

# Bolt Drive General Terms and Conditions

13 August 2021

These Bolt Drive General Terms and Conditions constitute a legally binding agreement ("**Agreement**") between you ("**You**", "**User**" or "**Rider**") and **Bolt Operations OÜ**, registration number 14532901, registered at Vana-Lõuna 15, Tallinn, the Republic of Estonia or its parents, subsidiaries, representatives, affiliates, agents, etc. ("**Bolt**", "**We**", "**Us**" or "**Our**") to all relations between Bolt and the User related to the use of Bolt Platform (defined below) and Car Sharing Services (defined below). By accepting this Agreement, the User agrees to application and content of this Agreement.

The following documents are binding and incorporated by reference into this Agreement:

1. the applicable prices, additional fees, penalties and any other price information and applicable charges as displayed on Bolt App and/or Our Website ("**Price List and Penalties**");
2. instructions, manuals (including, how to use the Motor Vehicle), and any other guidelines displayed on Bolt App and/or Our website;
3. other business and product terms referred to in this Agreement, including service descriptions, policies and notices, including Our Passenger Privacy Policy ("**Privacy Policy**") that is made available on Bolt App or at the website: <https://bolt.eu/legal/> and shall apply respectively (mutatis mutandis) to the processing of Your personal data in connection with the use of the Car Sharing Services;
4. supplemental (if any) country or city-specific terms applicable in the area where the drive is taken.

As Our services evolve, We may amend this Agreement at any time in order to ensure the security and operability of our services, implement updates, comply with legal obligations or ensure commercial viability of our services. Amendments will be effective upon posting of the amended Agreement or its supplemental terms on Our website or Bolt App. Your continued use of Car Sharing Services after such posting constitutes Your consent to be bound by the Agreement as amended. We reserve the right to notify You about amendments via Bolt App, contact information connected to Your Account or in any other reasonable way.

## 1. Definitions

1. "**Account**" - access to Bolt App and/or website containing information and documents regarding usage of the Bolt services in course of provision of Car Sharing Services, including accounting documentation.
2. "**Car Sharing Services**" – Bolt operates the car sharing concept Bolt Drive, which means that Bolt rents out Motor Vehicles, subject to availability, to User with a valid driving license of the respective category of the Motor Vehicle for the Period of Use and within a defined service area subject to terms and conditions of this Agreement which the User must accept in order to use the service.
3. "**Bolt App**" – is a smartphone application that serves, inter alia, an access medium through Bolt Platform for reserving and renting Motor Vehicles, to the extent this is technically possible at the respective location.

4. **"Bolt Platform"** – is technology platform operated by Bolt as the information society service provider which offers Car Sharing Services via Bolt App;
5. **"You", "User" or "Rider "** - shall mean any person that has registered a user account on the Bolt Platform and uses the services of the Car Sharing Services through that user Account.
6. **"Operating Area"** - is the country or city specific area specified on Bolt App within which the User can commence driving, finish driving and return the Motor Vehicle;
7. **"Motor Vehicle"** - shall mean a motor vehicle, including electric motor vehicle, provided by Bolt for rent to the User against the fee and on the basis of this Agreement. Models and types of Motor Vehicles are visible on the website and Bolt App.
8. **"Period of Use"** - shall mean a rental period of the Motor Vehicle which begins as of the moment of reservation of the Motor Vehicle and ends on to the moment the User has finished the drive and returned the Motor Vehicle in compliance with the Agreement. The Period of Use is unlimited, subject to restrictions set forth in the Agreement.
9. **"In-App Payment"** – cards, carrier billing and other payment methods (e.g. Bolt Business) used by the User via Bolt App to pay for the Car Sharing Services.
10. **"Elected Payment Method"** - Your valid credit or debit card or other payment method supported by Bolt App and connected to Your Account.
11. **"Fuel Card"** – is a fuel card in each Motor Vehicle (excl. electric Motor Vehicle) which is intended to pay for fuel at a petrol/gas/service station.
12. **"Charging Card"** - is a charging card in each electric Motor Vehicle which is intended to pay for electricity at a charging station
13. **"IoT"** - shall mean an electronic hardware device installed in the Motor Vehicle, which secures the Motor Vehicle, allows to rent it digitally (lock/unlock) and records the location of the Motor Vehicle, the distance travelled by the Motor Vehicle, the time of use of the Motor Vehicle, use of the fuel and other data related to the Motor Vehicle and use thereof, and transmits this data to Bolt.
14. **"Privacy Policy"** - shall mean Bolt's Privacy Policy, which contains information on the processing of User personal data, including User rights as a data subject.

## 2. Registering Yourself and using Bolt App

1. To be able to use Car Sharing Services You must install Bolt App and register a user account (**Account**). During the installation of Bolt App, Your mobile number will be linked to Your Account and added to Our database. You must sign up by providing the requested information in the signup application and uploading necessary documentation as required by Us.
2. You are obliged to connect Your Account with Your valid credit or debit card or other payment method supported by the Bolt App (**Elected Payment Method**).
3. If the User fails to enter correct data or enters wrong or false data, the registration of the User shall be deemed invalid and shall be cancelled.
4. After submitting the signup application, You will be required to upload Your valid driving license to Bolt App in accordance with Section 4 of the Agreement.
5. In case of any defaults in Bolt App, We endeavour to correct them as soon as possible, but You acknowledge that the functionality of Bolt App may be restricted due to occasional technical errors and We are not able to guarantee unlimited faultless functioning of Bolt

App at all times. We accept no liability for any losses incurred as a consequence of Bolt App not functioning or not being usable in the desired manner.

6. Bolt reserves the right to reject the registration of You if there is reason to assume that You will not act in accordance with the Agreement.
7. You must not register several Accounts with Bolt, trade or rent Your Account to a third party, and create fake, illicit Accounts with Bolt, this includes creating Account by using fake, illicit, false information.
8. It is not allowed for the User to allow any third party to use the User's Account.
9. It is not allowed for the User to disclose the Account login data to any third party. The User shall be responsible for ensuring the security of the Account and confidentiality of User's login details.
10. When creating and using Your Account, You:
  - (a) agree to only use Your real name, accurate personal information and payment card information for setting up the Account, and keep such information up to date at all times;
  - (b) agree that You may be requested to provide Your contact details (phone, e-mail address, residency address);
  - (c) agree that You may be requested to provide proof of identity in the form of a picture of Your driving license, identification card or other legal identification document issued by the government to obtain or maintain access to the Car Sharing Services;
  - (d) are liable for the access, control and security of Your Account, and responsible for all actions carried out under Your Account, unless You have reported misuse of Your Account pursuant to Section 2.11 hereof;
  - (e) agree that We have the right to suspend or disable Your Account to the extent required to (i) secure lawful use of Bolt App, including without limitation for fraud prevention, risk assessment, investigation and customer support purposes; (ii) ensure Your compliance with this Agreement; (iii) comply with an applicable law or the order of a court, law enforcement or other administrative agency or governmental body; or (iv) as otherwise set forth in this Agreement.
11. The User shall immediately notify Bolt to enable Bolt to block access to Account to prevent misuse if User's:
  - (a) any unauthorized access to or use of Your Account
  - (b) loss or the destruction of the mobile device on which the Bolt App is installed;
  - (c) login details are lost or become available to a third party;
  - (d) Account is compromised or available for use by a third party;
  - (e) another situation that may cause loss of control of Your Account.
12. Upon receipt of User's notification specified in Section 2.11 hereof, Bolt shall at the first opportunity, block User's Account.

### **3. Licensing and intellectual property rights**

1. By registering on the Bolt Platform, Bolt grants the User a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Bolt Platform for the purpose of Car Sharing Services.

2. All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of Bolt during the provision of the information society services under the Agreement (incl. the Bolt Platform and any material uploaded therein) belong to Bolt. The User shall not copy, modify, adapt, reverse-engineer, decompile or otherwise discover the source code of the Bolt Platform or any other software used by Bolt or extract or use any data on the Bolt Platform for commercial purposes or any other purpose than using Car Sharing Services. The User shall use the Bolt Platform solely for his/her personal, non-commercial purposes.
3. Bolt is not providing any warranties, guarantees or representations regarding the quality of the Bolt Platform, including regarding the absence of apparent or hidden defects, fitness for ordinary or particular (special) purpose, and Bolt is not required to satisfy the User's claims regarding the quality of the Bolt Platform.

#### **4. Validating Driving Licence and Right to Drive**

1. Users must upload and validate their identity and driving license for the specific Motor Vehicle category through the online validation process according to the instructions provided on the Bolt App.
2. Irrespective thereof, Bolt reserves the right to request You at any time, to prove the validity of Your driving license.
3. After successfully validating the driving license, Bolt shall activate such User's access in Bolt App to book a Motor Vehicle subject to availability in the Operating Area.
4. The User has the right to use Car Sharing Service if the User:
  - (a) has reached to a minimum age specified on the Bolt App;
  - (b) has had a valid driving license for the specific Motor Vehicles category for at least a time period specified on Bolt App; with regard to certain Motor Vehicle models a different minimum time period may apply which will be shown in the Bolt App;
  - (c) carry their valid driving license with them during the Period of Use and comply with all conditions and requirements set out therein;
  - (d) health condition allows driving a Motor Vehicle in accordance with local traffic laws.
  - (e) has not used and is not under the influence of alcohol, narcotic drugs or psychotropic substances or under influence of any other pharmaceuticals which might impair his/her fitness to drive.
5. If the User's right to drive is withdrawn, suspended, revoked or User's driving license is lost, the User may not drive a Motor Vehicle. You must immediately notify Bolt about withdrawal, suspension, revocation of Your right to drive or loss of driving license.
6. The User is strictly prohibited from enabling any third party to drive Motor Vehicles. In the event of any breach of this requirement, the User shall pay a contractual penalty in the amount set out in the Price List and Penalties.

#### **5. Fees and penalties**

1. You will be charged fees and surcharges for Your use of Car Sharing Services in accordance with the Agreement, Price List and Penalties valid at the time of use of the Car Sharing Services available on Bolt App.
2. The Car Sharing Service fee comprises summation of (i) Period of Use and (ii) distance travelled with the Motor Vehicle.

(i) The Car Sharing Service fee for Period of Use is calculated from the moment of unlocking the Motor Vehicle, or in case of paid reservation, from the moment of paid reservation time commences, until the moment of return of the Motor Vehicle to the Operating Area and finishing ride as set forth in clause 7.2.3.

(ii) The Car Sharing Service fee for each kilometre covered by the Motor Vehicle shall be calculated by multiplying the number of kilometres covered by the Motor Vehicle by the price of one kilometre indicated in the Price List and Penalties. The distance covered by the Motor Vehicle shall be rounded up to the nearest (higher) kilometre.

We reserve the right to set the minimum fee for Car Sharing Service.

3. The initial reservation time of the Motor Vehicle which length is indicated on Bolt App is free of charge. When the initial reservation time has ended, then the User may apply paid reservation time for which the fee will be charged in accordance with Price List and Penalties.
4. Our fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Us.
5. Additional surcharges may apply in accordance with the Agreement and Price List and Penalties in relation to cleaning the Motor Vehicle;
6. For the processing of traffic violations and accidents (fees, fines, etc.), damages caused to Motor Vehicle, violation of the Agreement, Bolt is entitled to claim from the User and the User shall pay Bolt a processing lump sum for each instance in accordance with the Price List and Penalties.
7. You are responsible of paying all road taxes, parking fees in private or public parking lots, etc. that may apply and are not included into the price of using the Car Sharing Service;
8. You agree to pay any fees, contractual penalties, fines and/or any other charges incurred by Us, that result from Your use of any Motor Vehicle, You parking any Motor Vehicle improperly (e.g. outside Operating Area), including not following parking rules in Operating Area, or as a result of You violating the Agreement, any law, rule, regulation, or ordinance while using the Car Sharing Services.
9. Bolt has a right to claim contractual penalty in case the User violates the terms and condition of this Agreement. Contractual penalties are indicated in this Agreement and Price List and Penalties available via Bolt App and Our website. Payment of contractual penalty shall not release the User from the obligation to perform the relevant obligations set forth in this Agreement. **The User is obliged to pay contractual penalty to Bolt:**
  - (f) if accessories/property of the Motor-Vehicle (e.g., engine ignition key) is damaged, destroyed or lost;
  - (g) for damaged Motor Vehicle interior/exterior or any part of the Motor Vehicle;
  - (h) for smoking and/or vaping in the Motor Vehicle;
  - (i) for finishing the ride outside the Operating Area.
  - (j) for misuse of the Fuel Card and or Charging Card, including stealing;
  - (k) for any aggressive, hooligan driving, disobeying speed limits and traffic rules, illegal racing or drifting, transportation of dangerous items, careless driving or any other use of the Motor Vehicle not for regular commute ;
  - (l) for driving under the influence of alcohol, narcotic drugs, psychotropic substances and/or other psychoactive substances in the amount of EUR 2,000;
  - (m) for allowing another person to use Your Account and/or drive the Motor-Vehicle;

- (n) for registering several Accounts with Bolt, trade or rent Your Account to a third party, creating fake, illicit Account with Bolt, creating Account by using fake, illicit, false information;
- (o) for stealing and attempting to steal fuel;
- (p) for refuelling the Motor Vehicle with wrong fuel;
- (q) for leaving the Motor Vehicle interior dirty with food or liquids, any other trash, etc.
- (r) for trying to hide the damages of a car accident or avoid responsibility of a car accident/damages.
- (s) for stealing or attempting to steal the Motor Vehicle.
- (t) for returning the Motor Vehicle with an empty fuel tank.
- (u) for other violations and breaches, as indicated in the Price List and Penalties available in the App that Bolt may update unilaterally from time to time.

## **6. Payments and invoicing**

1. Depending on the payment options supported for the given location of the journey, You can pay for the Car-Sharing Services with In-App Payment as and when available through Bolt App.
2. You authorise Us to charge Your Elected Payment Method linked to Your Account for all fees, penalties, charges, taxes and other local government charges incurred by You pursuant to this Agreement. Bolt automatically debits aforementioned charges from the User's Elected Payment Method.
3. After You have reserved a Motor Vehicle, we automatically pre-authorize an amount from Your Elected Payment Method to confirm the availability of the payment.
4. Your obligation to pay for Car Sharing Services and any other fees, charges, penalties, etc. is fulfilled as of the time when the respective amount is debited from your Elected Payment Method. You need to secure that You have sufficient funds in Your Elected Payment Method before using Car Sharing Services.
5. If this payment method fails and/or You have insufficient funds in Your Elected Payment Method, other collection procedures may be employed. You agree to compensate all Our collection costs, including without limitation reasonable legal fees, if You do not pay amounts owed to Us when due.
6. You agree to immediately add a new Elected Payment Method in case of any changes to Your Elected Payment Method that may impair Our ability to charge You pursuant to this Agreement.
7. If Bolt is unable to pre-authorize an amount from Your Elected Payment Method as indicated in clause 6.3 or debit amounts from Your Elected Payment Method as indicated in clause 6.2, then Bolt is entitled to suspend or terminate the Period of Use. In such a case, the User is obliged to finish the drive immediately and return the Motor Vehicle to the Operating Area or follow other instructions provided by Bolt. The Period of Use will be suspended until the User reimburses the accrued service fee.
8. In case the User has previously failed to pay the fee for using the Car Sharing Services in due course, Bolt is entitled to request the User to pay for the services upfront in a specific amount before starting to use Car Sharing Services.
9. When making payments by Bolt In-App Payment, Bolt is not responsible for possible third-party payment costs (e.g mobile operators, bank fees). These service providers may

charge you additional fees when processing payments in connection with the Bolt In-App Payment. Bolt is not responsible for any such fees and disclaims all liability in this regard. Your Elected Payment Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your payment method.

10. Bolt will provide support in resolving problems related to the functioning of Bolt In-App Payment, including resolving disputes related to Bolt in-App Payment. For payment support service please contact: info@bolt.eu. Bolt will resolve Bolt in-App Payment related complaints and applications as expeditiously as possible but no later than within 15 days
11. Bolt shall, at its exclusive discretion, be entitled to provide a credit limit for the Car Sharing Services. Bolt shall have the exclusive right to change the afore-mentioned credit limit, cancel, decrease or increase it at any time.
12. After each provision of Car Sharing Services, Bolt shall create and forward a receipt to the User for the fee, including surcharges, penalties, etc. (if any), for the provision of the Car Sharing Service. Receipts will be issued in accordance with the applicable laws. The receipt of each provision of the Car Sharing Services is available to you via Account.

## **7. Use of the Motor-Vehicle**

### **7.1. Commencement of driving the Motor Vehicle**

1. Before starting a drive, a Motor Vehicle must be reserved in the Bolt App. A Motor Vehicle may be reserved free of charge for the time period indicated in the Bolt App. Free reservation time commences when you click “Reserve” (or equivalent button(s)) on the Bolt App. If User will not commence driving during free reservation time or terminate the reservation of the Motor Vehicle and the free reservation time ends, then paid reservation time up to the time limit indicated on Bolt App (if any) starts automatically. The User shall pay fee for the paid reservation time stipulated in the Price List and Penalties. The User is allowed to terminate the reservation at any time and the User will be charged for the paid reservation time.
2. If the User has not commenced driving the Motor Vehicle by the end of the paid reservation time indicated in Bolt App or after 24h of the beginning of paid reservation time, Bolt is entitled to terminate the reservation of that Motor Vehicle.
3. The Period of Use starts from the moment of reserving the Motor Vehicle.
4. On reaching the Motor Vehicle, the User must select an appropriate command and follow the instructions shown on the Bolt App in order to unlock the Motor Vehicle, or after completing the drive – to lock it.
5. The User shall examine the Motor Vehicle’s interior and exterior to make sure that the Motor Vehicle does not have clearly visible damages and shall undertake to check if all fittings and accessories of the Motor Vehicle such as the ignition key (if any), Fuel Card/Charging Card and the Motor Vehicle documents and manuals are in the Motor Vehicle. In case a label is attached to the damage, then such damage has already been reported to Bolt. If the User detects a damage without a label attached to it, the User shall immediately notify Bolt of any detected nonconformities by the contact details indicated in Bolt App. Otherwise, all non-notified damages might be deemed as occurred during the Period of Use by the User.

6. For starting the Motor Vehicle, use the ignition key kept inside the Motor Vehicle. If the Motor Vehicle does not need an ignition key, the Motor Vehicle shall be started by pressing the button and keeping the brake pedal pressed.

## **7.2. Operating Area, finishing the drive and returning the Motor Vehicle**

1. The User can start and return the Motor Vehicle only in the Operating Area as indicated on Bolt App. The User may return the Motor Vehicle outside the Operating Area only with the prior consent of Bolt. If Bolt consents to return the Motor Vehicle outside the Operating Area, Bolt will charge the User Motor Vehicle's transportation costs back to the Operating Area in accordance with the Price List and Penalties.
2. The User shall be obliged to return the Motor Vehicle in the condition which is not worse than the condition in which the Motor Vehicle was received, taking into account normal wear and tear. In case the User discovers any damages caused during the Period of Use, the User must notify Bolt immediately via Bolt App.
3. The User may terminate the Period of Use at any time by returning the Motor Vehicle in accordance with this Agreement. In order to return the Motor Vehicle the User must:
  - (a) park the Motor Vehicle in the Operating Area as indicated on Bolt App, in place in which it could be publicly accessed at any time, and in compliance with the applicable traffic rules and regulations and/or other legal acts, regulations or restrictions related to parking in the particular location of the Operating Area;
  - (b) turn off the engine and place the ignition key (if any) in designated place in the Motor Vehicle;
  - (c) ensure that User's or third party belongings are not left in the Motor Vehicle and clean up after themselves (e.g. removing trash);
  - (d) ensure that all the Motor Vehicle's documents, Fuel Card/Charging Card and other accessories are in the Motor Vehicle;
  - (e) ensure windows and doors are closed properly; andthen choose the command "Finish ride" (or equivalent button(s)) on the Bolt App. After completing all steps and making sure that the Motor Vehicle is locked, the Period of Use is deemed terminated by the User.
4. Within the Operating Area the Motor Vehicle cannot be returned in:
  - (a) sites with barriers, except for special parking areas at the airports marked on the Bolt App (if any);
  - (b) underground parking lots;
  - (c) private parking areas(e.g. home yard);
  - (d) paid parking areas, except in public unsupervised for-fee parking areas managed by local municipality;
  - (e) any other areas where parking is prohibited by traffic rules and regulations.
5. The User cannot return the Motor Vehicle if the Motor Vehicle is located outside the Operating Area, the Motor Vehicle's ignition is on, doors/windows are unclosed, engine is not turned off or for any other reason indicated to the User on Bolt App.
6. Locations of the Operating Area from which the Motor Vehicle is collected and returned may be different. Some models of the Motor Vehicles indicated on the Bolt App or website must be collected and returned to the same location of the Operating Area.
7. In case the User parks the Motor Vehicle in paid parking area the User must pay for the parking at the User's own cost.



8. When parking the Motor Vehicle the User must take all steps to ensure the safety of Motor Vehicle (i.e., doors are locked, windows are closed, the lights and the player are turned off, ignition is off etc.) and safety of third persons and assets.
9. If the Period of Use cannot be terminated, the User shall promptly notify Bolt accordingly and stay with the Motor Vehicle until the customer service has made a decision on how to proceed..

### **7.3. Refuelling and recharging the Motor Vehicle**

1. A Fuel Card or Charging Card is available in each Motor Vehicle. Only the Fuel Card/Charging Card available in the Motor Vehicle may be used for refilling of fuel/recharging the battery to that Motor Vehicle. In case of use of the Fuel Card/Charging Card, the price of the fuel/charging is included in the Car Sharing Service fee paid by the User and will not be charged separately from the User. The Fuel Card/Charging Card can be used only for purchasing fuel/charging battery and not for other items.
2. The User must refill the fuel tank only with a fuel type as permitted for the Motor Vehicle.
3. Use of the Fuel Card/Charging Card for other vehicles or for filling of fuel to any other container is strictly prohibited. If the User breaches this prohibition, Bolt shall, in all cases, report misappropriation to the police and the User shall be obliged to pay contractual penalty indicated in the Price List and Penalties in accordance with the Agreement.
4. The User shall be obliged to safekeep the Fuel Card/Charging Card and leave it in the Motor Vehicle after using it. In case of loss of the Fuel Card/Charging Card, the User shall immediately, but not later than within 2 hours from becoming aware of the loss, notify the Bolt and shall be obliged to pay contractual penalty indicated in the Price List and Penalties in accordance with the Agreement.
5. The User must not return the Motor Vehicle with an empty fuel tank. The fuel tank of the Motor Vehicle is considered empty if the fuel level is 10% or less.
6. If the fuel level of the Motor Vehicle falls down to 25% and the User refills the fuel tank of the Motor Vehicle with the Fuel Card in the nearest service station of the company which has issued the Fuel Card, then Bolt may provide the User a discount.
7. In case of an electrical Motor Vehicle's battery level falls down to 20%, the User must finish the drive and return the electrical Motor Vehicle at the nearest charging station.

### **8. Handling of Accidents, Damage, Defects and Repairs**

1. If the Motor Vehicle breaks down, alert signals switch on the dashboard of the Motor Vehicle, suspicious extraneous noises can be heard or the Motor Vehicle cannot be further safely operated, the User shall immediately but not later than 1 hour becoming aware of the problem depending on the level of danger (i) stop using the Motor Vehicle, (ii) notify Bolt by telephone available in Bolt App, and (iii) comply with further instructions of Bolt. Bolt is entitled to terminate the Period of Use unilaterally.
2. The User shall immediately report Bolt and the respective public authorities (police, fire service, etc.) by telephone in case of any accident, theft, fire or damage caused or any other damage involving a Motor Vehicle driven by the User. In any such event, Bolt shall provide instructions to the User on how to proceed and the User must follow the instructions of Bolt. The User must complete a traffic accident declaration and carry out other necessary actions in order to prevent or reduce damages to the Motor Vehicle, other property and/or persons. This shall apply irrespective of whether the accident was caused by the User or by a third party or whether the damage is minor or not.

3. The User must notify Bolt by telephone of any accidents, damage and defects of the Motor Vehicle present at the commencement of the drive in accordance with Section 7.1.5.
4. The User must take necessary measures to preserve the evidence and to mitigate the damage in consultation with Bolt.
5. The User must not assume any liability or make any similar declarations to third parties in the event of an accident involving a Motor Vehicle driven by the User. Where the User makes a declaration assuming liability in spite of this prohibition, such declaration shall exclusively apply to the User personally. Neither Bolt nor the insurer of the Motor Vehicle shall be bound by such declaration.
6. Bolt shall be entitled to any compensation paid in relation to damage to the Motor Vehicle. If the User has received any such payments, the User has to transfer them to Bolt without further demand;
7. Only Bolt is entitled to choose the repair shop for repairing the Motor Vehicle in case of defects and damages.
8. In case of an accident after which the Motor Vehicle can no longer be moved, the Period of Use shall end at the latest upon handover of the Motor Vehicle to a towing company approved by Bolt.

## **9. Obligations and prohibitions of the User, User's liability**

1. The User is obliged to:
  - (a) treat and use the Motor Vehicle in according to its intended purpose, in a regular manner and prudently, observe the provisions of the manufacturer's operation manual and drive in safe and carefully, environmentally sound and fuel-efficient way;
  - (b) notify Bolt immediately of any damage to the Motor Vehicle, including resulting from violence or accident or of any soiling; the User shall undertake to immediately notify Bolt and the respective public authorities (e.g., police, fire service) if the Motor Vehicle is destroyed, damaged, breaks down or otherwise becomes improper for use, as well as inform about circumstances preventing operation and use of the Motor Vehicle;
  - (c) prudently protect the Motor Vehicle against theft (windows must be closed and the central locking locked);
  - (d) check the operating liquids and the tire pressure on extended trips at regular intervals and, if necessary, adjust them;
  - (e) check the Motor Vehicle for obvious defects prior to driving;
  - (f) keep the Motor Vehicle (interior and exterior) clean and tidy. If the Motor Vehicle is dirtier than normally after such use, the User shall be obliged to pay surcharges for cleaning indicated in the Price List and Penalties;
  - (g) comply with all applicable laws and regulations, including traffic laws and regulations;
  - (h) stop immediately if a warning light flashes up in the dashboard display and contact Bolt to discuss whether the trip may be continued;
  - (i) ensure that, when using an electric Motor Vehicle, the battery has sufficient capacity at the time of starting the trip in order to bring the vehicle back into Operating Area after the ride and to be able to properly start the charging process, if applicable;

- (j) use the Motor Vehicle within the Operating Area indicated in the App. The User is allowed to use the Motor Vehicle outside Operating Area only with a prior consent of Bolt;
- (k) indicate to Bolt the precise location of the Motor Vehicle at any time if requested and permit an inspection of the Motor Vehicle upon Bolt's request.

2. The User must not:

- (a) drive the Motor Vehicle under the influence of alcohol, narcotic drugs or psychotropic substances or under the influence of pharmaceuticals which might impair his/her fitness to drive. Bolt has zero alcohol policy, a strict ban on alcohol (0.0‰) applies and Bolt is entitled to claim contractual penalty in accordance with Section 5.9 (l) in case of violation;
- (b) drive the Motor Vehicle if User is sick or tired, or where User's driving may pose a risk to the traffic safety, the Motor Vehicle, to other persons;
- (c) drive carelessly, aggressively or hooliganly, including illegal racing or drifting, any other use of the Motor Vehicle not for regular commute or transportation. The foregoing examples are not intended to be exhaustive. Any unreasonable or inappropriate use of a Motor Vehicle, if determined by Bolt in its sole discretion, is deemed a violation of this Agreement. All Motor Vehicles are equipped with IoT that allows to identify any misuse easily;
- (d) use the Fuel Card to fuel vehicles other than the Motor Vehicle to which the Fuel Card is assigned or to use the Charging Card to charge vehicles other than electrical Motor Vehicle to which the charging card is assigned;
- (e) deactivate the passenger airbag, unless this is necessary to transport children or babies with a necessary seat elevation/ child seat installed in accordance with Section 9 (2) f) below. If the passenger airbag has been deactivated, the User must re-activate the passenger airbag when ending the trip;
- (f) transport children or babies without a necessary seat elevation/ child seat. The User must observe all instructions of the manufacturer relating to the installation of child seats;
- (g) use the Motor Vehicle for cross-country trips, motor sports events or races of any kind, vehicle tests, driving trainings, for transporting persons on commercial terms or commercial transports (e.g., courier services, pizza delivery), except with the specific prior written consent of Bolt;
- (h) allow third person to use Your Account and/or drive the Motor Vehicle;
- (i) sublease the Motor Vehicle, assign any of the rights and duties hereunder, or transfer the Motor Vehicle to another person;
- (j) use the Motor Vehicle for towing of other vehicles;
- (k) use the Motor Vehicle to transport dangerous good and easily inflammable, poisonous or otherwise hazardous substances to the extent they significantly exceed household quantities;
- (l) use the Motor Vehicle to transport objects or substances that might impair driving safety or damage the interior of the Motor Vehicle due to their nature, size, form or weight;
- (m) use the Motor Vehicle to commit misdemeanors, criminal offenses or other activities prohibited by the applicable laws and regulations;
- (n) smoke and/or vape or allow others to smoke or vape in the Motor Vehicle;

- (o) take pets into a Motor Vehicle, unless they are in a closed transportation box that is safely placed in the Motor Vehicle or its trunk;
- (p) grossly soil the Motor Vehicle or leave any kind of waste in the Motor Vehicle;
- (q) carry more passengers than the number permitted by the Motor Vehicle registration;
- (r) carry out repairs or any alterations to the Motor Vehicle or have such repairs or alterations carried out on the User's own authority;
- (s) hide or try to hide the damages of a car accident or avoid responsibility of a car accident/damages
- (t) attempt to read, copy, change or delete the data of the IoT.

3. The User is liable:

- (a) for any and all damages that occur to the Motor Vehicle, Bolt or third party or their property during the Period of Use or while the Motor Vehicle is in the User's possession or control, including the entire time the Motor Vehicle is reserved by the User, including for violation of this Agreement and/or any applicable laws and regulations. Such damages include theft or loss of Motor Vehicle, its keys (if the Motor Vehicle has any) and/or accessories, including Fuel Card/Charging Card, the repair costs for the Motor Vehicle and third-party property, injuries to third parties, costs associated with related recovery or transportation of Motor Vehicles, incidental damage, e.g. expert's fees, towing charges, diminished value, additional administration costs, and the loss of use of Motor Vehicles or third party property.
  - (b) for any and all damages that occur as a consequence of traffic offences, misdemeanors or criminal offences committed with the Motor Vehicle. The User shall pay all resulting costs and damages and shall waive Bolt fully from any claims of third parties.
  - (c) for any and all damages that have been caused to the Motor Vehicle, Bolt or third party or their property by a third party whose possession the Motor Vehicle was given by the User in violation of the Agreement.
  - (d) for paying contractual penalties in accordance with this Agreement and Price List and Penalties. The right to claim for damages shall remain unaffected. In this case, the contractual penalty shall be deducted from such damages.
4. If the User causes a traffic accident or if the User causes damage to the Motor Vehicle, the liability of the User shall be limited to the amount specified in the List of Penalties. This limitation of liability applies only if (i) the Motor Vehicle has been used in compliance with this Agreement, (ii) traffic accident and/or damage caused to the Motor Vehicle is caused due to User's accidental carelessness, (iii) the damage has been notified without delay in accordance with Section 9.1.b and (iii) the User cooperates with Bolt to solve the situation. The limitation of liability does not apply in case the User has violated this Agreement and/or damages are caused by User's intent or gross negligence.
5. The User is not liable for violation committed, or damage caused at the fault of Bolt and/or third person except in case the User is responsible for acts of the third party under this Agreement.
6. The User is not liable for any failures of the Motor Vehicle caused by previous use, operation or normal wear and tear, if the User immediately notifies Bolt by telephone or via Bolt App and complies with the instructions given by Bolt.

7. In the event of any breach of this Agreement, including a default in payment, Bolt is entitled to temporarily or permanently suspend or terminate the provision of Car Sharing Services, using any Motor Vehicles, terminate Period of Use and block access to Bolt App/Account with immediate effect. The User will be informed of any such exclusion by e-mail or via Bolt App.

## **10. Bolt's obligations and liability**

1. The Bolt Platform and Bolt App is provided on an "as is" and "as available" basis. We do not represent, warrant or guarantee that access to Bolt Platform or Bolt App will be uninterrupted or error free. We do not represent, warrant or guarantee that Your usage of the Bolt Platform or Bolt App will result in the availability of Car Sharing Services.
2. We disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:
  - (a) whether the information (including any instructions on the App) on the Car Sharing Services is accurate, complete, correct, adequate, useful, timely, or reliable;
  - (b) whether any defects or errors in the Car Sharing Services will be repaired or corrected;
  - (c) whether the Car Sharing Services will be available at any particular time or Operating Area.
3. Bolt shall undertake to ensure that the Motor Vehicle is in good order and condition and is suitable for use and operation for the purpose set out in the Agreement. The faults or malfunctions, which do not have an impact on traffic safety and shall not have an impact in the short run, as well as defects which are not the consequence of improper maintenance of the Motor Vehicle, shall not be recognised as defects.
4. Bolt shall be liable only for damage caused intentionally or due to gross negligence by Bolt or its representatives and the liability is limited to 500 euros. To the extent allowed by applicable law Bolt's liability without fault is excluded.
5. To the extent such liability limitation is allowed by the applicable law, Bolt shall not be held liable for:
  - (d) the damage suffered by the User as a result of delay related to use of the Car-Sharing Services;
  - (e) the damage caused by the User to third persons while using the Car-Sharing Services;
  - (f) any indirect losses, loss of profit;
  - (g) losses, exceeding the price of the Car-Sharing Services that were not provided or were provided improperly.
6. Bolt shall not be liable for any belongings left in a Motor Vehicle or stolen from a Motor Vehicle irrespective of whether such belongings belong to the User or third party. All belongings found in a Motor Vehicle will be disposed of or donated after 30 days of finding them.
7. Bolt shall not be held liable for the User's losses incurred by him/her as a result of inability to use the Motor Vehicle, in the event of an accident or for other reasons beyond control of Bolt.
8. Nothing in this Agreement shall limit or exclude Our liability that cannot be excluded or limited under applicable law.

## **11. Termination**

9. Bolt is entitled to terminate the Period of Use unilaterally in accordance with the Agreement.
10. The User is entitled to terminate the Period of Use unilaterally in accordance with the Agreement.
11. Bolt is entitled to take back the Motor Vehicle and replace it by a comparable Motor Vehicle at any time in coordination with the User.
12. The User is not entitled to withdraw his/her declaration to enter into Period of Use.

## **12. Governing law**

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia.
2. Your obligations may be governed by laws of the Operating Area, for example, traffic and parking laws and regulations applicable in the Operating Area ("Local Laws") and You agree to comply with any such Local Laws.
3. Both We and You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Estonia and any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts.
4. If you are a consumer you can rely, upon non-compliance of the Car Sharing Service with the terms and conditions of this Agreement, on the legal remedies provided by law. Depending on your residency, as a consumer you may also have the right to submit an application at Your local consumer protection authority or via the European Commission Online Dispute Resolution platform at: <http://ec.europa.eu/odr>.

## **13. Miscellaneous**

1. Notices and any other communication in connection with this Agreement or Car Sharing Services should be provided through Bolt App, sent by e-mail to [info@bolt.eu](mailto:info@bolt.eu) or reported through customer support channels made available at Our website or Bolt App.
2. You agree that this Agreement and all incorporated agreements may be automatically assigned by Us in Our sole and absolute discretion.
3. In the event of a conflict or contradiction between the Agreement and the terms and conditions for Your applicable Operating Area, the Operating Area terms and conditions shall prevail.
4. Bolt may change or remove different parts of the Bolt Platform or change the Bolt Platform, its features in part or in whole at any time without prior notice.
5. The User accepts and agrees to the conclusion of this Agreement in English language and to any notices, information or communications given in connection with this Agreement being in English.