

RULES FOR THE USE OF VEHICLES

1. SUBJECT MATTER OF THE RULES

- 1.1. These Rules for the Use of Vehicles (the '**Rules**') are part of the Service Contract (the '**Service Contract**') – along with the General Terms and Conditions (the '[Terms and Conditions](#)'), the **Price List**, and the [Privacy Policy](#) - and shall apply whenever the [Vehicle Use Agreement is concluded](#). These Rules prescribes the way:
 - 1.1.1. the Vehicle can be reserved;
 - 1.1.2. the Vehicle can be used;
 - 1.1.3. the conditions the User is requested to meet before, during, and after the Vehicle Use Period, as well as the related obligations the User needs to perform in relation to the Vehicle use;
 - 1.1.4. other terms and conditions related to use of the Vehicle.
- 1.2. The Rules comprises only essential information related to the reservation and use of the Vehicle.
- 1.3. When reserves and uses a Vehicle, the User must act in good faith and to take any necessary measures as a diligent owner or another prudent and cautious person would carry out/use the Vehicle, in strict compliance with the applicable laws, regulations, and rules set out in the Service Contract and the Vehicle Use Agreement (if and when the latter is concluded).
- 1.4. The capital terms herein have the meaning defined within the Terms and Conditions, unless otherwise provided.

2. VEHICLE RESERVATION AND AGREEMENT CONCLUSION

- 2.1. The User is aware that it is strictly forbidden to use a Vehicle without entering into a Vehicle Use Agreement, concluded under the Service Contract.
- 2.2. Whenever the User wishes to conclude the Vehicle Use Agreement, he/she shall first reserve the Vehicle by logging into his/her Account in the Mobile Application.
- 2.3. A Vehicle may be reserved in advance, between 15 and 45 minutes, in a row (depending on the chosen reservation period), before the expected start of Vehicle Use Period.
- 2.4. No fees are to be charged for 15 (fifteen) minutes of reservation. The aforesaid 15 (fifteen) minutes are the first 15 (fifteen) minutes over the course of a longer reservation period, if the case. Any extension of the reservation beyond these 15 (fifteen) minutes is not for free, anymore, and the User shall have to pay a fee computed in relation to the selected period for extension of the reservation.
- 2.5. In order to make the reservation, the following actions must be carried out:
 - 2.5.1. login to the Mobile Application;
 - 2.5.2. choose the desired Vehicle;
 - 2.5.3. confirm the Vehicle reservation.
- 2.6. The reservation confirmation shall be generated on the screen of the smartphone of the User.
- 2.7. If the User fails to start using the reserved Vehicle within the confirmed reservation period, the Vehicle reservation shall be automatically cancelled.
- 2.8. The User shall be entitled to cancel the 15-minute-reservation, without any financial consequences. The aforesaid 15 (fifteen) minutes are the first 15 (fifteen) minutes over the course of a longer reservation period, if the case.
- 2.9. No abusive reservation shall be tolerated.
- 2.10. In the event the User abuses of the reservation facility, by unscrupulous and/or systematic reservation of one or more Vehicle/s, without unlocking it/them and, so, making it/them unavailable to other Users, the Account of the said User may be immediately deactivated.

- 2.11. In the case described at article 2.10 above, SPARK/the Operator of the Vehicle, as the case might be, is entitled to charge the User for all periods the Vehicle/s as/were unavailable due to his/her actions, based on the fees applicable for the Vehicle use.
- 2.12. Unlocking the Vehicle by choosing the command 'Unlock' in the Mobile Application, the User shall conclude the Vehicle Use Agreement.
- 2.13. The Vehicle Use Agreement shall remain in force by the moment when the User chooses the command 'Lock' in the Mobile Application, and the Vehicle is locked, provided that this status is confirmed by SPARK, by an email informing on the Vehicle Use Period, due payments, etc.
- 2.14. Between 23:59-06:00, the Vehicles can be reserved and used exclusively by the Users at least 26-year-old on the date of reservation.
- 2.15. The Users between 19- and 26-year-old can reserve and use the Vehicles between 23:59-06:00, only if they are members of the Supercharged program or meet all the requirements to become such members, meaning that they were actually offered already to become such members.
- 2.16. The Vehicle Use Period started by Users under between 19- and 26-year-old, before 23:59, shall continue exclusively until their completion.
- 2.17. The User is aware and agrees that unlocking or locking the Vehicle (each action separately) may take no more than 1 (one) minute, due to network operators, and this time is included in the Vehicle Use Period.

3. PRICE AND OTHER PAYMENTS

- 3.1. The Pricelist cannot be subject to changes throughout the relevant Vehicle Use Period.
- 3.2. The User is due to pay:
 - 3.2.1. the fees for the Vehicle Use Period and/or the Services, if the case, at the rates indicated in the Pricelist valid at the moment when the Vehicle Use Agreement is concluded and/or the Services are used;
 - 3.2.2. any penalties imposed by SPARK in case of the poor performance or non-performance of the Service Contract;
as well as
 - 3.2.3. any compensation owed for damages suffered by SPARK or the Operator of the Vehicle, as the case may be, as a result of and/or in relation to his/her use of the Vehicle.
- 3.3. Payments due by the User to SPARK/the Operator of the Vehicle are calculated in accordance with the data in the Mobile Application and the Vehicle System.
- 3.4. SPARK/the Operator of the Vehicle, based on the data from the Mobile Application and the Vehicle System, prepares and provides the User with a receipt, in his/her Account, unless otherwise prescribed by the relevant laws.
- 3.5. The receipt for the use of the Vehicle shall be sent to the User, at his/her contact coordinates, except the Parties agree otherwise.
- 3.6. Unless the relevant legal provisions prescribe otherwise, at the explicit request made by the User in this respect, SPARK/the Operator of the Vehicle shall issue and send him/her the invoice/s for the amounts due in connection with the use of the Vehicle.
- 3.7. The fee for the use of the Vehicle is charged based on the Vehicle Use Period (per minute) as well as the distance travelled during the Vehicle Use Period (per km), according to the current Price List.

4. VEHICLE USE

- 4.1. It is mandatory for the User to comply with the following instructions for use and examination of the Vehicle:
 - 4.1.1. the reserved Vehicle shall be unlocked by choosing the command 'Unlock' in the Mobile Application;
 - 4.1.2. each time before unlocking and starting using the Vehicle, the User must make sure that the Vehicle is in good condition, in good working order and serviceable; in this respect,

the User must check and verify carefully the Vehicle (*inside and outside*), including but not limited to: the tire pressure, whether the battery charge level is sufficient to travel at least 10 km (*ten kilometres*), if all the lamps are in good working order, if the Vehicle and its equipment have no visible external damage, defects and/or other defects, if there are no missing parts, documents (including those described below, at article 4.1.9), etc, if the Vehicle is clean, odourless, etc.;

- 4.1.3. in case the Vehicle's condition at the time of its inspection does not meet any and/or all of the User's expectations, requests and/or criteria, including in terms of its cleanliness, integrity, safety, etc, the User is strongly advised to refrain from using the said Vehicle;
- 4.1.4. in case any damages, defects, missing parts/documents (including those described below, at article 4.1.9) and any other incidents are noticed, the User must notify them to SPARK or the Operator of the Vehicle, as the case might be, immediately, but not later than the Vehicle Use Period is starting, using the contact coordinates and/or tools provided in the Mobile Application, report them and send relevant pictures and/or other evidence;
- 4.1.5. in case the User fails to fulfil the obligation aforementioned at 4.1.4, SPARK or the Operator of the Vehicle, as the case might be, is entitled to apply the rule 'last use', which means that the User who does not comply with it may be held fully accountable for the unreported damages, defects, etc as it will be deemed that they occurred during the Vehicle Use Period the said User started it;
- 4.1.6. if any incident described above incurs, the User must wait for instructions of SPARK or the Operator of the Vehicle, as the case may be, before using the Vehicle; the User shall not owe any payment for the time he/she is waiting for the requested instructions, unless it is established that the incidents are due to his/her fault and/or the User has not notified the incident immediately and/or provided that any other necessary actions have not been taken or have been taken negligently, or disregarding the Service Contract, the Vehicle Use Agreement, and the instructions provided;
- 4.1.7. the following deficiencies/defects might be considered as external deficiencies/ defects of the Vehicle: dirty exterior of the Vehicle; mechanical damage (*such as bent, scratched or otherwise deformed parts of the Vehicle*) and the like; flat tires or punctured or other way damaged tires, etc.;
- 4.1.8. the following deficiencies/defects of the Vehicle might be considered as internal deficiencies/defects of the Vehicle: heavily soiled interior with various liquids, food, animal hair, etc., dirt and any other obscure materials, damaged internal devices and/or accessories etc; the abovementioned lists are not exhaustive and are described for guidance only to facilitate the User's preliminary inspection of the Vehicle;
- 4.1.9. each Vehicle should have within it an engine start key, the vehicle operating instructions or a copy thereof, the vehicle registration certificate or a copy thereof, the insurance documentation or a copy thereof, bilateral protocol for the establishment of an accident or a copy thereof; in case any of them is missing, the User must observe article 4.1.4, above;
- 4.1.10. subject to the explicit request of the User and its availability, SPARK or the Operator of the Vehicle may provide a proper charging cable, depending on the Vehicle type and specifications, and based on a hand-over report that must be concluded at its delivery, as well as at its return; the hand-over and the return shall be done at SPARK'S or the Operator of the Vehicle registered office;
- 4.1.11. in case of stopping on a temporary basis, the Vehicle shall be locked and unlocked with the engine start key of the Vehicle;
- 4.1.12. after using the Vehicle, the User must remove the engine start key from the lock (*provided that the Vehicle engine does not start contactless - by pressing a certain start/stop button*) and leave it in the place indicated in the vehicle operating instructions (e.g., car glove compartment);

- 4.1.13. after using the Vehicle, the User must return the Vehicle to SPARK/the Operator of the Vehicle to the Vehicle Return Zone or Paid Vehicle Return Zone or in a Charging Station area indicated in the Mobile Application, if the case, check if none of his/her belongings are left in the Vehicle and take all necessary measures to be sure that he/she left all documents, fittings, and accessories of the Vehicle, including those referred to at article 4.1.8 hereof in the Vehicle;
 - 4.1.14. after arriving in the Vehicle Return Zone or Paid Vehicle Return Zone or the Charging Station, as the case may be, in order to end the Vehicle Use Period, the User selects the 'Lock' command using the Mobile Application;
 - 4.1.15. before leaving the Vehicle, the User is obliged to check and make sure that the Vehicle is locked, the lamps and the player are switched off, all windows and hatches are tightly closed, the Vehicle is parked in parking mode "P", the parking brake is activated, the Vehicle is parked in accordance with the legal requirements;
 - 4.1.16. in case of violation of the conditions specified in this article, the User undertakes to pay the penalties provided for in Annex № 1 hereto or the specific penalties imposed by the Operator of the Vehicle, as well as to indemnify SPARK or the Operator of Vehicle, as the case may be, against all losses exceeding the specified amount of penalties incurred as a result of non-compliance with the above rules.
- 4.2. Charging the battery of the Vehicle:
- 4.2.1. At the end of the Vehicle Use Period, the User must ensure that the battery charge level is enough for travelling at least 10 km, according to the Vehicle System (information available on the Vehicle's board).
 - 4.2.2. The User must leave the Vehicle in charging mode at the nearest Charging Station indicated in the Mobile Application, in case the battery charge level is not enough for travelling at least than 10 km.
 - 4.2.3. In case the User does not comply with the obligations abovementioned at articles 4.2.1. and 4.2.2. he/she will have to pay the due penalties according to Annex 1 hereto or the specific penalties-imposed Operator of the Vehicle, as well as to indemnify SPARK or the Operator of Vehicle, as the case may be, against all losses exceeding the specified amount of penalties incurred as a result of non-compliance with the above obligations.
 - 4.2.4. Under no circumstances can SPARK guarantee and is not responsible in the event that the Charging Station selected by the User does not work, is not accessible or is occupied by another vehicle that is charging at the same time.
- 4.3. Other terms and conditions of use of the Vehicle:
- 4.3.1. The User must ensure that the Vehicle will be used for its intended purpose in accordance with the Service Contract, the Vehicle Use Agreement, the Vehicle operating instructions, and the relevant laws and regulations.
 - 4.3.2. The User shall not be entitled to use the Vehicle for competitions and other purposes of a sporting and/or racing nature, to use it as a training Vehicle, to use it for taxi transport, rent-a-car, or other similar services, including remunerated passengers transport or freight transport or other commercial activities, etc.
 - 4.3.3. The User is not allowed to use the Vehicle under constantly increased load (*for example transport of heavy loads, driving on heavy terrain, not intended for the movement of cars, driving on unregulated road network, etc.*) and/or to use the it for purposes for which it is not proper, adequate, or adapted, and or/ to use it to perform any activity which is dangerous and/or prohibited by the Romanian Laws.
 - 4.3.4. Smoking and/or the use of e-cigarettes or similar devices in the Vehicle are/is strictly prohibited and the User shall be obliged to ensure that no one smokes or uses such devices in the Vehicle.
 - 4.3.5. Carrying out animals in the Vehicle shall be prohibited unless they are carried in specially adapted boxes ensuring that the interior of the Vehicle is not smeared or stained with animal hair or otherwise damaged and ensuring that the animal is safely carried.

- 4.3.6. The User shall be entitled to carry young children only if they are seated in properly fastened child seats or auxiliary seats. The User shall arrange such safety and appropriate means of carriage for children.
- 4.3.7. The User shall be obliged to ensure that even in case of parking the Vehicle for a short time, the lights and the player were turned off, the windows and the skylight were closed, everything was locked.
- 4.3.8. At the end of the Vehicle Use Period, the User shall undertake to park the Vehicle only in Vehicle Return Zone or Paid Vehicle Return Zone or in a Charging Station area indicated in the Mobile Application, if there is necessary.
- 4.3.9. The User shall undertake to ensure that during and after using the Vehicle, it shall not be parked in private parking lots, yards, parking spaces of Vehicles reserved for third parties or left at the charging station without activated charging.
- 4.3.10. The User undertakes and guarantees that the Vehicle is not left in places where the parking and/or stay of the Vehicles is prohibited or restricted, including those marked with signs like “No stopping”, “No stopping and staying”, “No parking”, “Reserved for parking”.
- 4.3.11. When using the Vehicle, the User is the sole responsible for any violations of the relevant specific laws and regulations.
- 4.3.12. Any actions or attempts to read, copy, change or delete the data of the Vehicle System shall be strictly prohibited.
- 4.3.13. Removal of the Vehicle, by any means, outside the territory of Romania is strictly prohibited.
- 4.3.14. The User must comply with the Vehicle operation requirements, instructions, and recommendations, as well as with the relevant applicable laws and regulations, even with those which are not specifically mentioned herein, but are considered as commonly known and/or ordinary requirements for the use of the Vehicle.
- 4.3.15. The User must comply with all and any legal provisions concerning the speed limit, applicable either on public or private roads; any violation of the speed limit, whether or not it has been sanctioned by the police, will duly result in the temporary deactivation of the User’s Account, as follows:
 - a. 2 times violation consisting in exceeding the applicable speed limit by more than 50 km/hour shall result in deactivation of the User’s Account for 7 calendar-days;
 - b. 4 times violation consisting in exceeding the applicable speed limit by more than 50 km/hour shall result in deactivation of the User’s Account for 30 calendar-days;
 - c. 1 time violation consisting in exceeding the applicable speed limit by more than 80 km/hour shall result in deactivation of the User’s Account for 30 calendar-days;
 - d. 8 times violation consisting in exceeding the applicable speed limit by more than 50 km/hour shall result in deactivation of the User’s Account for 180 calendar-days;
 - e. 1 time violation consisting in exceeding the applicable speed limit by more than 100 km/hour above the regulatory speed limit shall result in deactivation of the User’s Account for 180 calendar-days.
- 4.3.16. The User shall immediately notify SPARK/the Operator of the Vehicle, the insurance company, and the respective public authority (*for example, first responders like police, fire fighters, etc.*) in case of any incident the Vehicle is involved, including accidents, theft, destruction, damages, breaking down, etc.
- 4.3.17. The User shall not be entitled to lease the Vehicle, assign his/her rights and duties under the Vehicle Use Agreement or transfer the Vehicle to another person and/or allow another person to use the Vehicle without a written consent of SPARK/the Operator of the Vehicle, as the case may be. In case of violation of this prohibition, the User is fully responsible for all damages caused as a result of such use, including damages caused to third parties.
- 4.3.18. In case of violation of the conditions specified in this article, the User undertakes to pay the penalties provided for in Annex № 1 hereto or the specific penalties imposed by the Operator of the Vehicle, as well as to indemnify SPARK or the Operator of Vehicle, as

the case may be, against all losses exceeding the specified amount of penalties incurred as a result of non-compliance with the above rules.

1. TERMS AND CONDITIONS OF THE END OF USE OF THE VEHICLE

- 1.1. At the end of the Vehicle Use Period, the User shall undertake to return the Vehicle to SPARK/the Operator of the Vehicle, in the Vehicle Return Zone or Paid Vehicle Return Zone or in a Charging Station area indicated in the Mobile Application, if the case, in the condition in which the User picked the Vehicle taking into account normal wear and tear.
- 1.2. For the avoidance of any doubts, the normal wear and tear shall not include the following:
 - 1.2.1. broken, deformed or other ways damaged parts, accessories, devices, etc.;
 - 1.2.2. inoperable accessories, devices, mechanisms, etc.;
 - 1.2.3. body dents, paint layer cracks, and clear scratches;
 - 1.2.4. depreciation of the paint layer as a result of intense washing and/or cleaning of the Vehicle;
 - 1.2.5. low quality repairs and/or defects as a result of repairs;
 - 1.2.6. cracks of windows, mirrors, etc;
 - 1.2.7. scratches of windows as a result of improper use and/or cleaning of the Vehicle;
 - 1.2.8. damages of the interior such as burnt or stained seats, broken plastic parts of the front panel or boot lid, window opening handles etc.;
 - 1.2.9. damaged body geometry;
 - 1.2.10. flat tires, curved rims, etc;
 - 1.2.11. missing documents, accessories, or devices.
- 1.3. SPARK/the Operator of the Vehicle, as the case might be, shall be entitled at any time to request the User to return the Vehicle and/or suspend the Account and/or lock the Vehicle in case the User's outstanding debts are older than 2 (two) calendar days and/or the User does not comply with all and any of his/her obligations under the Service Contract and the relevant laws and regulations, including by using the Vehicle in a dangerous manner, exceeding the speed limit, driving under influence, etc. In such case, the User must return the Vehicle to SPARK/the Operator of the Vehicle not later than 3 (three) hours from the moment when the request of SPARK/the Operator of the Vehicle is submitted (in the Mobile Application or in any other way not prohibited by the legislation).
- 1.4. If the User does not return to SPARK/the Operator of the Vehicle either the accompanying documentation, accessories, devices, equipment, etc. or the Vehicle along with the accompanying documentation, accessories, devices, equipment, etc., SPARK/the Operator of the Vehicle, as the case might be, shall be entitled to file a complaint for theft and to lock the Vehicle immediately. In such case, the User shall be kept accountable for any losses, damages, etc incurred by SPARK/the Operator of the Vehicle.

2. FAILURES OF THE VEHICLE AND DAMAGES TO THE VEHICLE

- 2.1. If the Vehicle breaks down, alert signals switch on on the dashboard, suspicious extraneous noises can be heard or the Vehicle cannot be further safely operated, the User shall be obliged to immediately stop - observing the necessary safety measures - and notify SPARK/the Operator of the Vehicle through the Mobile Application and the Customer Service Centre by telephone call about the above and to perform additional instructions given in this respect by SPARK/the Operator of the Vehicle.
- 2.2. In case the Vehicle is damaged due to a traffic accident or due to other incidents/ circumstances, the User must inform immediately SPARK/the Operator of the Vehicle, as the case might be, and the relevant public authorities (*for example police, fire service, etc.*), complete the necessary documents (*for example, a bilateral report on the accident, etc.*), and perform other necessary actions to avoid and/or mitigate any damage to the SPARK / Vehicle Operator, the

Vehicle and / or third parties and properties, including providing full assistance to SPARK/the Operator of the Vehicle, police, the insurance company in connection with the accident.

- 2.3. The User shall be obliged to ensure that the Vehicle is not further used in case it breaks down and/or if the further use of the Vehicle may lead to major failures, increased damages, or endanger the traffic safety.

3. REQUIREMENTS FOR THE PERSONS USING VEHICLES AND RELATED OBLIGATIONS OF THE USER

- 3.1. The User driving the Vehicle must have at any time a valid Driving Licence, be sober, and not be under the influence of narcotic, psychotropic or other psychoactive substances. Each time the User starts using the Vehicle, he/she shall unconditionally certify that he/she is entitled to use the Vehicle in accordance with the the Service Contract, the Vehicle Use Agreement, and the relevant applicable laws and regulations.
- 3.2. No person other than the User is allowed to drive the Vehicle and the User must take any necessary measures to prevent its driving by any other persons.
- 3.3. During the Vehicle Use Period, the User must comply with all and any relevant applicable law and regulation.
- 3.4. The User is obliged to comply with the requirements of the terms and conditions under which the relevant insurance policy is concluded.
- 3.5. The User acknowledges that the insurance company has the right of recourse against the responsible party.
- 3.6. The User shall certify that he/she has familiarised himself/herself with the Vehicle operation instructions.
- 3.7. The User acknowledge that he/she is aware that the Vehicle System collects and processes personal data in relation to the use of the Vehicle and that such data are necessary for the purpose of the Service Contract and the Vehicle Use Agreement execution.
- 3.8. The User acknowledges that the data provided by the Vehicle System are complete and correct and agrees that such data be used and considered as reliable for calculation of the fees and/or other payments, as well as for any other purposes related to the Service Contract and/or the Vehicle Use Agreement conclusion, execution, and/or termination, including as evidence in court and/or in front of other public authorities (e.g., the Consumer Protection Authority, etc).

4. LIABILITY OF THE USER

- 4.1. The User is fully responsible for the Vehicle and its use, during the Vehicle Use Period, unless otherwise prescribed herein or in the relevant laws and regulations.
- 4.2. The User is sole and fully responsible in case of transportation of hazardous materials, prohibited or otherwise illegal materials, substances, etc., as well as for any damages caused to the Vehicle and/or SPARK/the Operator of the Vehicle as a result of such use.
- 4.3. The User shall not be held liable for damages and/or deteriorations of the Vehicle, which existed at the time when the Vehicle Use Period started, unless he/she had failed to inform SPARK/the Operator of the Vehicle about prior the Vehicle Use Period started.
- 4.4. The User shall not be held liable for damages and / or deteriorations of the Vehicle, which are the result of a normal wear and tear of the Vehicle.
- 4.5. When, during the Vehicle Use Period the engine start key, documents, the Vehicle, devices, accessories, parts etc of the Vehicle are damaged or lost, the User must pay the penalties determined accordingly in the Annex № 1 hereto, except the case when the damages are not by any means the result of his/her fault.
- 4.6. In addition to the said penalties, the User shall be liable, by financial compensation, for all and any damages incurred by SPARK/the Operator of the Vehicle and/or third parties, as a result and/or in connection to the negligent or wrongful use of the Vehicle and/or the breach of the Service Contract and the Vehicle Use Agreement, unless they are not by any means the result of his/her fault and/or such damages are covered by the insurance company.

- 4.7. Without any prejudice or limitation to the aforementioned, in case, during and/or as a result of the Vehicle Use Period, SPARK/the Operator of the Vehicle is deprived of the opportunity to use the Vehicle as intended, the User must pay the penalties according to Annex № 1 hereto, as well as any compensation for damages incurred by SPARK/the Operator of the Vehicle, unless such damages are not, by any means, the result of the User's fault.
- 4.8. The following events might usually be considered as non-insured events, although the list is exemplificative, not exhaustive:
 - 4.8.1. when the User caused a traffic accident while being under the influence of alcohol, narcotic substances or other psychotropic substances;
 - 4.8.2. if the User was driving the Vehicle without holding a valid Driving License;
 - 4.8.3. if the User has failed to comply with the requirements of the police officer (traffic officer), attempted to escape or was forced to stop or arbitrarily left the scene of the accident or has not notified the competent state authorities of the accident or has not submitted the necessary documents certifying the accident;
 - 4.8.4. if the User used the Vehicle as an instrument of crime;
 - 4.8.5. if the User was driving the Vehicle for the purposes of preparation for participation or participated in the events during which vehicles are driven at high speed (for example, sporting competitions, training);
 - 4.8.6. other cases provided for in the conditions of the insurance company.
- 4.9. The User shall assume full liability for the damages caused to third parties during and/or in relation to the Vehicle Use Period, which are not covered by either by the compulsory (i.e., RCA) or the optional (i.e., CASCO) car insurance.
- 4.10. In the event that SPARK/the Operator of the Vehicle incurred any losses, damages, and similar, including those resulted from the application of any fines or other sanctions due to the improper use of the Vehicle during the Vehicle Use Period, the User must fully reimburse SPARK/the Operator of the Vehicle, in addition to the penalties due according to Annex 1 hereto.
- 4.11. The User shall be notified in due time about the penalties applied and any other payments he/she owes to SPARK/the Operator of the Vehicle, as well as about the fact that all his/her personal data may be transferred to public authorities, bailiffs and/or other persons for collecting the outstanding debts.
- 4.12. The User acknowledges that SPARK/the Operator of the Vehicle is entitled to inform any public authority, without his/her prior consent in this respect, about his/her identity, domicile, and contact details, in case there are reasonable suspicions about his/her violations of the relevant applicable laws and regulations.
- 4.13. Failure to exercise the rights provided for in the Service Contract and/or the Vehicle Use Agreement or partial exercise of such rights, by SPARK/the Operator of the Vehicle shall not imply a waiver of such rights and shall not prohibit it from further exercise of such rights.
- 4.14. In the event of a breach of the Service Contract and the Vehicle Use Agreement by the User, the penalties shall apply according to Annex № 1 hereto; in case the amount of damages caused exceeds the value of the applied penalties and they are not covered by the insurance company, in addition to the penalties, the User is obliged to fully compensate SPARK /the Operator of the Vehicle for damages incurred as a result of the said violation.
- 4.15. Without prejudice or limitations to other relevant provisions hereof, if the User fails to properly and timely settle accounts in accordance with the Service Contract and the Vehicle Use Agreement or in case of any other violations of the Service Contract and/or the Vehicle Use Agreement, SPARK shall be entitled to request the User to remedy the breaches. If the User fails to eliminate the breaches within the time limit set by SPARK, SPARK shall be entitled to immediately block the use of the Vehicle (lock the Vehicle and/or block the User's Account), suspend performance of the Service Contract and/or the Vehicle Use Agreement for a reasonable period of time and request to return the Vehicle in accordance with the procedure prescribed herein.

5. DEFECTS AND NON-CONFORMITIES OF THE VEHICLE AND RELATED LIABILITY OF SPARK/THE OPERATOR OF THE VEHICLE

- 5.1. SPARK/the Operator of the Vehicle, as the case may be, shall undertake to take any reasonable measures to ensure that the Vehicle is in good order and prepared for operation.
- 5.2. The User acknowledges that, despite the best efforts of SPARK/the Operator of the Vehicles to keep the Vehicle clean and in proper condition, it is possible that, given the specific of the Services (i.e., the Vehicle is not handed-over by a SPARK/the Operator of the Vehicles` representative when it is reserved etc.) this goal will not be always fully achieved and some issues might incur from time to time.
The defects of the Vehicle which do not affect the traffic safety or are not supposed to affect it in the near future, as well as the defects which are not a consequence of improper maintenance of the Vehicle by SPARK/the Operator of the Vehicles shall not be deemed defects, for the purpose of the Service Contract.
Also, bad odour, dirt, and impurities inside the Vehicle shall not be considered defects, too. For avoidance of any misunderstanding, SPARK/the Operator of the Vehicles cannot be held responsible in any case the User's clothes get soiled or are otherwise damaged due to causes like bad odour, exterior/interior dirt and/or impurities, water, ice, snow etc. so obvious that any average diligent person is expected to have refrained from using the Vehicle in such condition.
- 5.3. If SPARK fails to ensure the presence of the Vehicle reserved by the User, at the place indicated in the Mobile Application, or, although it is present, the Vehicle reserved is not in good order and cannot be operated, and the aforementioned circumstances become evident before the start of the Vehicle Use Period, SPARK shall undertake to repay to the User any amount paid in advance in relation to the said reservation, unless otherwise agreed by the Parties.
- 5.4. If, after the User starts using the Vehicle, the Vehicle breaks down or cannot be operated due to any causes independent on the User's actions, inactions, or volition, the User shall not owe any fee for the respective Vehicle use session.
- 5.5. SPARK/the Operator of the Vehicle, as the case may be, shall not be liable for any actions, lack of actions, or inactions of the public authorities and/or other legal and/or natural persons.
- 5.6. SPARK/the Operator of the Vehicle, as the case may be, shall not be liable for the losses which are incurred or may be incurred by the User as a result of an inefficient use of the Vehicle, loss of business opportunities, etc., or in case the Vehicle did not meet his/her expectations, including in respect to the battery charge level, the range (which is calculated by specialized software in ideal conditions and is entirely determined by the way of driving, the number of passengers in the vehicle, weather conditions, terrain conditions, the use of car air conditioning systems, as well as other side circumstances), etc.
- 5.7. SPARK/the Operator of the Vehicle, as the case may be, shall not be liable for the losses incurred by the User as a result of his/her inability to use the Vehicle due to an accident and for other reasons beyond its control.
- 5.8. SPARK/the Operator of the Vehicle as the case may be, shall not be liable for the User's belongings left in the Vehicle.

6. FINAL PROVISIONS

- 6.1. The Rules may be amended unilaterally by SPARK, in compliance with the provisions of the relevant laws concerning the consumer protection, the Romanian Civil Code, and any other relevant laws and regulations.
- 6.2. 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.
- 6.3. In the event the User disagrees with the said amendments, he/she is entitled to withdraw from the Service Agreement 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.

- 6.4. 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.
- 6.5. The Service Contract, including the Rules, 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.
- 6.6. The Service Contract, including the Rules, is concluded in Romanian and English and, in case of divergencies between them, the Romanian version shall prevail.

LIST OF PENALTIES

* The above-mentioned penalties are charged by SPARK and are due by the User for each and every individual case. The penalties are due regardless of other claims against the User, SPARK, the insurance companies, and/or third parties might have, and/or the receipt of insurance indemnity.

	Cause	Amount due / Penalty	Details
1	Lost or irreparably damaged charging cable from User's fault	RON 2500	It can be provided to the User upon request and after signing a handover-receipt process.
2	Key/access card or vehicle documents lost or damaged by the User'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 accessories are damaged	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 professional cleaning services.
6	Tyres or wheels unsuitable for movement have been damaged/destroyed during or shortly after the lease (e.g. flat)	RON 500 for each object of damage, regardless of the type of vehicle.	

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 User will also owe the amounts imposed by the control organ.
8	A person other than the User drove the vehicle during the Vehicle Use Period.	RON 900	
9	The User did not notify SPARK or the police authority responsible for the traffic accident, in which he took part.	RON 1500	
10	The Vehicle has not been left connected to a Charging Station of those indicated in the Mobile Application when the battery level does not allow a minimum distance of 10 km to be travelled.	RON 250	
11	The Vehicle is left out of the Range and has a battery charge, which does not allow it to move over a radius of more than 10 km.	RON 500	
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	
13	The Vehicle is parked in a closed, inaccessible space, personal property (e.g., garage, yard, etc.)	RON 1000	
14	Leaving the Vehicle uninsured, with the hatch and/or the trunk and/or one or more doors, windows open, the engine key in contact or outside the Vehicle	RON 100	

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	Charging Stations must be used according to the instructions visible on each station. In case additional information is required, the User 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	
17	The User operates the Vehicle without having initiated the Vehicle Use Period	RON 900	
18	After completing the Vehicle Use Period the User did not leave the car key/access card and/or car documents and/or car loading or parking cards related to the Vehicle and/or other related accessories.	RON 10 for each hour, starting at the second hour after the end of the Vehicle Use Period, but no more than the maximum daily amount according to the Price List. The amount will be calculated for every 24 hours until the User returns the missing items.	
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	
20	The Vehicle was damaged in a traffic accident due to the User: 1-2 items.	RON 800	
21	The Vehicle was damaged in a road accident or accident caused by the User	Depending on the number of damaged elements and depending on the model of the Vehicle: Nissan Leaf:	

		<p>-From 3 or more items / events: 3000 Lei</p> <p>Renault ZOE:</p> <p>- From 3 or more items / events: 2500 Lei</p> <p>BMW i3:</p> <p>- From 3 or more items / events: 3000 Lei</p> <p>Skoda Citigo eIV:</p> <p>- From 3 or more items / events: 2500 Lei</p> <p>Dacia Spring:</p> <p>- From 3 or more items / events: 2500 Lei</p> <p>The following penalties shall apply to all other Vehicles not explicitly described:</p> <p>From 3 or more items / events: 3000 Lei</p>	
22	The total damage of the Vehicle, as described in the Insurance Policy Conditions, caused by a road accident at the fault of the User.	10% of the new value/insured value of the Vehicle.	
23	The Vehicle is decommissioned or confiscated by the authorities at the fault of the User	75% of the daily price according to the Price list of SPARK services. The amount is charged for each 24-hour period until the case is remedied.	