

VEHICLE USE AGREEMENT

{agreementDate}

Bucharest, Romania, between:

SPARK CAR SHARING S.R.L. (hereinafter referred to as '**SPARK**'), 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,
and

User: Name: {personFirstName} Surname: {personLastName} Address of the place of residence: {personResidenceAddress}
Mobile: {personMobilePhoneNumber} E-mail: {personEmailAddress}.

Before entering into this Vehicle Use Agreement (hereinafter referred to as the 'Agreement'), please take as much time you need and read it carefully along with the Vehicle Use Rules (hereinafter referred to as the 'Rules'), the General Terms and Conditions (hereinafter referred to as the 'Terms and Conditions'), the Pricelist, and the Privacy Policy (hereinafter collectively referred to as the 'Service Contract'), in force at the moment of the Agreement's conclusion, as they are published on espark.ro and in the Mobile Application 'SPARK CAR SHARING'.

The Rules, the Terms and Conditions, the Pricelist, and the Privacy Policy comprises mandatory provisions to be complied with in relation to the conclusion, the interpretation, the application, the execution, and the enforcement of the Agreement, and also to the use of the Vehicles.

In addition to reading the aforementioned documents, please take your time to familiarise yourself with the Vehicle operating instructions and the technical specifications of the Vehicle you intend to use.

Please be aware of the fact that, as there is no hand-over procedure, you are the only one responsible for the state of the Vehicle at the end of the Vehicle Use Period, unless you properly had informed the staff of {OwnerTitle} about any pre-existing issues before the said Vehicle Use Period started.

For any information concerning the aforementioned, our staff shall assist you to get an undiminished and completely understanding of the Agreement and all related documents' provisions, as well as of the technical specifications of the Vehicle ahead the Agreement's conclusion.

By entering into the Agreement, it is understood that you had a fully understanding of and agreed with all and any provisions of the Agreement, the Rules, the Terms and Conditions, the Pricelist, the Privacy Policy, and the Vehicle operating instructions and the technical specifications of the Vehicle to be used.

The capitalised terms shall be construed as having the meanings ascribed to them in the Terms and Conditions.

1. OBJECT OF THE AGREEMENT

Vehicle: {carModel}

Licence plate: {carPlateNumber}

Price of use: {orderPrice}

Date and time of the start of use: {orderStartDateTime}

Date and time of the finish of use: {orderEndDateTime}

Place of collection of the Vehicle: {orderStartLocationUrl}

Place of return of the Vehicle: {orderEndLocationUrl}

2. SUBJECT MATTER OF THE AGREEMENT

2.1. {OwnerTitle} shall grant the User the right to use the Vehicle referred to in Article 1 hereof in Bucharest, Romania, on a temporary basis, for the limited purposes, within the designated area, and under the terms and conditions set forth within the Agreement and the Service Contract, whilst the User shall undertake to use the Vehicle in accordance with the Agreement and the Service Contract, as well as to pay in due time the fees and any other amounts owed to {OwnerTitle} pursuant to the Agreement and the Service Contract, including penalties, damages etc., as the case might be.

2.2. The rules and procedures concerning the Mobile Application, Users' registration, reservation, preliminary inspection (including notifications on defects and non-conformities), use, operation, parking, returning, etc. of the Vehicle, charging of the battery etc, along with any other relevant mandatory terms and conditions under the which the User is allowed to use the Vehicle are set out within the Rules and the Terms and Conditions, as mentioned in the preamble hereof.

3. DURATION AND BINDING FORCE OF THE AGREEMENT

3.1. This Agreement shall come into force when the User clicks on the button 'Unlock' on the Mobile Application and shall end when the User clicks on the button 'Lock' on the Mobile Application.

- 3.2. Irrespective the reason and the time of the Agreement termination, the outstanding obligations incurred in relation to and/or as a consequence of the conclusion, execution, and/or termination of the Agreement shall survive and be unaffected, up to the time they are utterly fulfilled.
- 3.3. This Agreement is concluded online, under the terms and conditions hereof, as well as the Service Contract, and shall be deemed valid, having the same legal effects as a paper-signed version of it, and binding upon both Parties hereto.

4. STATEMENTS AND WARRANTIES

- 4.1. By entering into the Agreement, it is understood that the User agrees with all and any of its provisions, as well as with those of the Service Contract, including those concerning the personal data the User expressly confirms they were provided according to the User's own free choice, volition, and disposition, being fully aware that they are necessary for conclusion and proper performance of the Agreement.
- 4.2. The User confirms that no field/box was ticked or otherwise marked in advance and by their tick the User shall represent and certify that he/she has thoroughly read and familiarised himself/herself with the Agreement and the Service Contract, as well as with and the relevant Vehicle operating instructions and technical specifications, and fully understood them and the consequences of the conclusion, the proper/improper execution, and the termination of the Agreement.
- 4.3. By signing the Agreement, the User shall certify that he/she has thoroughly examined the Vehicle before starting using it, as provided for in the Rules, and notified {OwnerTitle} of any detected defects, and/or other non-conformities concerning the Vehicle' state, including but not limited to its cleaning situation, if the case. The User shall understand that in case of breach of the obligation set for at this article or provision of false or incomplete information, all defects and/or other non-conformities concerning the Vehicle' state, including but not limited to its cleaning situation shall be deemed to have arisen during the period the said User used the Vehicle and the User may be held liable for them.

5. THE PARTIES' OBLIGATIONS

- 5.1. The Parties shall comply with all and any of his/her obligations according to the relevant laws, the Agreement and the Service Contract, in force.
- 5.2. The User shall use the Vehicle as a diligent and careful owner, only for its intended purpose, during the allowed operation time, and within the designated area.
- 5.3. The User shall pay in due time all and any outstanding debts to {OwnerTitle} , including the fee owed for the Vehicle Use Period in accordance with the Pricelist valid at the moment of the Vehicle Use Agreement's conclusion, the penalties, and the damages incurred as a result and/or in connection to the improper performance of his/her legal and/or contractual obligations.
- 5.4. At the end of the Vehicle Use Period, the User shall pay his/her duties and settle accounts under the Agreement and in accordance with the procedure prescribed in the Service Contract.
- 5.5. The fees shall be calculated on the basis of the data provided by the Mobile Application and the Vehicle System, which the User agrees to and acknowledge they are right, complete, and valid, by the time when and unless he/she can prove otherwise.
- 5.6. Without affecting the User's obligation to fully reimburse {OwnerTitle} for any damages incurred as a result and/or in connection to the improper performance of the User's legal and/or contractual obligations, {OwnerTitle} is also allowed to impose against the User, the penalties laid down in Annex 1 to the Rules, in case of his/her failure to comply with the terms and conditions of the Agreement and the Service Contract.
- 5.7. Penalties, damages, compensations, and other amounts due by any Party to each other shall be paid in accordance with the Service Contract.

6. MISCELLANEOUS

- 6.1. As for any other relevant provisions, including but not limited to those concerning the definitions, the obligations of {OwnerTitle} , including its liability, the obligations of the User, the communication, the rules for settling the disputes and litigations, the applicable laws and jurisdiction, the personal data protection, etc, they are set forth within the Service Contract in force at the time of the Agreement's conclusion.
- 6.2. The Agreement is concluded in Romanian and English; in case of divergencies between them, the Romanian version shall prevail.