

# Terms and Conditions for Passengers

These General Terms and Conditions set out the terms and conditions applying to and governing the usage of the Bolt App which connects passengers ("you") with Providers to help them move around cities more efficiently.

The term "Bolt", "us" or "we" refers to **Bolt Operations OÜ**, a private limited company with its registered office at Vana-Lõuna tn 15, Tallinn 10134, Estonia, founded in the Republic of Estonia (Company Registration Number 14532901). You will find our full contact details at <https://bolt.eu/de/legal/> and more information at <https://bolt.eu/cities/>.

In order to access and use the Bolt App you must first accept the terms and conditions that are set out below (the "**General Terms and Conditions**") as well as to other Bolt terms and policies that may be referenced herein and/or published on [www.bolt.eu/legal](http://www.bolt.eu/legal) and be applicable for usage of additional services or govern your conduct on the platform for the relevant market in question. Bolt may offer you access to additional beta features on the Bolt marketplace for a limited period from time to time. Additional terms and conditions will apply as part of these General Terms and Conditions, which you can access here: <https://bolt.eu/en/legal/beta-terms/>. You can unenroll from being offered these additional beta features at any time by contacting us via the Bolt App or via [germany@bolt.eu](mailto:germany@bolt.eu).

Your agreement to these General Terms and Conditions establishes a contractual relationship between you and Bolt.

## Definitions

**Bolt App** - a smartphone application owned by us, that connects you and Providers, enabling you to request Transportation Services and receive them from the Provider, and to pay for the Transportation Services; at the same time.

**Bolt App Agreement** - an agreement between you and Bolt for the use of the Bolt App, as governed by these General Terms and Conditions.

**Bolt In-App Payment** - are various payment methods (such as credit card or PayPal) that you can use to pay for Transportation Services in the Bolt App.

**Marketplace Conduct Guidelines** - conduct guidelines in relation to the use of the Bolt App and the Transportation Services, set up by Bolt and agreed on by you as part of these General Terms and Conditions, which you can access here <https://bolt.eu/en/legal/de/marketplace-guidelines-terms/>.

**Provider** - a company or an individual entrepreneur who is in possession of a licence for the transport of passengers in the form of rental cars (§ 1 Par. 1, § 2 Par. 1 Sentence 1 No. 4, § 46 Par. 2 No. 3, § 49 Par. 4 Passenger Transport Act ("PBefG")) and/or with taxis (§ 1 Par. 1, § 2 Par. 1 Sentence 1 No. 4, § 46 Par. 2 No. 1, § 47 PBefG) and which provides transport services, including Transportation Services, in its own name, under its own responsibility and for its own account using Bolt Services itself or through one or more drivers.

**Tip** - a small present of money in form of an increase of the fare price given to the Provider for performing the Transportation Services.

**Transportation Service** - the transportation service as described in these General Terms and Conditions provided by a Provider.

## **1. Bolt App Agreement**

1.1 To use the Bolt app, you must register via the Bolt App and set up an account. You will ensure that the information provided by you is always correct, complete and up-to-date. By clicking the sign up button (usually this button states "Sign Up" or a similar wording) at the end of the registration process, you request Bolt to open an Bolt account and you offer to enter into a Bolt App Agreement. Bolt may accept such request by opening such Bolt account and granting you access to the Bolt App.

1.2 Bolt provides an information society service through Bolt App that enables mediation of the requests for Transportation Services between passengers and Providers.

For the avoidance of doubt, Bolt does not directly provide Transportation Services. Transportation Services are provided by Providers under a transportation contract (with you) for the carriage of passengers. Providers deliver Transportation Services on an independent basis (either in person or being part of an organization) as economic and professional service providers. Bolt is not responsible in any way for the fulfilment of the transportation contract entered into between you and the Provider. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of Transportation Services will be resolved between the passengers and the Provider. Data regarding the Provider and their Transportation Service is available in the Bolt App and receipts for journeys are sent to the email address listed in the passenger's (your) profile.

1.3 The passenger (you) enters into a transportation contract with the Provider for the provision of Transportation Services via the Bolt App. Depending on the payment options supported for a given location of the journey, you can choose whether to pay the Provider for the Transportation Services in cash or use Bolt In-App Payment. Payments for Bolt business journeys are handled by a separate agreement for business journeys. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments. If you wish, you may also choose to pay a Tip to the Provider directly or via the use of Bolt In-App Payment. We may limit the maximum value of a Tip in-app.

Once a Transportation Service has been provided by the Provider, we issue an invoice in the name and on behalf of the Provider.

1.4 During the installation of Bolt App, your mobile phone number is linked to your user account and added to our database. If you are no longer using your mobile phone number, you must notify Bolt within 7 days so we can anonymize your account data. If you do not notify us about any change to your number, your mobile operator may issue the same mobile phone number to a new person who, when using the Bolt App, then may have access to your data.

1.5 You are responsible for all activity on your account in the Bolt App.

1.6 Bolt reserves the right, from time to time, to make social interactions available through the Bolt App, such as the ability to contact you, or offer you to rate and comment on the Provider.

## **2. Promotional Codes**

2.1 You hereby accept that Bolt may send you promotional codes on a per promotion basis. Promotional code credit can be applied towards payment on completion of a ride or other features or benefits related to the Transportation Service and/or other services provided by Bolt (as applicable) and are subject to any additional terms that are established on a per promotional code basis. Expiration dates of promo codes will be reflected in-app once you have applied the promo code to your account.

2.2 If your journey amount exceeds the redeemable credit allocated to your ride, the balance will be automatically deducted from your account's payment method. Similarly, a promotional code credit only applies on a per ride basis and cannot carry over to a next ride/ journey and therefore will be forfeited. Only one promotional code may be applied per trip.

2.3 Bolt reserves the right to cancel any promotional code at any time for any reason. This includes, but is not limited to, if Bolt deems that codes are being used in an unlawful or fraudulent manner, those issued mistakenly, and those which have expired.

## **3. Bolt In-App Payment**

3.1 Depending on the payment options supported for the given location of the journey, you can pay for the Transportation Services with a card, mobile carrier billing or other payment methods (e.g. Bolt Business) as and when available through Bolt App. By providing Bolt In-App Payment service, Bolt acts as commercial agent for the providers of the Transportation Services. Every Provider has authorised Bolt as their commercial agent for the mediation of conclusion of contracts between the Provider and the passenger, including the power to accept payments from the passengers and to forward the payments to the Provider. Your obligation to the Provider of the Transportation Services will be fulfilled when the payment order is given to transfer funds to Bolts' bank account. You, as a passenger are responsible for ensuring that the payment takes place and ensuring that sufficient funds are available.

3.2 You may choose to pay a Tip to the Provider using the Bolt In-App Payment service. The Tip can be paid via the Bolt In-App Payment by means authorised by Bolt for that purpose. Bolt will not hold a

commission for the brokerage of the Tip and the Tip will be transferred to the Provider of the Transportation Services in full amount, excluding any taxes, if applicable. Bolt reserves the right to withhold the Tip, 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 in conflict with Bolt's Terms and Conditions.

3.3 When making payments by Bolt In-App Payment, Bolt receives your payments and forwards money to the Provider. Bolt may ask additional data from you to verify the payment method.

3.4 When making payments by Bolt In-App Payment for Transportation Services, 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 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.

3.5 Bolt will be responsible for the functioning of Bolt In-App Payment and provide support in resolving problems. The resolution of disputes related to Bolt In-App Payment also takes place through us. For payment support service please contact us via the Bolt App or via [info@bolt.eu](mailto:info@bolt.eu). Inquiries submitted by e-mail or Bolt App will receive a response within three business days. Bolt will resolve Bolt In-App Payment related complaints and applications within ten business days. However, if payment by Bolt In-App Payment is not possible for any reasons, you are obliged to pay for the ride in cash directly to the Provider.

## **4. Ordering and cancelling the Transportation Services**

4.1 You can create requests for the provision of a Transportation Service in the Bolt App. This is an offer from you to a chosen Provider to conclude a transportation contract. If a Provider accepts your offer, the transportation contract between you and the Provider is concluded on the terms and conditions you have agreed on with the Provider. You will be notified of the acceptance of such request via the Bolt App. Bolt is in no way responsible for the provision of Transportation Services. Bolt does not provide Transportation Services and is not a party to your agreement with the relevant Provider.

4.2 You can cancel your request for a Transportation Service in the Bolt App free of charge before a Provider has accepted such request.

4.3 If you cancel your request for the Transportation Service in the Bolt App after a Provider has accepted such request (i.e. a transportation contract has been concluded), you may be charged with a cancellation fee (the amount of which will be displayed in the Bolt App and can be consulted before your request for Transportation Service), unless you are not at fault. You retain the right to prove that the Provider has suffered no loss at all or only a substantially lower loss..

4.5 If the Provider notifies you via the Bolt App that the Driver has arrived at the pick-up location and you do not appear at such location within a reasonable period of time which is set at 5 (five) minutes, the order may be cancelled by the Provider and in this case a cancellation fee (the amount of which will be displayed in the Bolt App and can be consulted before your request for Transportation Service) will be charged. In case the Provider decides to cancel the request, Bolt is not responsible for such situations.

4.6 Once the Provider notifies you via the Bolt App that the Driver has arrived at the pick-up location, the Bolt App may begin charging fare on a waiting time basis according to the rates specified in the Bolt App.

4.7 If you have requested Transportation Services using the Bolt App and cause damage to the Provider's vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), the Provider will have the right to require you to pay a penalty of EUR 50 and require compensation for any damages exceeding the penalty, caused by you or the persons you have let access the vehicle.

## **5. License to use Bolt App**

5.1 As long as you comply with these General Terms and Conditions, we agree to grant you a royalty free, revocable, non-exclusive, right to access and use the Bolt App in accordance with these General Terms and Conditions, the Privacy Notice and the applicable app-store terms. You may not transfer or sub-license this right to use the Bolt App. In the event that your right to use Bolt App is terminated, the corresponding non-exclusive license will also be terminated.

## **6. Liability**



6.1 As the Bolt App is an information society service (a means of communication) between passengers and Providers, we cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of Transportation Services. Since the respective contract for the provision of a Transportation Service is concluded exclusively between you and the respective Provider, we are not liable for any damages arising from, in connection with or within the scope of such contractual relationship between you and the Provider (e.g. damage to the vehicle, accident). As the usage of Bolt App for requesting Transportation Services depends on the behaviour of the Providers, Bolt does not guarantee that you will always have offers available for the provision of the Transportation Services.

6.2 The Bolt App does not offer or broker Transportation Services for passengers. It is also not a transport agency service for finding passengers for transport providers. The Bolt App is used as the means for organising the provision of Transportation Services by a Provider.

6.3 The consumer's right of refund is not applied to Bolt App orders. Requesting a refund from the Transportation Service does not withdraw you from the agreement in the course of which the provision of the Transportation Service was ordered.

6.4 The Bolt App is provided on an "as is" and "as available" basis. Bolt does not represent, warrant or guarantee that access to Bolt App will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in mind that the functioning of the Bolt App may be restricted due to occasional technical errors and we are not able to guarantee that the Bolt App will function at all times, for example a public emergency may result in a service interruption.

6.5. Subject to Section 6.10., Bolt's liability is excluded. In particular, Bolt shall not be liable for:

- damage or loss arising out of any transaction between you and a Provider;
- the availability and accuracy of the Provider's content, products or services;
- delays or failures in performance resulting from causes beyond our reasonable control;

- any damages resulting from your improper, inappropriate and/or unintended use of the Bolt App.

6.6 In addition, Bolt, its representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using Bolt App or relying on the journey contracted for through the Bolt App, including but not limited to:

6.7.1. any direct or indirect property damage or monetary loss;

6.7.2. loss of profit;

6.7.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;

6.7.4. loss or inaccuracy of data;

6.7.5. any other type of loss or damage.

6.7 The financial liability of Bolt in connection with breach of contractual obligations will, where applicable, be limited to 500 euros. You will have the right to claim for damages only if Bolt has deliberately violated obligations under the Bolt App Agreement. Bolt will not be liable for the actions or inactions of the Provider and will not be liable for damages that the Provider causes to you.

6.8 The limitations of liability arising from this section also apply to Bolt's organs, legal representatives, employees, staff and vicarious agents and/or other persons for whose fault Bolt is liable in accordance with the statutory provisions.

6.9 You agree to fully indemnify and hold Bolt, their affiliate companies, representatives, employees and directors harmless from any claims or losses (including liabilities, damages, costs and expenses of any nature) that they may suffer as a result of your use of the Bolt App (including the Transportation Services you obtain through your use of the Bolt App).

6.10. The limitations of liability under this Section 6 shall not apply to (i) liability for damages caused intentionally or by gross negligence, (ii) liability for damages culpably caused by Bolt and results from injury to life, limb or health, or (iii) in the event of culpable breach of an essential contractual obligation (so called "cardinal obligation"). Cardinal obligations are those obligations of Bolt whose fulfilment makes the



proper execution of the Bolt App Agreement possible in the first place and on whose compliance you regularly rely and may rely. In case of simple negligence, the liability of Bolt is limited to the amount of the damage typical of the Bolt App Agreement and foreseeable at the time of its conclusion.

## **7. Good practice using the Bolt App**

7.1 As Bolt is not a provider or broker of the Transportation Services, any issues with defects or quality of the Transportation Services will be resolved in accordance with the rules and regulations of the Provider or the relevant public authority.

7.2 We ask to fill out a feedback form in the Bolt app. This enables us to offer suggestions to the Providers for improving the quality of their service.

7.3 We expect that you use Bolt App in good faith and be respectful of the Providers who offer their services through Bolt App. Therefore we have set up the Marketplace Conduct Guidelines, which form an integral part of these General Terms and Conditions. In the event of any conflict between the Marketplace Conduct Guidelines and these General Terms and Conditions, these General Terms and Conditions will prevail.

7.4 Bolt will make every effort to ensure that only Providers who have integrity and are respectful of their profession and passengers use the Bolt App. However, we are in no position to guarantee that every Provider of Transportation Services, located by the Bolt app, satisfies the aforementioned criteria at all times. If you experience an objectionable Transportation Service, please notify the company responsible for the service, a supervisory authority or our customer support.

## **8. Term and Termination**

8.1 You may terminate the use of the Bolt App at any time without notice period by deleting your account via the Bolt App. Bolt may terminate your use of the Bolt App with a notice period of one month. The right of both parties to immediate termination for good cause remains unaffected.

8.2 Bolt reserves the right to take adequate measures, including but not limited to warning you, temporarily blocking your account or immediately terminating your use of the Bolt App, in case there are concrete indications of a violation by you of these General Terms and Conditions, including the Marketplace Conduct Guidelines, of any rights of third parties, in particular Providers, in connection with your use of the Transportation Services, of common decency or of any other applicable rule(s) or terms and conditions set out for access to and use of the Bolt App, or in case Bolt has another legitimate interest, such as to protect third parties, in particular Providers, from fraudulent activities.

8.3 Bolt also reserves the right to suspend the use of the Bolt App by you provided that it gives you reasonable notice of its intention to do so.

8.4 If you or Bolt determine that you are no longer using the Bolt App or if Bolt suspends the use of the Bolt App by you in accordance with this section, Bolt reserves the right to delete any non-personal data provided by you or generated by your use of the Bolt App. Consequently, you also waive any right you have to use the Bolt App or to access any content provided by Bolt under the Bolt App, any content provided by Providers or their user content. Bolt will not provide any compensation for any losses.

8.5 The termination of your use of the Bolt App and the cancellation of your account does not imply the cancellation of any obligation to pay any amounts owed to Bolt.

## **9. Changes to the Bolt App**

9.1 Bolt is constantly updating and improving the Bolt App to seek ways to deliver services and provide new and innovative features. Improvements and updates (including security updates) are also made to reflect changing technologies, preferences, behaviours and the way people use the internet and the Bolt App.

9.2 Bolt will modify the Bolt App to the extent necessary to maintain the Bolt App in compliance with the General Terms and Conditions. Bolt will notify and provide you with such updates in a clear and understandable manner. Such changes will be made at no additional cost to you. If you do not install the Service Changes provided by Bolt within a reasonable time, Bolt will not be liable for any breach of contract solely due to the absence of the relevant Service Changes, provided that:

(i) Bolt has informed you of the availability of the Service Changes and the consequences of not installing it; and

(ii) the fact that you have not installed the Service Changes or have installed it improperly is not due to poor installation instructions provided by Bolt.

9.3 In addition, Bolt may change the Bolt App for the following reasons: to add new functionalities, to provide new and innovative features, to update, redefine, suspend the offer and/or support of a particular part of the Bolt App or feature related to the Bolt App and to fix bugs.

## **10. Amendments to the General Terms and Conditions**

We may change these General Terms and Conditions from time to time. We will inform you of amendments to these General Terms and Conditions in text form (e.g. by email) or via the Bolt App no later than two weeks before the proposed date on which they come into effect. You can either agree to the changes or reject the changes by stopping to use our services before the proposed date on which the changes take effect.

For changes to these General Terms and Conditions that are based on:

10.1.1 the implementation of legal changes on which the General Terms and Conditions are based,

10.1.2 changes in the case law or supervisory practice of the competent supervisory authorities directly affecting the General Terms and Conditions, or

10.1.3 the invalidity of a clause which cannot be concluded by dispositive statutory law,

your consent shall be deemed to have been granted if you have not notified your rejection before the proposed date on which the changes take effect. This does not apply to changes to main services. Bolt will specifically draw your attention to this effect of approval in its offer. If you are offered changes, you can also terminate the Bolt App Agreement without notice and free of charge with effect from the date on which the changes come into force. Bolt will specifically draw your attention to this right of termination in its offer. The right of the parties to ordinary termination remains unaffected.

## **11. Privacy**

The passenger's privacy is very important to Bolt. Please read Bolt's Privacy Notice (<https://bolt.eu/en/legal/de/privacy-for-riders/>) to learn how Bolt collects, uses and shares the passenger's information.

## **12. Final Provisions**

11.1 These General Terms and Conditions are construed and governed in accordance with the reglementary stipulations of the Republic of Estonia, except where the application of reglementary stipulations of the Federal Republic of Germany to Passengers as consumers is mandatory. If the respective dispute resulting from this General Terms and Conditions could not be settled by the negotiations, then the dispute will be finally solved in the Harju County Court in Tallinn/Estonia, except for those cases in which due to according applicable mandatory rules, the dispute must be solved in your domicile court.

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

**Date of entry into force: 14 March 2022.**