

Spark Driver Deactivation Information Sheet

Introduction

This deactivation information sheet is a plain language summary of reasons a driver could be deactivated from the Spark Driver platform. This information sheet is intended for general guidance only; the Spark Driver Contract and App Terms of Use agreement (“Contract”) outlines obligations when providing services and acceptable use of the Spark Driver App (“App”). Drivers can locate the Contract within the App menu.

Deactivation Overview

Drivers are expected to comply with the requirements they agreed to and which are detailed in their Contract. Failure to comply with the Contract, to meet obligations when providing services, and/or use of the App in a unallowed manner may result in deactivation from the platform. Drivers who are reported or identified as having violated the Contract and subsequently deactivated will be promptly notified of the deactivation.

Deactivation Details

Examples of reasons drivers may be deactivated for Contract violations, including but not limited to:

Eligibility

- Failure to meet or maintain platform eligibility standards
- Providing falsified and/or inaccurate personal information, such as a Social Security number or insurance policy information
- Failure to keep required documentation up to date, such as your insurance or driver’s license
- Failure to pass a background screening, including motor vehicle records and criminal background checks (conducted in accordance with applicable laws)
- Failure to pass identity verification checks
- Being trespassed from Walmart, Sam’s Club, or other properties where services are provided

Service Level Standards

- Failure to meet service level standards
- Creating or causing a business disruption in conjunction with providing services
- Attempting to exit a business location without paying for items

Criminal Activity, Discrimination, Harassment, & Retaliation

- Engaging in discrimination, harassment, retaliation, or threatening behavior, including toward Walmart associates in stores or staffing call centers, customers, and other independent contractors
- Engaging in criminal, illegal, and/or unprofessional acts in connection with providing services
- Cause injury or attempt to cause injury to any person or property in connection with providing services
- Unlawfully carrying a firearm and/or making a firearm visible while performing services

Insurance

- Failure to maintain required automobile insurance
- Failure to promptly notify your insurance carrier of any claims against you relating to your providing services and/or failure to cooperate in the investigation of accidents or insurance claims

Compliance

- Failure to meet compliance requirements, including those related to safeguarding orders, delivering restricted merchandise, and/or safeguarding privacy
- Failure to comply with local ordinances and/or with posted requirements of business establishments you enter in connection with providing services
- Failure to follow applicable law in the handling and cleanup of any spills involving hazardous materials
- Failure to maintain legal eligibility to provide services

Using App in a Prohibited Manner

- Account sharing of any kind
- Failure to maintain confidentiality and security of your App account
- Failure to provide your true and accurate geo location while using the App
- Use of VPN or other technology to intentionally or unintentionally mask geo location
- Make available through or in connection with the App any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or

to monitor the use of, any hardware, software, or equipment. This includes but is not limited to the use of jail-broken or rooted mobile devices.

- Use any robot, bot, spider, site search/retrieval application or other manual or automatic device to send, intercept, retrieve, index, “scrape,” “data mine” or otherwise gather any Walmart data, or reproduce or circumvent the navigational structure or presentation of the App, or to mask geolocation, or manipulate the intended functionality of the App without Walmart’s express prior written consent

Earnings

- Failure to maintain an eligible earnings account for deposit of earnings
- Manipulating the App in any way so as to artificially inflate earnings
- Repeatedly accepting and dropping and/or repeatedly cancelling orders
- Falsely marking items as “out of stock” for shopping orders

Confidentiality

- Violating any confidentiality obligations required by the Contract

Disclaimer & Key Legal Information

The information provided in this information sheet is intended for general guidance only. This information sheet does not constitute a legal contract and should not be construed as such. The Contract is the controlling legal document. In the event of any inconsistencies between this information sheet and the terms of the Contract, the terms of the Contract will prevail. For specific details and obligations, please refer to the actual Contract.

This information sheet does not replace, and is not intended to replace, a driver’s signed Non-Disclosure and Dispute Resolution Agreement.