

# GENERAL TERMS FOR DRIVERS

*Last Updated:* **31 October 2022**

**You can download an offline version of these Terms for your record and future reference here.**

These General Terms set forth the main terms and conditions applying to and governing the usage of the Bolt Services. In order to provide Transportation Services via using the Bolt Platform, you must agree to the terms and conditions that are set forth below.

## **1. DEFINITIONS**

- 1.1. **Bolt** (also referred to as "we", "our" or "us") – Bolt Operations OÜ is a private limited company incorporated and registered under the laws of Republic of Estonia with registration code 14532901, registered office Vana-Lõuna tn 15, Tallinn 10134, Republic of Estonia, but also Bolt group companies and partners. Bolt group shall mean (a) companies in which Bolt Operations OÜ exercises control (for example subsidiaries of Bolt Operations OÜ). Bolt partners shall mean local representatives, affiliates, agents etc appointed by Bolt Operations OÜ . The list of Bolt group companies and partners is available at <https://bolt.eu/cities/>.
- 1.2. **Bolt Services** – services that Bolt provides, including provision and maintenance of Bolt App, Bolt Platform, In-app Payment, customer support, communication between the Driver and the Passenger and other similar services.

- 1.3. **Bolt App** – a smartphone application for Drivers and Passengers to request and receive Transportation Services
- 1.4. **Bolt Platform** – technology connecting Passengers with Drivers to help them move around cities more efficiently.
- 1.5. **Passenger** – a person requesting Transportation Services by using Bolt Platform.
- 1.6. **Driver** (also referred to as „you“) – the person providing Transportation Services via the Bolt Platform. Each Driver will get a personal Bolt Driver Account to use Bolt App and Bolt Platform.
- 1.7. **Agreement** – this agreement between Driver and Bolt regarding the use of Bolt Services which consists of:
  - 1.7.1.1. these General Terms;
  - 1.7.1.2. special terms displayed in Bolt App, e.g regarding price info or service descriptions;
  - 1.7.1.3. the Drivers guidelines; and
  - 1.7.1.4. other terms referred to in this Agreement as may be amended from time to time.
- 1.8. **Fare** – the fee a Passenger is obliged to pay Driver for provision of the Transportation Services.
- 1.9. **Bolt Fee** – the fee that Driver is obliged to pay to Bolt for using the Bolt Platform.
- 1.10. **In-app Payment** – cards, carrier billing and other payment methods used by the Passenger via the Bolt App to pay for the Transportation Services.

- 1.11. **Bolt Driver Account** – access to a website containing information and documents regarding usage of the Bolt Services in course of provision of Transportation Services, including accounting documentation. Driver may access the Bolt Driver Account at <http://partners.bolt.eu> by entering username and password.
- 1.12. **Tip** - a gratuity offered by the Passenger at their sole discretion in addition to the Fare paid.
- 1.13. **Transportation Services** – transport service a Driver is providing to Passenger whose request Driver has accepted through the Bolt App.

## **2. ENTRY INTO THE AGREEMENT**

- 2.1. Prior to using the Bolt Services, you must sign up by providing the requested information in the signup application on website and uploading the necessary documentation as required by us. You may sign up either as a legal or a natural person. Upon successful completion of the signup application, we will provide you with a personal account accessible via a username and password. By clicking the „Sign up“ button located at the end of the signup application, you represent and warrant that:
  - 2.1.1. pursuant to valid legal acts, you are entitled to enter into an agreement with us to use the Bolt Platform for providing the Transportation Service;
  - 2.1.2. you have carefully studied, fully understand and agree to be bound by these General Terms, including all obligations that arise as provided herein and from Agreement;
  - 2.1.3. all the information you have presented to us is accurate, correct and complete;
  - 2.1.4. you will keep Bolt Driver Account accurate and profile information updated at all times;

- 2.1.5. you will not authorize other persons to use your Bolt Driver Account nor transfer or assign it to any other person;
  - 2.1.6. you will not use the Bolt Services for unauthorized or unlawful purposes and impair the proper operation of the Bolt Services;
  - 2.1.7. at all times, you fully comply with all laws and regulations applicable in the state you are providing Transportation Services in, including (but not limited to) laws regulating passenger transportation services;
- 2.2. You are obliged to provide your bank requisites in course of filling the payment details upon registration. In case you are a legal person, you must insert the bank account of the company. We are transferring In-app Payment fees to the bank account that you have provided. We are not liable for any incorrect money transactions in case you have provided wrong bank requisites.
- 2.3. After submitting the signup application, you will receive an e-mail with additional conditions that must be met in order to use Bolt Services. These conditions may include providing criminal records, valid driving license, satisfactory technical state of the vehicle, completion of a training course, owning a GPS-supporting mobile device and other conditions as described in the pertinent e-mail. The failure to comply with the provided requirements and conditions may result in termination of the Agreement and right to use the Bolt Services.

- 2.4. You agree that in specific cities or countries Bolt Operations OÜ may assign any of our obligations arising from the General Terms or Agreement to Bolt group companies and partners. This includes, among else, assigning the rights and obligations regarding reviewing documents related to signup applications, trainings, collection of Bolt Fees, forwarding you the fees due, mediating In-app Payment, licensing the Bolt App, etc. Details of the Bolt group companies and partners can be accessed here <http://bolt.eu/cities>.
- 2.5. Registering the account as a legal person (i.e. a company). You are considered to be a legal person, if the recipient of the fees is marked as a legal person in payment details (as accessible in the Bolt Driver Account). In such case, the indicated legal person is considered to be the provider of Transportation Services and a party to these General Terms, Agreement and any further agreements. Only the specific natural person indicated in the signup process may factually provide the Transportation Services. Such natural person may use the account of the Driver only if he/she has read and agrees to be bound by these General Terms and any further documentation that is part of the Agreement. THE LEGAL PERSON IN THE PAYMENT DETAILS AND THE NATURAL PERSON FACTUALLY PROVIDING THE TRANSPORTATION SERVICES UNDER BOLT ACCOUNT SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE GENERAL TERMS AND AGREEMENT CONDUCTED BY THE DRIVER.

- 2.6. Registering Bolt Driver Account as a fleet company. Upon concluding a separate agreement, a fleet company may itself register accounts to its employees and/or service providers. In such case the fleet company shall be required to ensure that its employees and/or service providers conform to the requirements of General Terms, Agreement and any further agreements and agrees to act in accordance and be bound with its conditions and obligations. The fleet company and its employees and/or service providers shall remain jointly and severally liable for any infringement conducted by such employee and/or service provider.

### **3. RIGHT TO USE BOLT APP AND BOLT DRIVER ACCOUNT**

- 3.1. License to use the Bolt App and the Bolt Driver Account. Subject to your compliance with the Agreement, We hereby grant you have a license to use the Bolt App and the Bolt Driver Account. The license does not grant you the right to sublicense or transfer any rights to the third persons. Regardless of the above and if so agreed separately, fleet companies may sub-license the Bolt App and the Bolt Driver Account to the members of its fleet.
- 3.2. In course of using the Bolt App and/or Bolt Driver Account you may not:
  - 3.2.1. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Bolt App, the Bolt Driver Account or other software of Bolt;
  - 3.2.2. modify the Bolt App or the Bolt Driver Account in any manner or form or to use modified versions of the Bolt App or Bolt Driver Account;

- 3.2.3. transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations on Bolt Platform;
  - 3.2.4. attempt to gain unauthorized access to the Bolt App, Bolt Driver Account or any other Bolt Services.
- 3.3. The License granted herein revokes automatically and simultaneously with termination of the Agreement. After termination of the Agreement you must immediately stop using the Bolt App and the Bolt Driver Account and we are entitled to block and delete Driver account without a prior notice.
- 3.4. Using tags and labels of Bolt. Additionally, we may give you tags, labels, stickers or other signs that refer to Bolt brand or otherwise indicate you are using the Bolt Platform. We grant you a non-exclusive, non-sublicensable, non-transferable license to use such signs and only for the purpose of indicating you are providing Transportation Services via the Bolt Platform. After termination of the Agreement you must immediately remove and discard any signs that refer to Bolt brand.
- 3.5. All copyrights and trademarks, including source code, databases, logos and visual designs are owned by Bolt and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Bolt Platform or any other Bolt Services you do not acquire any rights of ownership to any intellectual property.

#### **4. PROVIDING THE TRANSPORTATION SERVICES**

- 4.1. The Driver's Obligations. You hereby guarantee to provide Transportation Services in accordance with the General Terms, Agreement as well as laws and regulations applicable in the state where you are providing Transportation Services. Please note that you are fully liable for any violation of any local laws and regulations as may arise from providing Transportation Services.
- 4.2. You must have all licenses (including a valid driver's license), permits, car insurance, liability insurance (if applicable), registrations, certifications and other documentation that are required in the applicable jurisdiction for providing the Transportation Services. It is your obligation to maintain the validity of all aforementioned documentation. Bolt reserves the right to require you to present evidence and submit for review all the necessary licenses, permits, approvals, authority, registrations and certifications.
- 4.3. You must provide the Transportation Services in a professional manner in accordance with the business ethics applicable to providing such services and endeavour to perform the Passenger's request in the best interest of the Passenger. Among else, you (i) must take the route least costly for the Passenger, unless the Passenger explicitly requests otherwise; (ii) may not make any unauthorised stops; (iii) may not have any other passengers in the vehicle other than the Passenger and the passengers accompanying the Passenger; and (iv) must adhere to any applicable traffic acts and regulations, i.e must not conduct any actions that may disrupt driving or the perception of traffic conditions, including holding a phone in his/her hand while the vehicle is moving.

- 4.4. You retain the sole right to determine when you are providing the Transportation Services. You shall accept, decline or ignore Transportation Services requests made by Passengers at your own choosing.
- 4.5. Costs you incur while providing the Transportation Services. You are obliged to provide and maintain all equipment and means that are necessary to perform the Transportation Services at your own expense, including a car, smartphone, etc. You are also responsible for paying all costs you incur in the course of performing the Transportation Services including, but not limited to, fuel, mobile data plan costs, duty fees, amortization of the vehicle, insurance, relevant corporate or payroll taxes etc. Please bear in mind that using the Bolt App may bring about consumption of large amount of data on your mobile data plan. Thus, we suggest you to subscribe for a data plan with unlimited or very high data usage capacity.
- 4.6. Fares. You are entitled to charge a fare for each instance you have accepted a Passenger on the Bolt Platform and completed the Transportation Service as requested (i.e. Fare). The Fare is calculated based on a default base fare, the distance of the specific journey as determined by the GPS-based device and the duration of the specific travel. The default base fare may fluctuate based on the local market situation. In markets with In-app payment, you may negotiate the Fare by sending us a pertinent request that has been either signed digitally or by hand. Additionally, you shall always have the right to charge the Passenger less than the Fare indicated by the Bolt App. However, charging the Passenger less than the Bolt App indicates, does not decrease the Bolt Fee.

- 4.7. Upfront Fare. A Passenger may be offered to use a ride option that allows the Passenger to agree to a fixed Fare for a given instance of Transportation Service provided by you (i.e Upfront Fare). Upfront Fare is communicated via the Bolt App to a Passenger before the ride is requested, and to you when the ride is accepted or at the end of the ride. The Fare calculated in accordance with section 4.6 shall be applied instead of Upfront Fare if the Passenger changes the destination during the ride, the ride takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the ride materially (e.g a route is used where tolls apply).
- 4.8. In markets with In-app payment, if you find that there has been an error in the calculation of the Fare and wish to make corrections in the calculation of the Fare, you must submit a petition in the section „Fare Review“ of the Bolt App. If a petition in the section „Fare Review“ of the Bolt App has not been submitted, then Bolt shall not recalculate the Fare or reimburse you for an error made in the calculation of the Fare. This option is not applicable in markets with only cash payment.
- 4.9. Bolt may adjust the Fare for a particular order completed, if we detect a violation (such as taking a longer route or not stopping the fare meter of the Bolt App after the Transportation Services have been completed) or in case a technical error affecting the final fare is identified. Bolt may also reduce or cancel the fare in case we have reasonable cause to suspect a fraud or a complaint by the Passenger indicates a violation by you. Bolt will only exercise its right to reduce or cancel the fare in a reasonable and justified manner.

- 4.10. Passenger may have the option to pay the fare for the Transportation Services either directly to you or via the In-app Payment, in markets where this option is available, as described in section 6 of these General Terms. In case the Passenger pays the Fare directly, it is your obligation to collect the Fare. In case the Passenger fails or refuses to pay, Bolt will send a notice of debt to the Passenger on your behalf. Such authorisation derives from the mandate of paying agent given to Bolt and does not entail that Bolt has an obligation to compensate the Fare not paid by the Passenger. If the passengers in the vehicle do not agree to pay the Fare for the provision of Transportation Service, the Fare will be paid by the Passenger who has ordered the provision of Transportation Service. If Passenger justifiably refuses to pay the Fare on the account that your information as provided in the Bolt App is incorrect, then Bolt will not reimburse you for such expenses.
- 4.11. Tips. In some markets Passenger may be given the option to tip you after a successful provision of Transportation Services. The Passenger can Tip you only by means authorised by Bolt for Tipping. The Tip will not affect the amount of Bolt Fees and Bolt will not collect a commission on the Tip paid by the Passenger. You are obliged to fully comply with any tax obligations arising from the Tipping. We may limit the maximum value of a Tip at our sole discretion.

- 4.12. Receipts. After each successful provision of Transportation Services, Bolt shall create and forward a receipt to the Passenger consisting of some or all of the following information: the company's business name, place of business, the first name and surname of the Driver, a photo of the Driver, service license number (if applicable), the registration number of the vehicle, the date-, the time-, the start and end locations-, the duration and length-, the Fare and the Fare and tip paid for the provision of the Transportation Services. The receipt of each provision of Transportation Services is available to you via the Bolt Driver Account.
- 4.13. Cancellation fee & wait time fee. Passenger may cancel a request for Transportation Services that a Driver has accepted via the Bolt App. In some markets, Driver may be entitled to the Fare for cancelled Transportation Services (Cancellation Fee) in the event that a Passenger cancels accepted request for Transportation Services after a certain time period determined by Bolt App.
- 4.14. If, in the course of the provision of the Transportation Services, a Passenger or its co-passengers negligently damage the vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), you shall have the right to request the Passenger to pay a penalty of up to 50 EUR and request compensation for any damages exceeding the penalty. If the Passenger does not consent to paying the penalty and/or compensating the damage, you must notify us and we will then try to collect penalty and/or relevant costs on your behalf from the Passenger. However, bear in mind that we are not taking any liability for direct or indirect damages in relation to cleaning or maintenance of the vehicle caused by Passenger.

- 4.15. Your tax obligations. You hereby acknowledge that you are obliged to fully comply with all tax obligations that arise to you from the applicable laws in relation to providing the Transportation Services, including (i) paying income tax, social security tax or any other tax applicable; and (ii) fulfilling all employee and tax registration obligations for calculations in regard to accounting and transfers to applicable State authorities as required by the applicable law. In case the Tax authority will submit a valid application to us to provide information regarding the activities of you, we may make available to the Tax authority the information regarding the activities of you to the extent set forth in valid legal acts. Additionally, it is your obligation to adhere to all applicable tax regulations that may apply in connection with the provision of Transportation Services. You hereby agree to compensate Bolt for all state fees, claims, payments, fines or other tax obligations that Bolt will incur in connection with the obligations arising from applicable tax regulations not having been met by you (including paying the income tax and social tax).
- 4.16. The Driver's authorisation to issue invoices. Bolt has a right to issue an invoice on your behalf to the Passenger in order to compensate you for any Fares, contractual penalties or other fees incurred by the Passenger. In markets where Bolt issues invoices, the invoice will be made available to you via the Bolt Driver Account.

## **5. BOLT FEES**

- 5.1. In order to use the Bolt Services, you are obliged to pay a fee (i.e. the Bolt Fee or the Bolt Commission). The Bolt Commission is paid based on the Fare of each Transportation Service order that you have completed. The amount of the Bolt Commission will be notified to you via e-mail, Bolt App, Bolt Driver Account or other pertinent means. Please note that the Bolt Commission chargeable may change from time to time, considering the principles of dynamic commission pricing that take into account (i) the balance of the supply and demand for the Transportation Service, (ii) characteristics of the ride ordered; and (iii) conditions of any applicable campaigns. The Bolt Commission is 18% of the Fare.
- 5.2. You must pay the Bolt Fee and any other fees due to us for the previous month at latest by the 15th date of the following month. We may choose to set limits on the maximum amount of fees due from you to Bolt at any given time in order to limit non-payment risk. Upon delay with payment of the Bolt Fee, you shall be obliged to pay a penalty of late payment in the amount of 0,04% (zero point zero four percent) of the unpaid amount per day. You are obliged to cover all costs incurred by us, which are related to debt collection activities.

## **6. IN-APP PAYMENTS**

- 6.1. We may enable Passengers pay for the Transportation Service via cards, carrier billing and other payment methods (Bolt Business etc) directly in the Bolt App (i.e. In-app Payment). You hereby authorise us as your commercial agent to receive the Fares or other fees paid by the Passenger via In-app Payment and to forward relevant funds to you. Any payment obligation made by the Passenger via the In-app Payment shall be considered fulfilled at the time that the payment has been made.
- 6.2. You may not refuse payment by the Passenger via the In-app Payment, or influence the Passenger against the use of the In-app Payment. In case you refuse to accept an In-app Payment without just cause, we shall be entitled to charge you a contractual penalty in the amount of 15 Euros for every refusal and/or block your right to use the Bolt Services in case of repetitive behaviour.
- 6.3. Bolt reserves the right to distribute promo code to riders at our discretion on a per promotional basis. You are required to accept the use of promo code only when the rider applies the code in-app to a trip using card payment. Promo codes may not be applied to cash paid trips. If the use of promo codes is suspected as being fraudulent, illegal, used by a Driver in conflict with our Terms and Conditions relating to promo code use, then the promo code may be canceled and the outstanding amount will not be reimbursed by Bolt to the Driver.

- 6.4. If the option is available and the Passenger chooses to Tip you directly in the Bolt App, the Tip will be collected by Bolt on your behalf together with the Fares and other fees paid by the Passenger via the In-app Payment. If the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used by a Driver in conflict with our Terms and Conditions and, then the Tip can be withheld by Bolt.
- 6.5. You are entitled to review In-app Payment reports in the Bolt Driver Account or App. The reports will show the amounts of the In-app Payments brokered in the previous week as well as the withheld amounts of the Bolt Fee. You must notify us of any important circumstances which may affect our obligations to collect and distribute the Fares paid via In-app Payment.
- 6.6. We are not obliged to pay you the Fare due from the Passenger if the In-app Payment failed because Passenger's credit card or other payment is cancelled or is unsuccessful for other reasons. In such cases we will help you by requesting the Fare due from the Passenger and shall transmit it to you once the Passenger has made the requested payment.

- 6.7. Before providing Transportation Services, you must verify that the service is being actually provided to the right Passenger or the Passenger has expressly confirmed he/she allows other passengers to ride under Passenger's account. If you make a mistake in identifying the Passenger, and the In-app Payment is charged to a person, who has not been provided or has not approved the Transportation Services for other passengers, then we shall reimburse the person for the Fare. In such a case you are not entitled to receive the Fare from us. Additionally, for every wrongfully applied In-app Payment, we shall be entitled to charge you a contractual penalty up to 10 Euros.
- 6.8. Please note that we will set off any Fares or Tip paid via In-app Payment against the amounts that you are obliged to pay to us (i.e. Bolt Fees and contractual penalties). We reserve the right to fulfil any of your financial liabilities to any Bolt group companies, in which case we will acquire the right to submit a claim against you. We may set off any of your financial liabilities against financial liabilities that you may have against us.
- 6.9. Fares and other payments due to you per sec. 6.1 above will be forwarded to you on a periodic basis, typically once every week or other reference period communicated by Bolt in advance. We will forward all relevant funds as per sec. 6.1 above, that we collect on your behalf to the bank account that you indicate in your Driver's account. Bolt may elect, at its discretion, to offer fund transfers at intervals other than the standard reference period subject to limits and conditions prescribed by Bolt.

- 6.10. If we are not able to transfer the Fees or Tip to you due to you not including your bank account details in your Driver's account or if the bank account details have been noted incorrectly, then we will hold such payments for 180 days. If you do not notify us of the correct bank account details within 180 days from the date that the right to claim such payments has been established, your claim regarding the payment of the Fare or Tip not transferred to you shall expire.

## **7. CUSTOMER SUPPORT**

- 7.1. We provide the Drivers customer support regarding the use of the Bolt Services. We have the right to stop providing the customer support services in the event you delay any of the payments due to Bolt for more than 5 (five) calendar days.

## **8. RATINGS AND ACTIVITY**

- 8.1. In order to guarantee high-quality service and provide additional reassurance to Passengers, you hereby acknowledge that the Passengers may provide you a rating and leave feedback regarding the quality of the Transportation Services that you have provided. Your average rating will be linked to your Driver's account and will be available to Passengers at Bolt App. If we find out the rating or comment is not given in good faith, this rating or comment may not be projected in the calculations of your rating.
- 8.2. In addition to the rating, we measure your level of activity and provide you with an activity score, which is based on your activity regarding accepting, declining, not responding and completing Transportation Service requests.

8.3. In order to provide reliable services to Passengers, we may determine a minimum average rating and a minimum activity score that Drivers must establish and maintain. If, after a pertinent notification from us, you do not increase your average rating or activity score to minimum level within the prescribed time period, your Driver's account will be automatically suspended either temporarily or permanently. We may reverse the suspension of your account if it is merited by any external circumstances or it is detected that the suspension was caused by a system error or false ratings.

## **9. MARKET OVERVIEWS AND CAMPAIGNS**

9.1. Market overviews. We may send you, via the Bolt App, Bolt Driver Account, SMS, e-mail or other means, market overviews, in order to increase your awareness regarding when the demand by the Passengers is highest. Such market overviews are merely recommendatory and do not constitute any obligations for you. As the market overview estimations are based on previous statistics, we cannot give any guarantees that the actual market situation will correspond to the estimations provided in the market overview.

9.2. Campaigns promising minimum income. We may also provide campaigns, whereby we will guarantee a minimum income if you provide Transportation Services within a specified timeframe. If the specified minimum is not reached by you, we shall compensate the gap. The specific requirements and conditions will be sent via the Bolt App, Bolt Driver Account, SMS, e-mail or other means. We have full discretion in deciding if, when and to which Drivers we provide such campaigns. If we have reasonable cause to suspect any fraudulent activity by you, we may withhold your Fare until the suspicion of fraud has been cleared.

9.3.

**10. RELATIONSHIP BETWEEN YOU, US AND THE PASSENGERS**

- 10.1. You hereby acknowledge and agree that we provide an information society service and do not provide Transportation Services. By providing the Bolt Platform and Bolt Services, we act as a marketplace connecting Passengers with Drivers to help them move around cities more efficiently. You acknowledge that you are providing the Transportation Services on the basis of a contract for carriage of passengers and that you provide the Transportation Services either independently or via a company as an economic and professional activity. Bolt, as the operator of Bolt App acts as the commercial agent of the Drivers for the mediation of conclusion of contracts between the Driver and the Passenger, and thus, among other things, accepts payments from the Passengers and forwards the payments to the Driver.
- 10.2. You acknowledge that no employment agreement nor an employment relationship has been or will be established between you and us. You also acknowledge that no joint venture or partnership exists between you and us. You may not act as an employee, agent or representative of us nor bind any contract on behalf of us. If due to the implication of mandatory laws or otherwise, you shall be deemed our employee, you hereby agree to waive any claims against us that may arise as a result of such implied employment relationship.
- 10.3. You may not transfer your rights and obligations deriving from the General Terms or Agreement to any third party.

## **11. PROCESSING OF PERSONAL DATA, ACCESS TO DATA**

- 11.1. Your personal data will be processed in accordance with the Privacy Notice, available at <https://bolt.eu/en-ke/legal/ke/privacy-for-drivers/>.
- 11.2. Bolt has access to all personal data and other data provided or generated in connection with your use of the Bolt Services. Bolt shall take all reasonable steps to ensure confidentiality of such data and comply with all applicable Privacy Policies and laws whenever such data contains personal data. Except where otherwise provided by applicable Privacy Policies and laws, Bolt maintains access to such data also after the Agreement between you and Bolt is terminated.
- 11.3. You have access to personal and other data provided by you or generated in connection with your use of the Bolt Services to the extent that is made available to you under your Bolt Driver Account through Bolt App. You shall take all reasonable steps to ensure confidentiality of such data and comply with applicable Privacy Policies and laws as long and to the extent that such data contains personal data of Passengers.

## **12. LIABILITY**

- 12.1. The Bolt Platform is provided on an "as is" and "as available" basis. We do not represent, warrant or guarantee that access to Bolt Platform will be uninterrupted or error free. As the usage of Bolt Platform for requesting transportation services depends on the behavior of Passengers, we do not guarantee that your usage of the Bolt Platform will result in any Transportation Service requests.

- 12.2. To the maximum extent permitted under the applicable law, neither Bolt nor its representatives, directors and employees are liable for any loss or damage that you may incur as a result of using the Bolt Services, including but not limited to:
  - 12.2.1. any direct or indirect property damage or monetary loss;
  - 12.2.2. loss of profit or anticipated savings;
  - 12.2.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;
  - 12.2.4. loss or inaccuracy of data; and
  - 12.2.5. any other type of loss or damage.
- 12.3. The financial liability of us in connection with violating the General Terms or Agreement will be limited to 500 euros. You shall have the right to claim for damages only if we have deliberately violated the General Terms or Agreement.
- 12.4. We shall not be liable for the actions or non-actions of the Passenger or co-passengers and shall not be liable for any loss or damage that may incur to you or your vehicle as a result of actions or non-actions of the Passenger or co-passengers.

- 12.5. You shall be fully liable for breach of the General Terms, Agreement or any other applicable laws or regulations and must stop and remedy such breach immediately after receipt of a respective demand from us or any state authority. You shall indemnify us for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that we may occur in connection with your breach of the General Terms, Agreement and laws and regulations. If Passenger presents any claims against us in connection with your provision of Transportation Services, then you shall compensate such damage to us in full within 7 (seven) days as of your receipt of the respective request from us. In case we are entitled to present any claims against you, then you shall compensate us any legal costs related to evaluation of the damages and submission of claims relating to compensation for such damage.

### **13. TERM, SUSPENSION AND TERMINATION**

- 13.1. The conditions expressly specified in these General Terms shall enter into force as of submitting the signup application. Agreements and other terms shall enter into force once the specific document or message has been made available to you and you commence or continue providing Transportation Services on Bolt Platform.
- 13.2. You may terminate the Agreement at any time by notifying Bolt at least 7 (seven) days in advance, after which your right to use the Bolt Platform and Bolt Services shall terminate. Bolt may terminate the Agreement at any time and for any reason at the sole discretion of us by notifying you at least 3 (three) days in advance.

- 13.3. Bolt is entitled to immediately terminate the Agreement and block your access to the Bolt Platform without giving any advance notice in case you breach the General Terms or Agreement, any applicable laws or regulations, disparage Bolt, or cause harm to Bolt's brand, reputation or business as determined by Bolt in our sole discretion. In the aforementioned cases we may, at our own discretion, prohibit you from registering a new Driver account.
- 13.4. We may also immediately suspend (block) your access to the Bolt Platform and to the Bolt Driver Bolt Driver Account for the period of investigation, if we suspect an infringement of the Agreement or fraudulent activity from your behalf. The block of access will be removed once the investigation disproves such suspicions.
- 13.5. We aim to provide the highest quality service to all Passengers therefore we are monitoring the activity of Drivers on Bolt Platform. If you fail to meet the minimal service requirements, such as the minimal rating and activity score, we are entitled to immediately terminate the Agreement without giving you any advance notice.

#### **14. AMENDMENTS**

- 14.1. Bolt reserves the right to amend these General Terms anytime by uploading the revised version on its website (<http://bolt.eu/legal/>) and notifying you (e.g. via e-mail, Bolt App or Bolt Driver Account) whenever, in the reasonable opinion of Bolt, such amendments are material.
- 14.2. Bolt shall provide at least 15 days advance notice (e.g. via e-mail, Bolt App or Bolt Driver Account) about the amendments that affect the rights of Business Users Operating in the Member State, unless:

- 14.2.1. Bolt is subject to a legal or regulatory obligation which requires it to amend the General Terms in a manner which does not allow it to respect the advance notice period;
  - 14.2.2. immediate amendment is required to address an unforeseen and imminent danger related to health, safety or cybersecurity risks, or defending the Bolt Services, Passengers or Drivers from fraud, malware, spam or data breaches;
  - 14.2.3. you have elected to waive the advance notice period (e.g. you continue to use Bolt Services after receipt of the notice of amendment); or
  - 14.2.4. in the reasonable opinion of Bolt, amendments are beneficial for the Drivers and do not require technical adjustments from them.
- 14.3. If you do not agree to the amendments of the General Terms or other conditions of the Agreement, you have the right to terminate the Agreement by discontinuing the use of the Bolt Services and providing termination notice to Bolt. The termination of the Agreement takes effect on the effective date of the proposed amendment, unless otherwise provided in your termination notice. Your use of the Bolt Services on or after the effective date of the amendment constitutes your consent to be bound by the General Terms or Agreement, as amended.

## **15. APPLICABLE LAW AND COURT JURISDICTION**

- 15.1. The General Terms and Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of Kenya. If the respective dispute resulting from General Terms or Agreement could not be settled by negotiations, then the dispute shall be solved by a competent court in Kenya.

## **16. NOTICES**

- 16.1. You are obliged to immediately notify us of any changes to your contact information.
- 16.2. Any notice required to be given under the General Terms and Agreement shall be sufficiently given if:
  - 16.2.1. delivered personally,
  - 16.2.2. sent by courier with proof of delivery,
  - 16.2.3. sent by registered mail,
  - 16.2.4. sent by e-mail or
  - 16.2.5. made available via the Bolt App or Bolt Driver Account.
- 16.3. Any notice which is sent or dispatched in accordance with the previous clause shall be deemed to have been received:
  - 16.3.1. if delivered personally, at the time of delivery to the party;
  - 16.3.2. if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party;
  - 16.3.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party;
  - 16.3.4. if made available via the Bolt App or Bolt Driver Account, or

16.3.5. if sent by e-mail, on the day the party receiving the e-mail confirms receiving the respective e-mail or on the 2nd day following the dispatch of the e-mail provided that the sender has not received an error notice (notifying that the e-mail was not delivered to the party) and has sent the e-mail again on the next calendar day and has not received a similar error notice.

## **17. FINAL PROVISIONS**

If any provision of the General Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.