or the parties agree otherwise for that matter.
- 8.4. SPARK shall not be liable if the User does not receive the emails due to failures of internet connection, networks of e-mail service providers, if the messages are in SPAM folder or due to the data incorrectly indicated by the User.
- 8.5. Personal data of the User may be processed for marketing purposes in accordance the Privacy Policy.

9. PROTECTION OF PERSONAL DATA

- 9.1. SPARK shall process personal data of the User in its capacity as the controller.
- 9.2. Information on personal data processing is available in the Privacy Policy published on the Website and the Mobile Application.

- 9.3. Without prejudices and limitations to the Privacy Policy, the User acknowledges that, by downloading the Mobile Application and applying for registering the Account, expressly agrees that his/her personal data are going to be provided by SPARK to:
- 9.3.1. third parties SPARK has contracts with, such as lawyers, accountants, courts, bailiffs, debt collection company, etc., subject to the applicable legal requirements, in case the User does not pay all and any amounts owed to SPARK;
- 9.3.2. the Operator of the Vehicle;
- 9.3.3. third parties, such as public central and local authorities (e.g., district municipalities and their subsidiaries), the national and local police departments, courts, etc., at their request or ex officio, in case there are reasonable suspicions of the relevant laws' violation, including but not limited to illegal parking, card frauds, identity frauds, etc.

10. AMENDMENTS. AGREEMENT ASSIGNMENT. RIGHT OF WITHDRAWAL. CONTRACT TERMINATION. FINAL PROVISIONS

- 10.1. The Terms and Conditions may be amended unilaterally by SPARK, in compliance with the rules set out in the provisions of the relevant laws concerning the consumer protection, the Romanian Civil Code, and any other applicable law in force.
- 10.2. Unless the legal provisions prescribe otherwise, the amendments enter into force at the end of a 14-calendar days period from the first calendar date after the one when the amendment and/or the updated Terms and Conditions are/is published in the Mobile Application and sent to the User.
- 10.3. Notwithstanding other contractual provisions herein, in the event the User disagrees with the said amendments, he/she is entitled to withdraw from the Service Contract by sending an email to SPARK, in this respect, by the end of the 14 calendar days period abovementioned. In case no such email is received by the end of the said period, the amendments shall be deemed binding upon the Parties.
- 10.4. The relevant and valid version of the Service Contract, including the Terms and Conditions, shall be always available on the Website and the Mobile Application.
- 10.5. SPARK shall be entitled to assign the Service Contract, the Vehicle Use Agreement, all or part of its related rights and duties, in any case, without the User's consent, unless otherwise prescribed in the relevant laws. Nevertheless, SPARK shall take any measures to ensure that in case of such assignment, the User's rights and the protection measures in place are observed by the assignee.
- 10.6. The User cannot transfer or assign by any means, the Service Contract, the Vehicle Use Agreement, all or part of its related rights and duties, without the prior written consent of SPARK, otherwise any such assignment/transfer shall be deemed null and void.
- 10.7. The User shall agree that SPARK is entitled to apply any debt recovery procedure, including assignment of the right of claim to a third party (debt collection company etc.), without a separate consent of the User, if such assignment of the rights and duties does not affect the warranties granted to the User in accordance with the Service Contract. Additional costs of SPARK in relation to the debts' recovery proceedings shall be compensated at the User's expense.
- 10.8. The User shall have a period of 14 calendar days from the day when the application for registering the Account is submitted, to withdraw from the Service Contract, without giving any reasons, and without incurring any costs related to his/her withdrawal.

- 10.9. Either Party shall be entitled to unilaterally terminate the Service Contract under out-of-court procedure by giving a prior 14 calendar days' written notice to the other Party, without giving any reasons.
- 10.10. Either Party shall be entitled to immediately terminate the Service Contract under out-of-court procedure by giving a written notice to the other Party, in case of any breach of the Service Contract.
- 10.11. In case of the Service Contract termination, according to article 10.10, SPARK shall block the Account and, in order to cover the damages incurred, no money already paid shall be reimbursed, by the time when the damages are fully repaired. Also, in such case, the 'eGO' points, bonus points, gift vouchers and/or similar, granted to the User, including those obtained by the User using the Loyalty/Referral Programmes, shall not be converted into money by the time when the damages are fully repaired.
- 10.12. The Service Contract's termination, irrespective the reason, does not affect the outstanding debts of the Parties at that time.
- 10.13. The Service Contract, including the General Terms and Conditions, once confirmed and accepted by the User, is valid and legally binding between the Parties and have the same legal effect as a paper-signed version of the document.
- 10.14. The Service Contract and the Vehicle User Agreement concluded under the Romanian laws and are governed by them.
- 10.15. If any provision of the Service Contract, including the Terms and Conditions, is null and void or cannot be applied according to the relevant Romanian legislation, it shall not affect the validity of the remaining provisions thereof.
- 10.16. Without prejudice or limitations to the free access to justice, the Parties shall attempt to resolve any dispute, disagreement or claim arising from or in connection with the conclusion, execution, breach and/or termination of the Service Contract and/or the Vehicle User Agreement (if and when is concluded), by negotiation. If the Parties do not reach an agreement within 20 (twenty) calendar days and do not agree to continue negotiations beyond this period, either Party may file the letter of complaint to the competent court from Romania, Bucharest, in accordance with the rules set out in the Romanian Civil Procedure Code.
- 10.17. The Service Contract is concluded in Romanian and English and, in case of divergencies between them, the Romanian version shall prevail.