

GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1. Services and the Contract for the Provision of Services

These Terms and Conditions shall apply when you: (i) visit and use the Website of SPARK www.spark.bg; (ii) use the Mobile Application of SPARK; (iii) register your Account in the Mobile Application; (iv) reserve a Vehicle and seek to conclude the Vehicle Use Agreement; (v) use the Vehicle; (vi) use other services provided by SPARK through your Account (hereinafter all services collectively referred to as the “**Services**”). The Terms and Conditions shall set out the general rules applicable to the Services.

Whenever you unlock the Vehicle, you confirm the Vehicle Use Agreement which shall be applicable to the particular use of the Vehicle. The Vehicle use service may be provided by SPARK or another Operator of the Vehicle through the Platform.

These Terms and Conditions, the Vehicle Use Rules (<https://spark.bg/wp-content/uploads/2022/07/Rules-for-the-use-of-vehicles-ENG-01.08.22.pdf>) and the Vehicle Use Agreement (<https://spark.bg/wp-content/uploads/2022/07/Vehicle-use-agreement-ENG-01.08.22.pdf> if concluded) shall constitute one Contract for the Provision of Services between you and the Operator of the Vehicle which shall be binding upon you and the Operator of the Vehicle. Prior to reservation of the Vehicle or before starting to use it, you should first carefully read these Terms and Conditions. By concluding the Agreement, you shall confirm that you have familiarised yourself with the Terms and Conditions, the Rules, the Privacy Policy (<https://spark.bg/wp-content/uploads/2022/07/Ride-Share-Privacy-Policy-ENG-1.08.22.pdf>) and the vehicle's operating guides, instructions and recommendations of the vehicle manufacturer informed (*through brochures for the proper use of cars*), the provisions set out in the current Road Traffic Act, and the requirements of other applicable regulations, and undertake to comply with them throughout the term of period of use of the Services and, as far as applicable, upon expiry of use of the Services.

1.2. Definitions:

For the purposes of these Terms and Conditions, the capitalised terms shall have the following meanings:

“**SPARK**” shall mean “Ride Share Bulgaria” EAD, legal entity registration number 204787918, VAT identification number BG204787918, with the registered office at the address: Sofia, 41 Christopher Columbus Blvd., 7th floor, Represented by Stefan Vladimirov Spasov - Executive Director, Phone №: 00 359 2 4193476 E-mail: office@spark.bg. The data for the company are collected and stored in the Commercial Register and the register of non-profit legal entities of the Republic of Bulgaria.

“**Operator of the Vehicle**” shall mean SPARK or another legal operator of the Vehicle, indicated in the Vehicle Use Agreement.

“**User**” shall mean the natural person with legal capacity, indicated in the Vehicle Use Agreement who holds a driving licence, issued by the competent authorities of one of the following countries: Republic of Austria, Kingdom of Belgium, Republic of Bulgaria, Federal Republic of Germany, Republic of Greece, Kingdom of Denmark, Estonia, Republic of Ireland,

Kingdom of Spain, Republic of Italy, Republic of Cyprus, Republic of Latvia, Republic of Lithuania, Great Duchy of Luxembourg, Republic of Malta, Kingdom of the Netherlands, Republic of Poland, Republic of Portugal, Republic of Romania, Slovak Republic, Republic of Slovenia, Republic of Hungary, Republic of Finland, Republic of France, Republic of Croatia, Czech Republic and Swiss Confederation means and at least 1 (one) year of category B driving experience. Each time the User registers in the Mobile Application and starts using the Vehicle, the User shall unconditionally certify that he/she is entitled to use the Vehicle in accordance with the terms and conditions of the Vehicle Use Agreement.

“Parties” shall mean the Operator of the Vehicle and the User collectively; each of them shall be individually referred to as a **“Party”**.

“Terms and Conditions” shall mean these general terms and conditions applicable to and binding upon the Parties which together with the Vehicle Use Agreement and the Vehicle Use Rules shall constitute the Contract for the Provision of Services.

“Vehicle Use Agreement” shall mean an agreement on use of the Vehicle, concluded between the Parties every time they unlock the Vehicle remotely, using the Mobile Application.

“Vehicle” shall mean an electric vehicle, provided by the Operator of the Vehicle to the User for temporary operation, and use by concluding the Vehicle Use Agreement.

“Pricelist” shall mean the amounts of the fees for use of the Vehicle and other services, provided by SPARK available in the Mobile Application.

“Loyalty Programme” shall mean the loyalty programmes which are conducted by SPARK and the terms and conditions of which shall be available in the Mobile Application.

“Referral Programme” shall mean the referral programmes which are conducted by SPARK and the terms and conditions of which shall be available in the Mobile Application.

“Mobile Application” shall mean the Vehicle search, reservation, use, payment, and other service provision platform, operated by SPARK in the smartphone. The Mobile Application may be downloaded free of charge from App Store or Google Play online platforms.

“Account” shall mean an electronic service in SPARK information system allowing the User to use the Vehicle use and other services. The User shall be entitled to login to his/her Account through the Mobile Application after registration in the Mobile Application. The User shall login to his/her Account using his/her Login Name or another name and the Password.

“Platform” shall mean SPARK intermediation services, provided in the Mobile Application and the Vehicle System.

“Login Name” shall mean the e-mail address of the User, specified by him/her when registering in the Mobile Application.

“Password” shall mean a sequence of letters, figures and/or symbols which shall be established by the User when creating his/her Account and which shall be obligatory for authorisation when logging in to the Account. The User shall undertake to keep the Password confidential and not to disclose it to any third parties. The User shall be entitled to change the Password.

“Registration Fee” shall mean a one-off person identification and Driving Licence verification service fee, applicable when the User registers in the Mobile Application for the first time. By virtue of the afore-mentioned service, the image of the User shall be recognised according to the photo in the Driving Licence.

“**Website**” shall mean the website of SPARK at www.spark.bg.

“**Driving Licence**” shall mean a valid driving licence, issued in issued by the competent authorities of one of the following countries: Republic of Austria, Kingdom of Belgium, Republic of Bulgaria, Federal Republic of Germany, Republic of Greece, Kingdom of Denmark, Estonia, Republic of Ireland, Kingdom of Spain, Republic of Italy, Republic of Cyprus, Republic of Latvia, Republic of Lithuania, Great Duchy of Luxembourg, Republic of Malta, Kingdom of the Netherlands, Republic of Poland, Republic of Portugal, Republic of Romania, Slovak Republic, Republic of Slovenia, Republic of Hungary, Republic of Finland, Republic of France, Republic of Croatia, Czech Republic and Swiss Confederation means , granting the right to drive vehicles, classified as category B the validity of which may be verified by SPARK in the public registers and issued at least 1 (one) year to the date of conclusion of the Vehicle Use Agreement.

“**Content**” shall mean the content on the Website and/or the Mobile Application, including all texts, graphical elements, photos, music, any filmed or video material/records, trade marks, 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.

2. REGISTRATION AND ACCOUNT

- 2.1. In order to conclude the Vehicle Use Agreement, the User shall be obliged to download the Mobile Application to his/her smart device and create an Account.
- 2.2. The User shall be entitled to create his/her Account in the Mobile Application, download it free of charge from App Store or Google Play online platforms.
- 2.3. For the purposes of identification of the User, at the moment of registration the User shall be requested to a take a photo of his/her face with his/her smartphone so that the latter matched the photo in the Driving Licence.
- 2.4. The User shall be entitled to use the Account: (i) after completion of the requested registration form and accepting these Terms and Conditions; (ii) after clicking the button “Register”; (iii) after payment of the Registration Fee; (iv) after confirmation of the registration by e-mail.
- 2.5. The User shall be entitled to use the Account free of charge and for an indefinite period of time till proper performance of the obligations under the Contract for the Provision of Services by the User. The User shall be entitled at any time to delete the Account by himself/herself or address SPARK for deletion of his/her Account by e-mail office@spark.bg. If the User fails to use the Account for 3 years in succession as provided for in the Privacy Policy, SPARK shall be entitled to delete your Account. In case of deletion of your Account, SPARK shall delete your personal data in accordance with the provisions set forth in the Privacy Policy.
- 2.6. The data of login to the Account shall be provided only to the particular natural person; thus, the User shall be obliged to keep such data confidential and not to disclose it anyone. All actions carried out by the User via the Account shall be deemed to be carried out by the User himself/herself.
- 2.7. The User shall be obliged to immediately notify SPARK in case of loss of his/her login data (the Login Name and/or the Password) and/or if it becomes available to third

- parties. Having received a notice, SPARK shall undertake to immediately but not later than within 1 (one) working day provide new login data.
- 2.8. Any losses arising after giving the notice referred to in paragraph 2.7 hereof to SPARK shall be attributed to SPARK except for the cases where the losses have arisen out of unfair actions of the User.

3. PROHIBITED CONDUCT AND LIABILITY

- 3.1. The User shall undertake:
- 3.1.1. to provide correct and relevant data when creating the Account;
 - 3.1.2. to immediately update any data which has changed, and which may be changed in the settings of the Account;
 - 3.1.3. to use the Website and/or the Mobile Application without hindering operation thereof;
 - 3.1.4. to use the Website and/or the Mobile Application in accordance with the requirements of the Terms and Conditions and the applicable legislation;
 - 3.1.5. to use the Website and/or the Mobile Application without causing any inconveniences to other Users and/or SPARK;
 - 3.1.6. not to carry out any actions and not to transfer the Contract in a manner infringing the copyright or other intellectual property rights of SPARK or third parties;
 - 3.1.7. not to distribute any content prohibited by the law on the Website and/or the Mobile Application;
 - 3.1.8. not to carry out any actions aimed at misappropriation of information or data belonging to SPARK or affect the operational and technical functionalities of the Website and/or the Mobile Application;
 - 3.1.9. not to publish any software, documents or links to other websites and not to publish any content with 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;
 - 3.1.10. not to engage in prohibited mass extraction of information by different automated means and methods, thus collecting personal information or employing any prohibited means of collection of information;
 - 3.1.11. not to take any actions due to which the network or infrastructure of SPARK would be under unreasonable or disproportionately high load;
 - 3.1.12. not to try to decipher, split, destroy or change the software on the basis of which or partially on the basis of which the Services are provided;
 - 3.1.13. not to take actions compromising or aimed at compromising the security of the SPARK system or network.
- 3.2. The User shall be liable for carrying out of prohibited actions in accordance with these Terms and Conditions and undertake to indemnify SPARK and/or third parties against direct and indirect losses incurred as a result of carrying out such actions.

- 3.3. If the User breaches his/her obligations provided for in paragraphs 3.1.1–3.1.13 hereof, SPARK shall reserve the right to restrict the User's access to the Account till the breach is not eliminated and/or the losses are compensated.
- 3.4. SPARK shall be entitled to automatically debit the amounts of the Registration Fee, the fee for use of the Vehicle, other fees, penalties and amounts for the services of SPARK from the User's payment card for which the User gives his explicit consent to the acceptance of these General Terms.

4. LIMITATION OF LIABILITY

- 4.1. To the extent permitted by the law, SPARK shall not be liable towards the User or other persons for indirect losses or any loss of data, possibilities, reputation, profit or income in relation to use of the Services. The afore-mentioned provision shall not be applicable in case of intent or gross negligence of SPARK, and in case of causing harm to life and health of the User.
- 4.2. SPARK shall not warrant that the Services shall meet the User's expectations; that provision of the Services shall be uninterrupted, timely, safe, or flawless; that any errors or defects in the system of provision of the Services shall be eliminated; that the Services shall be accessible at any time; that the Services do not contain or cannot contain viruses or other harmful components. 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 Services.

5. PAYMENT AND SETTLEMENT PROCEDURE

- 5.1. At the moment of registration of the Account, the User shall undertake to pay to SPARK the Registration Fee which shall be indicated in the Mobile Application. If the customer agrees, the fee shall be debited from his/her payment card registered on the Mobile Application, for which the User provides his explicit consent to SPARK. The Registration Fee shall not be repaid in the following cases:
 - 5.1.1. after successfully adding the Driving Licence to the Account and confirmation of the Driving Licence by SPARK;
 - 5.1.2. after passing the identification process;
 - 5.1.3. after the User starts using SPARK or the Services provided by the Operator of the Vehicle;
 - 5.1.4. in other justified cases.
- 5.2. In case of conclusion of the Vehicle Use Agreement, the User shall pay to SPARK the fee for use of the Vehicle in accordance with the Pricelist valid at the moment of conclusion of the Vehicle Use Agreement.
- 5.3. At the moment of registration of the Account, the User shall certify that he/she is entitled to use the payment card registered by him/her on the Mobile Application when creating his/her Account and an amount of funds in the card is sufficient for payment. The payment card voluntarily registered in the Mobile Application must allow automatic debits from the accounts linked to the card. The amounts due in connection with the services provided by SPARK are debited automatically from the accounts, related to the

card provided voluntarily by the User for making payments in connection with the Services. In cases where the balance of the funds in the payment card attached to the Account is insufficient, SPARK shall be entitled to set an additional payment term; in such case, the User shall undertake to pay all payable amounts within the time limit set by SPARK. The User shall undertake to pay to SPARK default interest at the rate **of 0.02% (two hundredths per cent)** from the delinquent amount.

- 5.4. Where SPARK is obliged to repay any amounts paid by the User to the User, such amounts shall be repaid to the same payment card or bank account from which the User's payment was received unless otherwise agreed by the Parties.
- 5.5. SPARK has the right to unilaterally change the Price List by announcing the changes and notifying the User about it through the Mobile Application and the Website.

6. LICENCE

- 6.1. The Mobile Application, the Platform, the Website, separate elements thereof including software, codes, algorithms, databases, texts, design as well as the Content on the Website or the Mobile Application and all exclusive copyrights, rights to databases and other intellectual property rights shall 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, the Platform, the Website, the Content or related intellectual property only for personal use and only to the extent necessary for receipt of the Services to the extent provided for in the Contract for Provision of the Services. Other use of the Mobile Application, the Platform, the Website, or the Content shall be possible only with an 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 services. The User shall grant to SPARK a non-exclusive licence, i.e. transferable, sublicensed right to use, copy, process information and content for the purposes of provision of the Services (except for the data the use and transfer of which is restricted by the applicable legal acts) throughout the world without additional consent, notice, and/or compensation to the User or other persons.

7. MARKETING AND PROVISION OF INFORMATION

- 7.1. SPARK shall be entitled to organise different sales promotions and put forward special proposals to the User, implement the loyalty programmes or Referral programmes published on the Website, and/or the Mobile Application.
- 7.2. SPARK shall send notices to the User to the e-mail address indicated for correspondence by the User.
- 7.3. The User shall send all notices and enquiries to SPARK to the e-mail address office@spark.bg.
- 7.4. SPARK shall not be liable if the User does not received the sent information or confirmation notices 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.

- 7.5. Personal data of the User may be processed for marketing purposes in accordance with the procedure and in accordance with the terms and conditions indicated in the Privacy Policy.

8. PROTECTION OF PERSONAL DATA

- 8.1. SPARK shall process personal data of the Users as the controller of personal data.
- 8.2. More information on personal data processing shall be available in the Privacy Policy, published on the Website and the Mobile Application.
- 8.3. By accepting these General Terms and Conditions, the User expressly agrees that his personal data will be provided by SPARK third party - company (law firms, law firms, debt collection company, etc.), subject to the applicable legal requirements in case the User has not paid to SPARK due amounts for the use of the Services and a procedure for fulfilment of obligations, including transfer of receivables to a third party, is implemented.

9. FINAL PROVISIONS

- 9.1. These General Terms and Conditions may be amended unilaterally by SPARK, in compliance with the rules set out in the provisions of the Consumer Protection Act, and SPARK notifies the User within **7 (seven) days** from the date of the amendment.
- 9.2. The relevant and valid version of the Terms and Conditions shall be always available on the Website and the Mobile Application.
- 9.3. SPARK shall be entitled to assign all its rights and duties hereunder without the User's consent in case if such transfer of the rights and duties does not affect the User's situation hereunder. The User cannot transfer or assign any rights and duties in accordance with these Terms and Conditions without a prior written consent of SPARK and any unlawful transfer of such rights and duties shall be deemed to be invalid.
- 9.4. The User shall agree that SPARK is entitled to apply the 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 Terms and Conditions. Additional costs of SPARK in relation to recovery of the debts shall be compensated at the User's expense.
- 9.5. Either Party shall be entitled to unilaterally terminate the Contract for the Provision of Services under out-of-court procedure by giving a 10 (ten) days' written notice to the other Party. SPARK shall be entitled to unilaterally terminate the Contract for the Provision of Services under out-of-court procedure by giving a written notice to the User if the User materially breaches the Contract for the Provision of Services. A material breach of the Contract for the Provision of Services shall be deemed to include the following breaches (including but not limited to): delay to pay any payable amount for more than 10 (ten) calendar days; repeated non-performance or improper performance of any obligations provided for in the Contract for the Provision of Services or international carrying out of unfair actions which undermine or may undermine operation of the Vehicle, the Vehicle System, and/or the Mobile Application and as

provided in paragraph 3.3. of the Terms and Conditions or paragraphs 3.8., 4.3.1 – 4.3.13., 5.3., 8.12. of the Rules. In case of the afore-mentioned breaches, SPARK shall also be entitled to block the User's Account and no payments made, the administrative fee, the membership fee paid by the User shall not be repaid to him/her and „eGO“ points, or gift vouchers, including those obtained by the User using the Referral Programme shall not be converted into money and repaid to the User.

- 9.6. These General Terms and Conditions, confirmed and accepted by the User remotely by electronic means through the Mobile Application or the Website, are considered valid and legally binding document between the Parties and have the same legal effect as a paper-signed version of the document.
- 9.7. These Terms and Conditions and provision of the Services shall be governed by the law of the Republic of Bulgaria.
- 9.8. If any provision of the Terms and Conditions is in conflict with the legislation of the Republic of Bulgaria, or for any reason becomes partially or fully invalid, it shall not affect the validity of the remaining provisions of the Terms and Conditions.
- 9.9. Every dispute, disagreement or claim arising out of or in relation to the Contract for the Provision of Services, its breach, termination, or validity shall be settled, first of all, by mutual negotiations between the Parties in accordance with the principles of impartiality, reasonableness, and fairness. If the Parties do not reach an agreement through negotiations within **20 (twenty)** days of receiving a written proposal to continue the negotiations or if either Party decides that further negotiations are inappropriate, any dispute, contradiction or claim will be finally resolved before the competent court of the Republic of Bulgaria, according to the rules established in the provisions of the Code of Civil Procedure Act.