

RULES FOR THE USE OF VEHICLES

1. OBJECT OF THE RULES

- 1.1. These Rules for the Use of Vehicles (hereinafter referred to as the “**Rules**”) shall supplement the Terms and Conditions and Vehicle use agreement (<https://spark.bg/wp-content/uploads/2022/07/General-Terms-And-Conditions-ENG-01.08.22.pdf>) and shall constitute an integral part of the Contract for the Provision of Services (hereinafter referred to as the “**Contract**”) and shall apply whenever the Vehicle Use Agreement (<https://spark.bg/wp-content/uploads/2022/07/Vehichle-use-agreement-ENG-01.08.22.pdf>) is concluded. These Rules shall establish:
 - 1.1.1. the Vehicle reservation procedure;
 - 1.1.2. the Vehicle usage procedure;
 - 1.1.3. the requirements for the persons using the Vehicles and related obligations of the User;
 - 1.1.4. the terms and conditions of inspection of the Vehicle;
 - 1.1.5. other terms and conditions related to use of the Vehicle.
- 1.2. These Rules shall contain only essential information related to reservation and use of the Vehicle. When reserving and using a Vehicle, the User shall be obliged to follow the principles of reasonableness and good faith and ensure that the actions related to reservation of the Vehicle were carried out and the Vehicle was used as a diligent owner of the Vehicle or another prudent and cautious person would carry out/used, in strict compliance with the applicable regulations and rules set out in the Agreement, the General Terms and Conditions and these Rules.
- 1.3. The User shall be entitled to contact the representatives of SPARK for all issues concerning the Vehicle Use Agreement, these Rules or use of the Vehicles: by calling 00359 2 419 3476 and / or by sending a message to the e-mail address: office@spark.bg

2. DEFINITIONS

- 2.1. “**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.
- 2.2. “**Operator of the Vehicle**” shall mean SPARK or another legal operator of the Vehicle indicated in the Vehicle Use Agreement.
- 2.3. “**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.
- 2.4. **"Parties"** shall mean the Operator of the Vehicle and the User collectively; each of them shall be individually referred to as a **"Party"**.
 - 2.5. **"Vehicle System"** shall mean an electronic system installed in the Vehicle which records the location of the Vehicle, the distance covered by the Vehicle, the Vehicle Use Period and other data in relation to the Vehicle and use of the Vehicle and transmits such data to SPARK.
 - 2.6. **"Vehicle"** shall mean an electrically powered Vehicle provided by the Operator of the Vehicle / SPARK to the User for temporary possession and use in accordance with the procedure and conditions specified in the Contract, these Rules and the General Terms and Conditions.
 - 2.7. **"Vehicle Use Period"** shall mean the period of time from the successful unlocking of the Vehicle by selecting the "Unlock" command on the smartphone screen using the Mobile Application by the User until the return of the Vehicle to the authorized places specified in these Rules and termination of use of the Vehicle by selecting the "Lock" command on the smartphone screen via the Mobile Application and receiving a confirmation from SPARK for the successful termination of use by sending an e-mail / e-mail to the e-mail provided for correspondence by the User containing data on the use of the Vehicle. For the Period of use of the Vehicle the User is obliged to pay the price of SPARK determined according to the current Price List for the Services. In no case may the period of use of the vehicle last more than **30 (thirty)** consecutive calendar days. Under no circumstances is the User entitled to use the Vehicle without starting the use in the proper manner established in the General Terms and Conditions, the Contract for the use of the Vehicle and these Rules, otherwise he owes the payment in addition to the due price for using the Vehicle, determined according to the current Price List and penalty in the amount indicated in Annex No. 1 - List of penalties. The "Lock" command can be activated by the User only in the Permitted Zones, which have free, free and unhindered public access, otherwise the User will owe payment of the price for using the Vehicle, according to the current Price List for the Services until the date of parking the Vehicle in a Permitted Zone and properly ending the session, any fines due, as well as the reimbursement of any expenses incurred and damages suffered.
 - 2.8. **"List of Penalties"** shall mean Annex 1 hereto which shall lay down the list of penalties for improper performance or non-performance of the Agreement (*including but not limited to the Rules and General terms and conditions*), with the current amount of List of Penalties the User is aware of and declares his explicit consent as of the date of registration in the Mobile Application / Website and each time he concludes the use of the Vehicle/Vehicle use Agreement. Provided that as a result of non-performance or poor performance of the Agreement, these Rules, the General Terms and Conditions by the User and in the event that there are grounds for imposing various penalties, SPARK has the right to apply all penalties cumulatively, for which the user provides his consent with the conclusion of the Agreement. Claiming the penalties provided for in Annex No. 1 to these Rules does not release the User from his obligation to pay SPARK all documented costs in connection with the removal of the caused damages SPARK, which occurred as a result of the admitted non-performance or poor performance.
 - 2.9. **"Charging Station"** shall mean the Vehicle electric charger located in the places indicated in the Mobile Application and/or on the Website.
 - 2.10. **"Vehicle Maintenance Services"** shall Mean the Vehicles maintenance and servicing (major and current repairs, maintenance, technical support), compulsory civil liability insurance for the owner of the Vehicle, additional motor insurance (*CASCO, with*

covered risks of damage / loss of the vehicle caused as a result of malicious actions by third parties, natural disasters and criminal encroachments on the Vehicle) all necessary accessories for the operation of the Vehicle (for example electricity, windscreen washer fluid, etc.), provided by SPARK.

- 2.11. **“Vehicle Return Zone”** shall mean a location that is indicated in the Mobile Application as an area allowed for the return of the Vehicle and termination of its use by the User and which is not privately owned and / or access / stay / parking, which is not prohibited and / or restricted (*even and time-limited, such as a parking space marked as a “Business Subscription”*) and / or no stay and / or parking fee is required for the stay / parking.
- 2.12. **“Paid Vehicle Return Zone”** shall mean a place in which 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 in the Mobile Application in other than the colour of the Vehicle Return Zone - purple and specific markings.
- 2.13. **“Terms and Conditions”** shall mean the general terms and conditions which shall establish and contain information on the Mobile Application, the Website and use thereof, creation of a personal account (Account Service), the procedure for payment for the services. The Terms and Conditions shall be available on the Website and the Mobile Application.
- 2.14. The terms not defined herein shall have the meaning attributed to them.

3. VEHICLE RESERVATION AND AGREEMENT CONCLUSION PROCEDURE

- 3.1. Whenever the User wishes to conclude the Vehicle Use Agreement, he/she shall first reserve the Vehicle by logging in to his/her Account in the Mobile Application.
- 3.2. A Vehicle shall be reserved in the Mobile Application. A Vehicle may be reserved in advance 15–45 minutes (*depending on the chosen reservation period*) to the expected start of use of the Vehicle. During the initial reservation period of 15 (fifteen) minutes, no fees are charged to the User. Any extension of the reservation after these 15 (fifteen) minutes is paid depending on the selected period for extension of the reservation. In order to make the reservation, the following actions must be carried out:
 - 3.2.1. login to the Mobile Application;
 - 3.2.2. choose the desired Vehicle;
 - 3.2.3. confirm the Vehicle reservation.
- 3.3. The reservation confirmation shall be generated on the screen of the smartphone of the User.
- 3.4. If the User fails to start using the Vehicle within 15-45 minutes (depending on the chosen reservation period) from the moment of confirmation of the reservation, the Vehicle reservation shall be automatically cancelled. The User shall be entitled at any time to cancel the reservation of up to 15 minutes without any financial consequences. In case of unscrupulous and / or systematic repetition of the respective reservation, without actively using the vehicle and at the same time available in the Mobile Application for other Users of the Services, the profile / Account of the defective party may be deactivated unilaterally by SPARK.
- 3.5. The User may be additionally charged for extension of the reservation depending on the chosen reservation period, all fees related to reservation of the Vehicle shall be set out in the Pricelist on the Mobile Application.

- 3.6. By unlocking the Vehicle, the User shall conclude the Vehicle Use Agreement available on the Mobile Application with the Operator of the Vehicle.
- 3.7. The Vehicle Use Agreement shall be deemed to be concluded and valid from the moment of confirmation thereof, after familiarisation with the terms and conditions of the Vehicle Use Agreement and clicking the button "Unlock" by the User and shall remain in force till the moment of locking the Vehicle by choosing the command "Lock" in the Mobile Application by the User.
- 3.8. At the moment of conclusion of the Vehicle Use Agreement, the price of use of the Vehicle which shall not be subject to changes throughout the Vehicle Use Period shall be fixed.
- 3.9. The User shall undertake to pay for the Vehicle Use Period and other provided services at the rates indicated in the Pricelist valid at the moment of conclusion of the Vehicle Use Agreement, as well as to pay any penalties imposed by SPARK due to poor performance or non-performance of the Contract, the General Terms and Conditions, the Contract for the use of the Vehicle and these Rules, and to pay any compensation for damages caused to SPARK as a result of using the Vehicle means.
- 3.10. Payments due are calculated in accordance with the data in the Mobile Application and the Vehicle System. SPARK / The Vehicle Operator, based on the data from the Mobile Application and the Vehicle System, prepares and provides the User with a receipt upon request. The receipt for the use of the Vehicle shall be sent to the person who has been identified as a User upon registration and shall not be subject to change, except at the explicit written request of the User. At the explicit request of the User, SPARK / Vehicle Operator may issue an invoice for the amounts due in connection with the use of the Vehicle.
- 3.11. The price for the use of the Vehicle includes the insurances attached to the respective Vehicle, according to the Contract, these Rules and the General Terms and Conditions and is charged for each minute started and each kilometer traveled until the specified daily limit is reached, and for each kilometer traveled over the specified daily limit, according to the current Price List at the time the Vehicle is unlocked. 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 period for which the price for using the Vehicle is charged.
- 3.12. The User is informed in advance and agrees that in the period from 23:00 to 06:00 it will not be possible to start the Period of use of the Vehicle through the personal Account in the Mobile application of the User, in case he has not reached 26 (twenty-six) years. In case of successfully started Period of use of the Vehicle before 23:00 by a User who has not reached 26 (twenty six) years of age, there is no obstacle for the latter to continue until its termination in due course, according to the rules in the terms of the Agreement, these Rules and the General Terms and Conditions. Each of the Parties expressly states and agrees that the conclusion of the Contract, including the Vehicle use agreement, the adoption of these Rules and General Terms and Conditions, respectively the confirmation of the latter is done electronically and will have the same binding legal consequences such as the signature on the written documents and will be admissible evidence in court and any other institution for dispute settlement.

4. VEHICLE USE PROCEDURE

- 4.1. The instructions for use and examination of the Vehicle shall be as follows:
 - 4.1.1. The reserved Vehicle shall be unlocked by choosing the command "Unlock" on the screen of the smartphone using the Mobile Application by the User;

- 4.1.2. Each time before starting using the Vehicle, the User must make sure that the Vehicle is in good working order and serviceable. The Vehicle Operator obliges the User to carefully inspect / inspect the Vehicle (*inside and outside*), to check the tire pressure of the Vehicle and whether the power / charge level of the Vehicle's electric battery is sufficient to pass 10 km (*ten kilometers*) or more, check that all the lamps of the Vehicle are in good working order, that the Vehicle and its equipment have no visible external damage, defects and / or other defects and in case of that such damage, defects and / or defects to immediately notify the Vehicle Operator/SPARK via the agreements data for contact, provided in the Mobile Application or to notify the Customer Service Center on 00359 2 419 34 76 and / or select the appropriate command on the smartphone screen to report an accident, using the Mobile Application and / or send an e-mail to the e-mail address: office@spark.bg, in which to indicate the findings problem / shortcoming / irregularities, attaching evidence to the communication. In case of non-fulfillment of the above conditions, the User may be asked whether the respective damages have not occurred during the Vehicle use period started by the User's Account.
- 4.1.3. The following deficiencies / defects can be considered as external deficiencies / defects of / on the Vehicle: visibly dirty / dirty exterior of the Vehicle; mechanical damage (*such as bent, scratched or otherwise deformed parts of the Vehicle*) and the like; decreased tire pressure or damaged tires and / or rims of the vehicle, damaged wipers / feathers of the vehicle and the like. The following deficiencies / defects of the Vehicle can be considered as internal deficiencies / defects of the Vehicle: heavily soiled / dirty interior of the Vehicle with various liquids, food, animal hair, down, plants / parts thereof, dirt and any other obscure materials, damage to the internal devices and / or accessories of the Vehicle or parts of the interior of the Vehicle and others like that. The above mentioned lists are not exhaustive and are described for guidance only to facilitate the User's preliminary inspection of the Vehicle.
- 4.1.4. Each Vehicle must have a vehicle ignition key, an "Eldrive" card that activates the vehicle's charging station, the vehicle registration certificate or a copy thereof, the insurance policy for a compulsory insurance contract for insurance "Motorist's civil liability" in connection with the use of the Vehicle, bilateral protocol for the establishment of an accident or a copy thereof, access cards to some of the partner locations of SPARK for the return of Vehicles. Explicitly requested by the User and sufficient availability, SPARK or the Vehicle Operator may provide a charging cable to the Vehicle (Type2) and / or a charging cable from the standard network with a "Shuko" contact tip, and the specified charging cables are transmitted to the User at the following address: **"Kiler", located in Sofia, 22 "Abagar" Street in Sofia City Logistic Park, behind "Tsarigardsko Shosse" Blvd., during the working hours of "Kiler" - Monday to Friday from 09.00 . until 20.00 and on Saturday from 10.00 until 14.00**, which the Parties certify by signing the handover protocol, which indicates the period for use of these cables. On the date of expiration of the term under the previous sentence, the User undertakes to return the charging cables delivered to her/him to the address from which they were received, for which it is certified by a handover protocol.
- 4.1.5. The User shall undertake to check and thoroughly examine if all documents, fittings and accessories of the Vehicle provided for in paragraph 4.1.4 hereof are in place and if he/she does not find any of them or if they have any shortcomings,

defects and/or deficiencies, to immediately, before starting using the Vehicle, notify the Operator of the Vehicle by through the contact details specified in the Mobile Application or to inform the SPARK Customer Service Center by phone number 00359 2 419 34 76 and / or to select the appropriate command on the smartphone screen using the Mobile Application or to send an e-mail to the e-mail address: office@spark.bg, and waiting for the submission of additional instructions by SPARK. Until the necessary instructions have been received, the User shall not be liable for payment for the use of the Vehicle, unless it is established that the User has not immediately notified the incident and / or provided that the necessary actions have not been taken or have been taken negligently, in accordance with the Agreement, the General Terms and Conditions, the Rules and the instructions provided.

- 4.1.6. In case of stopping on a temporary basis, the Vehicle shall be locked and unlocked with the ignition key of the Vehicle.
 - 4.1.7. After using the Vehicle, the User shall be obliged to return the Vehicle to the Vehicle Return Zone, remove the ignition key from the lock and leave it in the interior of the Vehicle, check if no his/her belongings are left in the Vehicle and satisfy himself/herself if he left all documents, fittings and accessories of the Vehicle referred to in paragraph 4.1.4 hereof in the Vehicle. / After using the Vehicle, the User is obliged to return the Vehicle to the Permitted Zone or Paid Return Zone of the Vehicle according to these Rules, to remove the engine start key from the lock (*provided that the Vehicle engine does not start contactlessly - by pressing a certain start / stop button*) and leave it in the place provided in the instructions to the Vehicle (eg. car glove compartment), to make sure that the Vehicle is not damaged and other damaged, to check whether it has not left any his belongings in the Vehicle and to ensure that he has left in the Vehicle all the documents, accessories and accessories of the Vehicle referred to in paragraph 4.1.4 of this document in the Vehicle.
 - 4.1.8. After arriving in the Vehicle Return Zone or Paid Vehicle Return Zone for returning the Vehicle and leaving the Vehicle, the User selects the "Lock" command using the Mobile Application. 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", used / activated is the parking brake, the vehicle is parked in accordance with the requirements of the Road Traffic Act, other applicable regulations and the requirements for traffic safety and security. In case of violation of the conditions specified in this paragraph, the User undertakes to pay the penalties provided for in Annex № 1, as well as to indemnify SPARK against all losses exceeding the specified amount of penalties incurred as a result of non-compliance with the above rules.
- 4.2. Charging of the battery of the Vehicle:
- 4.2.1. The User must leave the Vehicle in charge mode at the nearest "Eldrive" charging station and in the Permitted Vehicle Return Zone or Paid Vehicle Return Zone, provided that the level of charge of the Vehicle battery is sufficient to travel less than 10 km (*ten kilometers*). In case the nearest Charging Station is not installed in a Vehicle Return Zone or Paid Vehicle Return - the User is obliged to leave the Vehicle to a Vehicle Return Zone or Paid Vehicle Return after it is sufficiently charged for be able to have a residual battery charge after parking in the above-mentioned Zones, which allows the Vehicle to travel a distance of at least 10 km. (*ten kilometers*).

- 4.2.2. Under no circumstances can SPARK guarantee and is not responsible in the event that the charging station selected for charging 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 shall be obliged to ensure that the Vehicle will be used for its intended purpose in accordance with the Agreement, including these Rules, the General Terms and Conditions, the instructions for its use (*available in the Vehicle*), the Road Traffic Act and the requirements of other applicable 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 or other services of a similar nature, including the carriage of passengers for remuneration or other commercial activities of a competitive nature. 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.*), to use the Vehicle for purposes for which no is adapted to use the Vehicle to perform activities prohibited by the Law of the Republic of Bulgaria.
 - 4.3.3. Smoking in the Vehicle shall be strictly prohibited; therefore, the User shall be obliged to ensure that no one smoked in the Vehicle.
 - 4.3.4. Carrying out of animals in the Vehicle shall be prohibited except for the cases where 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.
 - 4.3.5. The User shall be entitled to carry young children only in cases where they are seated in properly fastened child seats or auxiliary seats. The User shall arrange such safety and appropriate means of carriage for children.
 - 4.3.6. The User shall be obliged to ensure that even in case of parking the motor Vehicle for a short time, the lights and the player were turned off, the windows, the skylight were closed, everything was locked.
 - 4.3.7. After use of the Vehicle, the User shall undertake to park the Vehicle in the Vehicle Return Zone or the Paid Vehicle Return Zone.
 - 4.3.8. The User shall undertake to ensure that after using the Vehicle, it shall not be parked in private parking lots for Vehicles, yards, parking spaces of Vehicles reserved for third parties or leaving the Vehicle at the charging station without activated charging. The User undertakes and guarantees that the Vehicle is not left in the place where the parking and / or stay of the Vehicles is prohibited or restricted by road signs and / or road markings. The User is not allowed to park the Vehicle in the areas marked with the signs "*No stopping*", "*No stopping and staying*", "*No parking*", "*Reserved for parking*" and otherwise violate the rules of the road regulations established by the provisions of The Road Traffic Act and other applicable regulations. The clause prohibiting the parking of the Vehicle in the area of the road sign "*Reserved for parking*" does not apply only in cases where there is a sign under the road sign - "*Except for electric vehicles*" and additional stickers are attached to the Vehicle – "*Electric Vehicles*", parking spaces specially reserved for SPARK Vehicles; The exception does not apply in cases where a sign is affixed under the road sign specifying or limiting the period of validity of the road sign (*for example, parking lots marked with a sign as "Business subscription"*). The clause prohibiting the User to leave / return the Vehicle in the areas marked with the signs "*No stopping*", "*No stopping and staying*", "*Reserved for parking*" is applied in all cases where additional signs

specifying or limiting the period of validity of the road signs for which they are used are attached under the road signs, therefore The User is not allowed to leave the Vehicle in the areas of road signs, under which additional signs are specified, specifying or limiting the validity of road signs (*for example, a parking space marked with a road sign as "Business subscription"*). When using the Vehicle, the User is responsible for violations of the rules of the road established by the provisions of the Road Traffic Act and other applicable regulations or these Rules for the use / parking of the Vehicle.

- 4.3.9. Any actions or attempts to read, copy, change or delete the data of the Vehicle system shall be strictly prohibited.
- 4.3.10. Removal of the Vehicle outside the territory of the Republic of Bulgaria shall be prohibited.
- 4.3.11. The User shall undertake to comply with the Vehicle operation requirements, instructions and recommendations, established requirements of the Road Traffic Regulations and other applicable legislation, including but no limited the requirements of provisions in the Road Traffic Act. The User shall also undertake to comply with the Vehicle operation requirements which are not mentioned herein above but are considered as ordinary requirements for use of such property.
- 4.3.12. The User shall undertake to immediately notify the Operator of the Vehicle, the insurance company with which the Vehicle is insured and the respective public authority (*for example, the bodies of the Ministry of Interior, the relevant regional police department, the traffic police department of the Ministry of Interior, fire safety and public protection service, etc.*) if the Vehicle is lost, destroyed, damaged, breaks down or otherwise becomes improper for use as well as circumstances preventing from operation and use of the Vehicle or ensuring normal Vehicle operation conditions arise.
- 4.3.13. 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 the Operator of the Vehicle. In case of violation of this prohibition, the User is fully responsible for all damages caused as a result of such use (*violation of the prohibition*), including damages caused to third parties.
- 4.3.14. The User shall be familiarised with and agree that it may take up to 1 (one) minute to unlock or lock the Vehicle (*each action separately*) due to the communication operators and the time shall be included in the time for which the Vehicle use fee is charged.
- 4.3.15. In the event that the User violates any of the above clauses during the period in which the Vehicle is used, the User shall pay the penalties provided for in Annex № 1 to these Rules, as well as reimbursement of all damages to SPARK and / or the Operator of the Vehicle as a result of the infringement.

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

- 5.1. Having used the Vehicle, the User shall undertake to return the Vehicle to the Vehicle Return Zone or the Paid Vehicle Return Zone in the condition in which the User picked the Vehicle taking into account normal wear and tear. In determining whether wear and tear of the Vehicle is normal, the Parties shall refer to the requirements set by the relevant State Technical Inspectorate and the requirements established in the public

maintenance rules. In addition to other damages, the normal wear and tear shall not include the following:

- 5.1.1. broken, deformed or otherwise mechanically or thermally damaged parts;
 - 5.1.2. inoperable devices and mechanisms;
 - 5.1.3. body dents, paint layer cracks and clear scratches (where the paint layer is damaged to the primer layer);
 - 5.1.4. depreciation of the paint payer as a result of intense washing and/or cleaning of the Vehicle;
 - 5.1.5. low quality repair and/or defects as a result of repair;
 - 5.1.6. cracks of windows of the body;
 - 5.1.7. scratches of windows of the body arising as a result of improper use and/or cleaning of the Vehicle;
 - 5.1.8. damages of the interior such as burnt or stained seats, broken plastic parts of the front panel or boot lid, window opening handles etc.;
 - 5.1.9. damaged geometry of the body;
 - 5.1.10. missing documents, accessories, devices or devices, the availability of which the User has been notified through these Rules, the Contract, the General Terms and Conditions, the Operating Instructions or in another acceptable and provable way.
- 5.2. If, having finished use of the Vehicle, the User fails to return the Vehicle in accordance with the requirements set forth herein, the Operator of the Vehicle shall be entitled to address police for the theft of the Vehicle and SPARK shall be entitled to lock the starting of the Vehicle.
- 5.3. SPARK shall be entitled at any time to request to return the Vehicle and/or block the use of the Vehicle if the User uses it longer than 30 (thirty) days without settling accounts or returning the Vehicle to the place indicated in the Terms and Conditions or the Rules or uses the Vehicle in a dangerous manner, exceeding the speed limit, manoeuvring between traffic lanes or otherwise breaching the Road Traffic Regulations and/or in an unlawful manner. In such case, the user shall undertake to return the Vehicle to the Operator of the Vehicle not later than within 3 (three) hours from the moment of the request of the Operator of the Vehicle (in the Mobile Application or in any other way not prohibited by the legislation). If the User does not return the Vehicle, together with the accompanying documentation, accessories, devices and equipment of the Operator of the Vehicle/SPARK within the specified period, the Operator of the Vehicle/SPARK has the right to block the control of the Vehicle and return the Vehicle , claiming all due payments from the User.

6. FAILURES OF THE VEHICLE AND DAMAGES TO THE VEHICLE

- 6.1. If the Vehicle breaks down, alert signals switch 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 using the Vehicle and notify the Operator of the Vehicle/SPARK through the Mobile Application and / or the Customer Service Center by telephone call and / or to send an e-mail to the e-mail address: office@spark.bg about the above and to perform additional instructions of the Vehicle Operator / SPARK.
- 6.2. In case the Vehicle is damaged due to a traffic accident or due to other circumstances, the User is obliged to immediately inform SPARK / Vehicle Operator, the insurance company with which the Landlord's Vehicle is insured and the relevant competent authorities (*for example police, fire service, etc.*), complete the necessary documents in connection with the accident (*for example, a bilateral report on the accident, etc.*) and

perform other necessary actions (*including providing full assistance through the insurance company in connection with the accident*) to avoid or mitigate any damage to the SPARK / Vehicle Operator, the Vehicle and / or third parties and property.

- 6.3. The User shall be obliged to ensure that the Vehicle was not further used in case where it breaks down and further use of the Vehicle may lead to major failures, increase damages or endanger the traffic safety.

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

- 7.1. The User driving the Vehicle must have a valid 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, Hellenic Republic, Kingdom of Denmark, Republic of Estonia, Republic of Ireland, Kingdom of Spain, Italian Republic, Republic of Cyprus, Republic of Latvia, Republic of Lithuania, Grand Duchy of Luxembourg, Republic of Malta, Kingdom of the Netherlands, Republic of Poland, Portugal Republic, the Republic of Slovenia, the Republic of Hungary, the Republic of Finland, the French Republic, the Republic of Croatia, the Czech Republic and the Swiss Confederation and at least 1 (one) year of category B driving experience, be sober and not under the influence of narcotic, psychotropic or other psychoactive substances. 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 stated in this paragraph and terms and conditions of the Vehicle Use Agreement. Furthermore, transfer of the Vehicle to other persons for driving shall be prohibited.
- 7.2. The User using the Vehicle shall be obliged to comply with the requirements of the Road Traffic Act, other Road Traffic Regulations and all other legal acts.
- 7.3. The User is obliged to comply with the requirements of the General Terms and Conditions of the Insurer, determined by the company that insured the Vehicle. These General Terms and Conditions are publicly available in the relevant section of the website of the insurance company - "DZI - General Insurance" EAD (<https://www.dzi.bg>) and the User is obliged to read them before using the Vehicle means.
- 7.4. The User shall be notified that, according to the Vehicle Insurance Rules, the insurer that has paid out the insurance benefit shall have the right of recourse against the responsible party.
- 7.5. The User shall certify that he/she has familiarised himself/herself with the principle of operation of the system of the Vehicle described herein, the data collected and transferred by it and types of such data and shall not object to collection and use of such data for the purposes of performance of the Agreement; the User shall recognise the data provided by the system of the Vehicle as true and correct and agree that such data was used and considered as reliable for calculation of the payable fee for use and/or other payments. The User shall also agree that the data may be used as a means of proof in court and other dispute resolution authorities, and before the relevant state bodies for initiated proceedings, files or inspections.

8. LIABILITY OF THE USER

- 8.1. The User is fully responsible for the Vehicle during the entire term of use of the Vehicle. The User assumes responsibility in connection with the transportation and management of hazardous materials, prohibited articles, according to the current

legislation during the period in which he uses the Vehicle, as well as for the damage caused to the Vehicle as a result of its use, except in cases 8.2 of these Rules.

- 8.2. The User shall not be held liable for damages and / or deterioration of the condition of the Vehicle, which occur during the Vehicle use period and which are a consequence of previous use of the Vehicle or normal wear and tear of the Vehicle, provided that he has duly notified the Vehicle Operator/SPARK in writing for the same before starting use. The User is obliged to immediately inform the Operator of the Vehicle / SPARK through the customer center (*by phone call*) and / or through the Mobile Application and / or by sending an e-mail to the e-mail address: office@spark.bg, for any such damages and / or deterioration of the condition of the Vehicle and undertakes to comply with all instructions provided by the Operator of the Vehicle / SPARK.
- 8.3. If during the Vehicle Use Period the documents, devices and / or devices of the Vehicle are damaged or lost (*for example, the ignition key, the "Eldrive" charging card, but not only*), the User owes the payment of the provided penalties, whose amounts are determined in the List of Penalties (Annex № 1 to these Rules). In case during the Vehicle use period, the User damages or destroys, or damages the Vehicle, including caused damage to the extent of total damage within the meaning of Art. 390, para. 2 of the Insurance Code, he owes the payment of the penalties provided for in Annex № 1. The User undertakes to reimburse all direct damages not reimbursed by the insurance company that insured the Vehicle, if during the period of use the latter is damaged, destroyed or revoked, or its documents / devices or license plates are lost, forcibly taken from competent authorities (*including but not limited to confiscation of the vehicle*). If during the Vehicle use period, the Vehicle is damaged or its registration plates are forcibly removed, as well as in the event of circumstances of a different nature, due to which the Vehicle Operator / SPARK is deprived of the opportunity to use the Vehicle as intended, the User shall pay of the penalties provided for in Annex № 1, as well as possible compensation for damages caused to the Operator of the Vehicle / SPARK as a result. In the cases under the previous sentences, the reasons why the insurance company does not reimburse the damages are not relevant / applicable, unless they are the result of the culpable conduct of the Operator of the Vehicle / SPARK. Apart from the above cases, each time a traffic accident occurs caused by the User during the use of the Vehicle, the User owes the payment of a penalty stipulated in point 10 of Annex No. 1, together with the other sums due, such as compensation for damages, delinquent payments and other costs arising therefrom.
- 8.4. If during the period of use of the Vehicle, the latter is damaged, destroyed due to an accident caused by the fault of the User, the latter is obliged to pay compensation to SPARK against any losses incurred as a result of the accident caused by the User.
- 8.5. In case during the Vehicle use period, the latter is damaged, destroyed as a result of a traffic accident, which is not recognized as an insured event according to the general rules of the insurer and the insurance company does not compensate losses / refuses to pay compensation for damages, the User is obliged to pay compensation for all losses incurred, including, but not limited to, paid or future repair costs according to the detailed assessment provided, as well as to pay the Operator of the Vehicle / SPARK the amounts provided in the current Penalty List. The following events may be considered as non-insured events:
 - 8.5.1. if the User caused a traffic accident while being under the influence of alcohol, narcotic substances or other psychotropic substances;
 - 8.5.2. if the User was driving the Vehicle without having the right to drive vehicles of the respective category;

- 8.5.3. if the User has failed to comply with the requirements of the police officer (traffic regulation 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;
- 8.5.4. if the User used the Vehicle as an instrumentality of crime;
- 8.5.5. 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);
- 8.5.6. other cases provided for in the conditions of the insurance company.
- 8.6. If in the course of use of the Vehicle it becomes more dirty than usual in operation or is otherwise damaged (both inside and outside, in accordance with paragraphs 4.1.3 and 5.1 hereof), the User is obliged to pay the penalties provided for in Annex № 1 and possibly to reimburse all damages to the Vehicle Operator / SPARK as a result.
- 8.7. In case where the Vehicle is confiscated, detained or lost or any other rights to it are restricted, including the right of the Vehicle Operator / SPARK to use the latter as intended as a result of damage caused to it be removed in the course of use of the Vehicle through the fault of the User or due to the circumstances arising in the course of such use, the User shall be obliged to comply with all terms and conditions of the Agreement in respect of the Vehicle provided herein before returning the Vehicle. The User is obliged to pay the penalties provided for in Annex № 1 and also to indemnify the Operator of the Vehicle / SPARK for the incurred losses incurred in connection with the circumstances specified in this paragraph of the Rules.
- 8.8. The User shall assume full liability for violations of the legal acts and damage caused to third parties during the Vehicle Use Period. In the event that the User drives the vehicle in an improper and / or endangering the health and life of other road users or in any other way that violates the Vehicle use agreement (*including these Rules*) and as a result the Operator The vehicle / SPARK suffers losses (*e.g. payment of additional fees or fines due to public authorities or third parties, but not only, etc.*), the User undertakes to pay the due penalties, as well as to compensate SPARK / Operator of the Vehicle remedy for damages incurred as a result of the circumstances / reasons specified in this paragraph of the Rules. The User shall be notified that all personal data of the User available to SPARK may be transferred to public authorities, bailiffs and/or other persons for the purposes of payment of fees, compensations or fines as provided for in SPARK Privacy Policy (<https://spark.bg/wp-content/uploads/2022/07/Ride-Share-Privacy-Policy-ENG-1.08.22.pdf>).
- 8.9. In any case, payment of the fees, compensations and penalties shall not release the User from the duty to fulfil the obligations provided for in the Vehicle Use Agreement (including the Rules or the Terms and Conditions).
- 8.10. Failure to exercise the rights provided for herein (including the Rules or the Terms and Conditions) by the Operator of the Vehicle shall not imply a waiver of such rights and partial exercise of such rights shall not prohibit from further exercise of such rights.
- 8.11. In case where the User is responsible for the defects of the Vehicle, equipment and/or documents thereof, dirt, defects and/or other non-conformities in the exterior and/or the interior as provided for in the Vehicle Use Agreement (including these Rules or the Terms and Conditions), the User shall be obliged to pay to SPARK / Vehicle Operator the amounts specified in the List of penalties (Annex № 1) and to pay compensation to SPARK / Vehicle Operator for damages incurred as a result of the removal / restoration of the caused shortcomings, defects, dirt for the value of the amounts, which are not covered by the amount of the penalties provided for in Annex № 1.

- 8.12. If, while using the Vehicle, the User violates the Road Traffic Act and / or other applicable regulations and as a result SPARK / the Operator of the Vehicle must take additional actions to detect and eliminate such violations (e.g. *transmission of information to the employees of the Ministry of Interior, the Prosecutor's Office, other administrative bodies, receiving various protocols, police reports, providing answers and conducting any kind of communication, etc., but not only*), the User undertakes to pay SPARK / Operator of The vehicle, the penalties provided for in Annex № 1 and to pay compensation to SPARK / the Operator of the Vehicle for the damages suffered, provided that their amount exceeds the value of the penalties provided for in Annex № 1.
- 8.13. In the event of a breach of the Vehicle Use Agreement (including these Rules or the Terms and Conditions) by the User, the penalties provided for in the List of Penalties or other penalties provided for in the Vehicle Use Agreement shall apply, and in case the amount of damages caused to SPARK / Vehicle Operator exceeds the value of the applicable / provided sanctions / penalties, the User is obliged to pay compensation to SPARK / Vehicle Operator for damages incurred as a result of the violation.
- 8.14. If the User fails to properly and timely settle accounts in accordance with the Vehicle Use Agreement (including these Rules or the Terms and Conditions) or in case of violations of the Contract for the Provision of Services according to paragraphs 3.8, 4.3.1-4.3.13, 5.3. hereof etc., SPARK shall be entitled to request the User to remedy the breaches and block the User's Account. 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 starting of the Vehicle or block the possibility to use the User's Account), suspend performance of the Vehicle Use Agreement for a reasonable period of time and request to return the Vehicle in accordance with the procedure prescribed herein and to claim from the User for payment of compensation for damages caused as a result of the circumstances specified in this paragraph.

9. DEFECTS AND NON-CONFORMITIES OF THE VEHICLE AND RELATED LIABILITY OF THE OPERATOR OF THE VEHICLE

- 9.1. The Operator of the Vehicle shall undertake to ensure that the Vehicle was in good order and prepared for operation; thus, the Operator of the Vehicle shall perform all Vehicle maintenance services.
- 9.2. The defects of the Vehicle which do not affect the traffic safety or shall not affect it in the near future as well as the defects which are not a consequence of improper maintenance of the Vehicle carried out by the Operator of the Vehicle shall not be recognised as defects. The Vehicle colour smearing, minor impurities in the interior of the Vehicle which do not smear clothing, minor defects of the body etc. shall not be considered as defects.
- 9.3. If SPARK fails to ensure collection of the Vehicle reserved by the User for use (i.e. the reserved Vehicle or another Vehicle is not in the chosen place of collection of the Vehicle at the time reserved by the User or the Vehicle is not in good order and cannot be operated) and the afore-mentioned circumstances become evident before the start of the term of the Vehicle, SPARK shall undertake to repay to the User the total amount of the Vehicle reservation and use fee for improper reservation and use paid in advance unless otherwise agreed by the Parties. This paragraph does not apply in cases where the malfunction or damage to the Vehicle that does not allow its operation is caused as a result of the actions of third parties.

- 9.4. If, after the User starts using the Vehicle, the Vehicle breaks down or cannot be operated, the Operator of the Vehicle shall undertake to repay to the User the total amount of the Vehicle Use Fee for the respective drive paid by him/her.
- 9.5. The Operator of the Vehicle shall not be liable for the actions or omission of action of local self-government institutions, other users of the Vehicles and other third parties. The Operator of the Vehicle shall also be not liable for the losses which are incurred or may be incurred by the User as a result of inefficient use of the Vehicle and losses incurred as a result of inefficient use of the Vehicle and the latter did not meet expectations of the User, including not only the available charge in the car battery, respectively the possible mileage, 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 and the use of car air conditioning systems, as well as other side circumstances that affect the charge of the car battery, respectively the mileage of the vehicle. In any case, the Vehicle Operator is not liable for indirect / indirect damages. Limitation of liability of the Operator of the Vehicle shall not be applicable where damage is caused by death, injuries of the User.
- 9.6. The Operator of the Vehicle 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 control of the Operator of the Vehicle.
- 9.7. The Operator of the Vehicle shall in no case be liable for the User's belongings left in the Vehicle.

10. FINAL PROVISIONS

- 10.1. These Rules shall constitute an integral part of the Vehicle Use Agreement.
- 10.2. These Rules may be amended unilaterally by SPARK, in accordance with the rules set out in the provisions of the Consumer Protection Act, by SPARK notifying the User within 7 (seven) days from the date of the amendment.
- 10.3. Either Party shall undertake to notify the other Party of any changes in the address of the registered office (place of residence) and other contact details indicated in the Vehicle Use Agreement in writing (*for example by sending a message to the email address office@spark.bg*), on the Mobile Application or the Website not later than within 5 (*five*) calendar days.
- 10.4. For the purposes of these Rules, the capitalised terms shall have the same meaning as in the Contract for the Provision of Services except for the cases where it is expressly and unequivocally established otherwise.

LIST OF PENALTIES

Nr.	Breach	Amounts of penalties	Explanation of imposition of the fees, compensations or penalties
1	Lost or damaged cable for charging the battery of the Vehicle due to fault or gross negligence shown by the User.	1000 BGN	At the explicit request of the User, a cable for charging the battery of the vehicle may be provided, for which the User bears full responsibility from the day of its delivery, according to the data from the handover protocol. The penalty is necessary in order to ensure the fulfillment of the obligations under the Contract, these Rules (including the General Terms and Conditions) and to compensate the damages incurred as a result of the breach / non-fulfillment.
2	Lost or damaged (broken) key for the Vehicle, caused by fault or gross negligence by the User.	1300 BGN	After termination of use, the ignition key for the Vehicle must be left inside the Vehicle, in the designated place, according to the Instructions for use of the electric vehicle. The penalty applies in cases where after the termination of use of the Vehicle by the User is found damage to the ignition key or the ignition key is missing from the Vehicle.
3	Smoking in the Vehicle.	200 BGN	This penalty applies in cases where smoking is found inside the Vehicle during the started Period of use by the User. As a result, it is necessary to remove the odor from smoking (for example, the smell of nicotine or other odors) by performing a professional cleaning of the interior of the car.
4	Waste in the interior of the Vehicle.	60 BGN	The penalty is applied in cases where after the termination of use of the Vehicle pollution of the interior of the car was found, leaving various waste, food / food residues, used wipes for cleaning, food and beverage packaging, bottles, liquids and other items that pollute the car's interior.

5	Damaged, broken, dirty or otherwise deformed interior of the Vehicle and/or accessories thereof.	Covering documented costs for cleaning and repair work to restore the interior of the car.	The penalty is applicable when damage or damage to the interior of the vehicle, its devices (e.g. lever for control of cleaning systems, lever / buttons for control of lighting systems, sound systems, steering device, etc.) is found after its use by the User has been terminated. In each case, the amount of the penalty is assessed individually, taking into account the degree of damage and / or deformation of the interior. Restoration of the interior may require professional cleaning, repair and purchase of new original spare parts; in such a case, full compensation for reasonable cleaning and / or repair costs may be claimed.
6	Violation of the Road Traffic Regulations and/or other legal acts during the period of use of the Vehicle.	60 BGN	The penalty is imposed due to a notification (e.g. infringement slip, electronic fiche, etc.) from the competent authorities for a breach of the applicable regulations during the use of the Vehicle (respectively breach of contract, including these Rules) and in view of the prevention of subsequent violations of a similar nature by the User and in order to ensure safety when using the Vehicle. Provided that the amount of the sanction imposed on SPARK for the violation committed by the competent authorities exceeds the amount of this penalty, the User undertakes to pay the amount exceeding the amount of the penalty.
7	Transfer of the Vehicle to a third party for driving.	400 BGN	The use / driving of the Vehicle by a person other than the User is expressly prohibited. Only the User has the right to drive / drive the Vehicle. The penalty is applied in the cases when the driving / use of the Vehicle is established by a person other than the User.
8	Failure to inform or untimely inform the Operator of the Vehicle / SPARK and the competent authorities in case of an accident / accident, or leaving the scene of an accident after an accident with the Vehicle.	600 BGN	In case of a traffic accident or other incident, the User must immediately inform the authorities of the Ministry of Interior and other competent authorities (if necessary), as well as the Vehicle Operator / SPARK, and must remain at the scene of accident until the arrival of the relevant state bodies and

			employees of SPARK. This penalty is applicable in case of non-fulfillment of the above conditions by the User.
9	The vehicle is damaged or destroyed during its use, started from the User's Account or immediately before the termination of use, except in cases where the risk of the Vehicle damages is fully covered by the Insurance Company that insured the car.	<p>Depending on number of damaged elements:</p> <p><u>For Volkswagen eUp</u> -3 or more elements: BGN 700 -In case of full damage (total damage within the meaning of the Insurance Code): BGN 5,500</p> <p><u>For Skoda CitiGo e iV</u> -3 or more items: BGN 700 -In case of full damage (total damage within the meaning of the Insured Code): BGN 5,500</p> <p><u>For Nissan ENV200</u> -3 or more items: BGN 700 -In case of full damage (total damage within the meaning of the Insurance Code): BGN 5,500</p> <p><u>For Nissan Leaf registered before 2018</u> -3 or more items: BGN 700 -In case of full damage (total damage within the meaning of the Insurance Code): BGN 5,500</p> <p><u>For Nissan Leaf registered after 2018</u> -3 or more items: 1500 BGN -In case of full damage (total damage within the meaning of the Insurance Code): BGN 8,000</p> <p><u>For Hyundai Kona</u> -3 or more items: 1500 BGN -In case of full damage (total damage within the meaning of the Insurance Code): BGN 8,000</p> <p><u>For Hyundai IONIQ</u></p>	This penalty applies in cases where the damage or loss of the Vehicle is the result of faulty behavior of the User or gross negligence caused by him during the period of use of the Vehicle, including in the event of an accident due to the fault of the User , as a result of which damages (partial damages) have been caused to the Vehicle or total damage within the meaning of the current provisions of the Insurance Code.

		<p>-3 or more items: BGN 2300</p> <p>-In case of full damage (total damage within the meaning of the Insurance Code): BGN 9,500</p> <p>For BMW</p> <p>-3 or more items: BGN 2300</p> <p>-In case of full damage (total damage within the meaning of the Insurance Code): BGN 9,500</p> <p>For all other vehicles which are not explicitly described the following penalties apply:</p> <p>-3 or more items: BGN 2300</p> <p>-In case of full damage (total damage within the meaning of the Insurance Code): BGN 9,500</p>	
10	Occurrence of a traffic accident caused by the User with the used Vehicle.	350 BGN	This penalty is applied due to the fact that as a result of the User's actions, SPARK / Vehicle Operator suffers damage and has to additionally commit a resource to establish, evaluate and clarify the factual situation around the case (e.g. communication with government agencies, insurers, third parties, etc.) and that during the period in which the Vehicle will be repaired, the SPARK / the Operator of the Vehicle will not be able to use the vehicle as intended.
11	The tire (s) of the vehicle are damaged and / or destroyed during the use of the Vehicle by the User or immediately before the cessation of use.	In case of damaged or destroyed car tire (s), a penalty in the amount of BGN 250.00 is due for each object of damage, regardless of the type of vehicle.	The penalty is applicable in the cases where damage to the tires of the Vehicle has been established, which occurred during the Vehicle use period started by the User or immediately before its termination. This penalty is used both to replace the damaged / destroyed elements and to cover the costs of SPARK / Vehicle Operator in connection with the damage or destruction of the respective element (s).
12	The vehicle is not left at the charging station in any of the Permitted Zones or Paid Zones indicated in the Mobile	100 BGN	The vehicle must be transported to the nearest charging station in one of the Permitted Zones or Paid Zones indicated in

	Application, and the charge level of the electric battery allows less than 10 km to travel.		the Mobile Application, which would lead to additional involvement of SPARK/the Operator of Vehicle employees in loading the car in order to provide it for use by other users.
13	The Vehicle is left at a charging station outside the defined Permitted Zones or Paid Zones in the Mobile Application or is left on site outside the Permitted Vehicle Return Zones or Paid Vehicle Return Zones specified in the Mobile Application	300 BGN	The Vehicle must be transported to the nearest charging station in the Permitted Vehicle Return Zones or Paid Vehicle Return Zones indicated in the Mobile Application, when the charge level of the electric battery does not allow more than 10 km.
14	The vehicle is left in an inaccessible place.	250 BGN	The vehicle must be left in the Permitted Vehicle Return Zone or Paid Vehicle Return Zones, in a place specified in the Agreement, these Terms and Conditions, the Mobile Application and the Website. This penalty applies if the Vehicle is left in a place accessible by specialized vehicles (e.g. off-road vehicles) or if the place is reached in difficult terrain and / or a considerable distance.
15	Damage or destruction of the charging station for electric cars due to negligence or gross negligence of the User.	1000 BGN	The charging stations must be used by the User in good faith, in accordance with the instructions set out in the Mobile Application, the Website and the instructions on the charging station. This penalty is applicable in case of damage caused to the charging station used by the User.
16	Driving of the Vehicle under the influence of alcohol, narcotic, psychotropic or other psychoactive substances prohibited by applicable regulations	5000 BGN	It is forbidden to drive / drive a car after the use of alcohol, under the influence of narcotic or psychotropic substances, as well as their analogues and other substances prohibited by current regulations. In case the use of the Vehicle by the User is found, after the use of alcohol, under the influence of narcotic or psychotropic substances, as well as their analogues and other prohibited substances, this Penalty shall apply.
17	The User use the Vehicle without having started its use in accordance with the conditions for reservation and unlocking of the Vehicle, specified in	350 BGN	This penalty applies to any unauthorized use of the Vehicle by the User, as the latter leads to damage to the SPARK / Operator of the Vehicle.

	the Agreement, these Rules (including the General Terms and Conditions).		
18	Upon termination the Vehicle use Period, the User shall not leave in the Vehicle the ignition key and / or the Vehicle documents (including charging cards and / or parking access cards) and / or other accessories of the Vehicle.	BGN 5 for each starting hour following the expiration of one hour from the end of the Vehicle use Period, but not more than the determined daily price for the use of the Vehicle. The penalty is due for each day until the violation is eliminated.	Returning the Vehicle without the ignition key / all necessary documents / accessories makes it impossible to use it by other Users, which leads to damage to SPARK / Vehicle Operator. If such a violation is established, the present Penalty shall apply.
19	The User has not fulfilled any other obligation / obligations arising from the Agreement, these Rules, including the General Terms and Conditions.	60 BGN	This penalty applies provided that in the List of Penalties or other clauses in the Agreement, these Rules or the General Terms and Conditions do not provide for specific liability for the relevant violation.
20	In any case of disability / damage to the Vehicle due to a traffic accident caused by the User or failure to comply with the obligations set out in the Agreement, these Rules or the General Terms and Conditions, as well as actions / inactions by the User, resulting in the Vehicle be left in service for repair and restoration measures (restoration of damages caused by the User's behavior) or be detained / seized in administrative or criminal proceedings or confiscated by the competent authorities and / or the necessary documents for its lawful management are confiscated and / or registration plates and / or other accessories that do not allow its lawful movement on the roads.	75% (<i>seventy-five percent</i>) of the daily price applicable at the time of default, which is charged every 24 hours from the moment when the Vehicle cannot be used by SPARK / Vehicle Operator	This penalty is applied due to the fact that as a result of actions / inactions of the User, SPARK / Vehicle Operator is deprived of the opportunity to use the asset in accordance with its purpose, as a result of which SPARK / Vehicle Operator suffers damage.

21	Violation of the rules regarding the lawful return / parking of the Vehicle by the User after its use according to these Rules, the Contract or the General Terms and Conditions (e.g. parking of the Vehicle in unauthorized places - private parking lots who pay certain parking or stay fees or places where stay or parking is prohibited or limited in time and the like).	60 BGN (<i>for first violation</i>) 120 BGN (<i>repeated violation within 6 / six / calendar months of the previous violation</i>)	The penalty is imposed due to non-compliance / violation of the established rules for return / parking of the Vehicle in accordance with these Rules, the Agreement or the General Terms and Conditions by the User and aims to ensure compliance with the conditions for using and returning Vehicles provided by SPARK / Operator of the Vehicle.
22	In case the vehicle driven by the User is parked in violation of the current provisions of the Road Traffic Act, other applicable regulations and these Rules, as a result of which the Vehicle is forcibly moved by the competent state authorities to a penal parking lot, the User must the payment of a penalty.	150 BGN	This penalty is imposed in cases where the User violates the Agreement, these Rules or the General Terms and Conditions during the period of use of the Vehicle or immediately before its termination, as a result of which the Vehicle was forcibly moved to a penal parking lot.
23	In case the User commits an administrative violation during the started Period of use of the Vehicle, he will be obliged to pay a penalty for non-fulfillment of the obligation specified in this clause, regardless of the administrative sanction imposed on him by the penal authority.	60 BGN (<i>for first violation</i>) 120 BGN (<i>repeated violation within 6 / six / calendar months of the previous violation</i>)	The penalty is imposed due to non-compliance with the established Rules for use of the Vehicle during the period of use started by the User and aims to ensure compliance with applicable regulations governing public relations for the implementation of safe movement on the roads and the conditions under which to use the Vehicle provided by SPARK / the Operator of the Vehicle to the User.

* The above-mentioned penalties are charged by SPARK and are due by the User for each individual case of partial or complete damage to the specific Vehicle. The penalty is due regardless of the claim and / or receipt of insurance indemnity.