

## **General Terms and Conditions for Fleet Partners / Drivers providing taxi service in Austria**

By offering the Bolt Apps and the Bolt Services, we offer technological solutions to assist the Fleet Partner in its operations and a platform where Passengers can connect with the Fleet Partners in order to request the provision of Taxi Services. Fleet Partners can also use a number of other services and solutions with the purpose of optimizing their daily operations and fleet management.

These terms and conditions (also referred to as “**T&Cs**”) set out the terms and conditions between the Fleet Partners, their Drivers and Bolt Taxi Austria, Bolt Head Office and Bolt Partners regarding the use of the Bolt Apps, Bolt Accounts and the Bolt Services.

To benefit from Bolt Services and provide Taxi Services through the Bolt Accounts and Bolt Apps, the Fleet Partner / Driver must carefully read and agree to the completion of the terms and conditions set out below.

### **1. DEFINITIONS**

1.1. **Bolt Taxi Austria** (also referred to as we, ours or us) - Bolt ATX GmbH is a registered company under the laws of Austria, registered with the Commercial Court of Vienna, with the registration code: FN 483139z, EU VAT no. ATU72839057, Professional Representation: Austrian Federal Economic Chamber Authority according to ECG (E-Commerce Law) Magistratisches Bezirksamt of the III. district and located in Hohlweggasse 30, Top/Tür Nr. GL2H 1030 Vienna.

**Bolt Head Office** - means Bolt Operations OÜ (registry code 14532901, EU VAT no. EE102090374, address Vana-Lõuna tn 15 Tallinn Harjumaa 10135, Estonia, e-mail address info@bolt.eu).

**Bolt Partners** - means local representatives, local branches or other agents appointed or mandated by Bolt Head Office or by Bolt Taxi Austria.

1.2. **Bolt Services** - Services that Bolt Taxi Austria provides, including the provision and maintenance of the Bolt Apps, the Bolt Accounts, In-App Payment, Passenger support and the communication between the Fleet Partner, the Driver and Passenger, training and on-boarding of the Fleet Partner / Driver, the billing system, and other similar services.

1.3. **Bolt Apps** - a smartphone application intended for the Driver and Passengers who can request and receive Taxi Services.

1.4. **Bolt Accounts** - Bolt Fleet Partner Account and Bolt Driver Account.

1.5. **Passenger** - a person who requests the Taxi Services by using the Bolt Apps.

1.6 **Fleet Partner** - the company/sole trader that provides Taxi Services - who has, among all the necessary requirements, also the appropriate taxi trade license(s). Each Fleet Partner will get a personal Bolt Fleet Partner Account.

1.7 **Driver** - the person, employed by or operating on behalf of the Fleet Partner, using the Vehicle, and providing Taxi Services and who has the appropriate taxi permit ('*Taxilenkerlaubnis*'). Each Driver will get a personal Bolt Driver Account to use Bolt App.

1.8 **Agreement** - The agreement between you (Fleet Partner / Driver) and Bolt Taxi Austria, Bolt Head Office and Bolt Partners regarding the use of the Bolt Apps and Accounts and the Bolt Services and consists of: (i) these T&Cs, (ii) the special terms displayed in the Bolt Apps (e.g., description of service), (iii) guidelines provided in writing on our website or sent via e-mail to the Fleet Partner and/or Drivers from time to time by Bolt Taxi Austria, Bolt Head Office and/or Bolt Partners, (iv) other terms referred to in this Agreement as may be amended from time to time.

1.9 **Fare** - the fee a Passenger is obliged to pay the Fleet Partner for the provision of Taxi Services, which shall amount, to, where permissible by law, a pre-agreed fixed amount; the taxi tariff as imposed and/or applicable from time to time from the applicable law; and, where required based on the official taximeter. It is the sole responsibility of the Fleet Partner / Driver to charge the Passenger the correct Fare as may be imposed by the law applicable for each provision of Taxi Service.

1.10 **Bolt Fees** - the fees the Fleet Partner shall pay to Bolt Taxi Austria for the Bolt Services, including the right to use the Bolt Accounts and Bolt Apps.

1.11 **In-App Payment** - cards, carrier billing and other payment methods used by the Passenger via the Bolt Apps to pay for the Taxi Services.

1.12 **Bolt Fleet Partner Account** - a portal with relevant information and documents on the use of the Bolt Apps and Bolt Services by the Fleet Partner in the course of providing Taxi Services, which also includes accounting documentation. The Fleet Partner can access the Bolt Fleet Partner Account at <http://fleets.bolt.eu> by entering the attributed username and password.

1.13 **Bolt Driver Account** - a Drivers' portal subordinate to the Bolt Fleet Partner Account with relevant information and documents about the individual Taxi Services. The Driver can access the Bolt Driver Account at <http://partner.bolt.eu> or in the Bolt Apps by entering the attributed username and password.

1.14 **Taxi Service** - taxi transport / transportation by motor vehicle service a Fleet Partner, by way of its Driver, is executing towards the Passenger in compliance with the applicable Austrian law.

1.15 **Website** - [www.bolt.eu](http://www.bolt.eu) and all relevant sub-sites, including the Bolt Fleet Partner Account and the Bolt Driver Account.

1.16 **Vehicle** - means the car which belongs to the Fleet Partner, used by the Driver for completing the Taxi Service and that must be fully compliant with the Austrian law, including the applicable local taxi regulation.

## 2. CONCLUSION OF THE AGREEMENT

2.1. Prior to using the Bolt Services, the Fleet Partner must sign up by providing the requested information in the signup application on the Website and uploading or sending via email the necessary documentation as required by Bolt Taxi Austria. Upon successful completion of the signup application by the Fleet Partner, Bolt Taxi Austria will provide the Fleet Partner with a personal account accessible via a username and password. The Fleet Partner shall register on an ongoing basis Drivers and Vehicles, which at the sole discretion of Bolt Taxi Austria will or will not be activated and provided access to the Bolt Apps. By clicking the „Sign up" button located at the end of the signup application and/or by using the Bolt Accounts and/or Bolt Apps, the Fleet Partner and Drivers accept the terms of the Agreement, representing and warranting that:

2.1.1. The Fleet Partner and Drivers are entitled to enter into an agreement with Bolt Taxi Austria to use the Bolt Accounts and Bolt Apps for providing the Taxi Service. The Fleet Partner / Driver carefully studied, fully understand and agree to be bound by these T&Cs, including all obligations that arise from the Agreement and the applicable laws;

2.1.2. All the information the Fleet Partner / Driver has presented to Bolt Taxi Austria is accurate, correct and complete;

2.1.3. The Fleet Partner / Driver will keep the Bolt Fleet Partner Account and Bolt Driver Account accurate and the profile information updated at all times;

2.1.4. The Fleet Partner / Driver will not authorize other persons to use the Bolt Fleet Partner Account or Bolt Driver Account nor transfer or assign the latter to any third party;

2.1.5. The Fleet Partner / Driver will not use the Bolt Services for unauthorized or unlawful purposes and/or impair the proper operation of the Bolt Services;

2.1.6. At all times, the Fleet Partner / Driver shall fully comply with all laws and regulations applicable in Austria and in the location where the Taxi Service is provided from time to time, including - but not limited to - local laws regulating taxi services, as well as obligations to have a certified taximeter in the Vehicle as may be prescribed by the applicable regulation, requirements regarding the Vehicle as well as the regulation on the maximum amount of working hours as applicable and will inform the Drivers at reasonable intervals of all applicable regulations relevant to the Taxi Services;

2.1.7. The Fleet Partner / Driver is liable and must fully indemnify and hold Bolt Taxi Austria, Bolt Head Office and Bolt Partners harmless for the violation of the Fleet Partner's / Driver's obligations under point 2.1.6;

2.1.8. The Fleet Partner / Driver shall not copy or distribute the Bolt Apps, the Bolt Services or any other of Bolt Taxi Austria's content, nor permit such acts without the prior written consent of Bolt Taxi Austria;

2.1.9. The Fleet Partner / Driver agrees with Bolt's privacy policy on the following website: <http://www.bolt.eu/legal/> .

2.2. The Fleet Partner is required to provide its bank account information when completing the payment details during the registration for the Bolt Accounts. The Fleet Partner must insert the bank account of the company/sole trade holder during such registration process. The relevant respective Fares paid by In-App Payment, after deducting any negative balance of the Fleet Partner and any other fees deriving from the Agreement, will be transferred to the bank account that the Fleet Partner has provided. Bolt Taxi Austria, Bolt Head Office, Bolt Partners shall not be liable for any incorrect money transactions in case the Fleet Partner / Driver has provided inaccurate account details.

2.3. After submitting the application form for obtaining the Bolt Accounts, the Fleet Partner / Driver may receive an e-mail with additional conditions that must be met in order to provide Taxi Services while using the Bolt Services, including additional information requests from Bolt Taxi Austria. Among other things, these conditions may include clearance certificates, valid business licenses and driving licenses, confirmation of a particular technical condition or insurance of the vehicle, completion of a training course, the presence of a GPS-assisted mobile device, registration certificates, certificates of the bank account(s) or other evidence for the lawful use of the Vehicle and other conditions as described in the corresponding e-mail. Failure to comply with the provided requirements may result in the termination of the Agreement and the suspension of the right to use the Bolt Services.

2.4. The Fleet Partner / Driver agrees that Bolt Taxi Austria may freely assign any of its obligations, rights and/or claims under this Agreement to Bolt Head Office and/or Bolt Partner. This includes, among other things, assigning the rights and obligations related to the verification of documents, related to registration applications, business licenses, registration certificates,

training, In-Apps Payments and payments/transfers in general, licensing of Bolt Apps, etc. Details of the local Bolt Head Office and/or Bolt partners can be found here <http://bolt.eu/cities>.

## 2.5. Registering to the Bolt Fleet Partner Account:

2.5.1. The Fleet Partner is deemed to be the sole provider of Taxi Services towards the Passengers and party to the Agreement (to which Bolt Taxi Austria, Bolt Head Office or Bolt Partners are not).

2.5.2. In the event of incompatibility in the registration and/or uncertainties on the part of Bolt Taxi Austria on who the Fleet Partner and/or Driver is, Bolt Taxi Austria shall be entitled, at its sole discretion, to suspend the registration process, to suspend the access and usage of the Bolt Apps and the Bolt Services or to terminate the Agreement.

2.5.3. Notwithstanding the above, only the specific natural persons (the Drivers) indicated in the signup process may factually provide the Taxi Services. A Driver may use the Bolt Driver Account only if it has read and accepted the parts of the Agreement relevant to the Driver, has been given access to a Bolt Driver Account or if the Driver actually uses the Bolt Apps. It is strictly prohibited for the Driver to save the Passenger's contact information or to communicate with the Passenger, save where the Driver must communicate with the Passenger for the execution of the Taxi Service to return a belonging left behind by the latter in the Vehicle.

2.5.4. THE FLEET PARTNER AND THE NATURAL PERSON FACTUALLY PROVIDING THE TAXI SERVICES (DRIVER) SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE AGREEMENT.

2.5.5. A certain Vehicle can be registered only under one Fleet Partner and only for one Bolt Fleet Partner Account. A Driver can be registered only under one Fleet Partner and only one Bolt Driver Account can be given to the Driver. The Fleet Partner shall immediately notify Bolt Taxi Austria if a Driver is no longer employed by/contracted to the Fleet Partner and/or if a Vehicle is no longer in its property or lawful possession or it is not in a working or lawful condition, in which cases Bolt Taxi Austria may deactivate the relevant accounts. The violation and attempt to circumvent these conditions may result in the suspension of the right to use any or all parts of the Bolt Services, as well as the potential termination of this Agreement.

2.5.6. Therefore, Bolt Taxi Austria reserves the right to exclude a previously registered Vehicle from using the Bolt Fleet Partner Account / Bolt Apps for any reason, without any compensation or indemnity obligation on Bolt Taxi Austria's part. While performing the Taxi Service, the Driver must select in the Bolt Apps the Vehicle which is used for the purpose of providing Taxi Services. The license plate of such Vehicle will be displayed to prospective Passengers.

2.5.7. The Fleet Partner must ensure that, at all times, the Drivers conform to the requirements of this Agreement and that the Drivers agree to act in accordance with the conditions and

obligations thereof and any further agreements between the Parties. The Fleet Partner and its employees and/or service providers (Drivers) shall remain jointly and severally liable for any infringement conducted by such employee and/or service provider (Drivers).

### **3. FLEET PARTNER/DRIVER'S RIGHT TO USE THE BOLT APPS AND THE BOLT FLEET PARTNER ACCOUNT / BOLT DRIVER ACCOUNT**

3.1. Subject to your compliance with the Agreement, Bolt Taxi Austria hereby grants the Fleet Partner / Driver for valuable consideration a non-exclusive, revocable, non-sublicensable, non-transferable license to use the Bolt Apps, Bolt Driver Account and the Bolt Fleet Partner Account in Austria, in accordance with the conditions of the Agreement.

3.2. In the course of using the Bolt Apps and/or the Bolt Fleet Partner Account and/or the Bolt Driver Account, the Fleet Partner and the Drivers are not allowed to:

3.2.1. Making available the Bolt Apps and/or Bolt Fleet Partner Account and/or Bolt Driver Account and/or Bolt Services and/or other Bolt software, in the form of license, sub-licensing or in any other form, in part or in full, to any unauthorized third party (including sharing of the above);

3.2.2. Attempting to modify, decrypt or disassemble, decompile or reverse engineer or otherwise attempt to obtain the Bolt Apps and/or Bolt Fleet Partner Account and/or Bolt Driver Account and/or Bolt Services and/or other Bolt software source code;

3.2.3. Using the Bolt Apps and/or Bolt Fleet Partner Account and/or Bolt Driver Account and/or Bolt Services in a manner not expressly authorized, including creating related external online links;

3.2.4. Modify Bolt Apps and/or the Bolt Accounts and/or the Bolt Services and/or other Bolt software in any manner or form or use modified versions thereof;

3.2.5. Transferring files containing viruses, corrupted files or other software that could damage or adversely affect the operation of another person's computer, the Bolt Apps / Bolt Accounts or hardware or telecommunications equipment;

3.2.6. Sending spam messages or other mixed or unwanted messages that have any connection to this Agreement or the Taxi Services;

3.2.7. Attempt to gain unauthorized access to the Bolt Apps and/or the Bolt Fleet Partner Account and/or the Bolt Driver Account and/or the Bolt Services and/or other "Bolt" software;

3.2.8. Design or develop any product or service that might be in competition with Bolt Taxi Austria, or is in essence similar to, a copy or an extract of any technical function or content similar to the Bolt Apps and/or Bolt Accounts and/or Bolt Services.

3.2.9. Circumventing the Bolt Apps and Bolt Accounts while performing Taxi Services;

3.3. To use the Bolt Apps, Bolt Services, and the Website, the Fleet Partner / Driver must pay Bolt Taxi Austria or its affiliates the Bolt Fees according to the Agreement.

3.4. The license granted herein revokes automatically and simultaneously with the termination of the Agreement. After the termination of the Agreement, the Fleet Partner / Driver must immediately stop using the Bolt Apps, Bolt Accounts and the Bolt Fleet Partner Account / Bolt Driver Account and Bolt Taxi Austria is entitled to suspend and delete the Bolt Fleet Partner Account / Bolt Driver Account without prior notice.

3.5. All copyrights and trademarks, including source code, databases, logos and visual designs are owned by or exclusively licensed to Bolt Taxi Austria in Austria and are protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Bolt Accounts / Bolt Apps or any other Bolt Services, the Fleet Partner / Driver does not acquire any rights of ownership to any intellectual property whatsoever.

3.6. Using Bolt Tags and Labels:

3.6.1. In addition, Bolt Taxi Austria may make available to the Fleet Partner / Driver tags, labels, stickers, or other signs that refer to Bolt Services and/or “Bolt” branding or otherwise indicate the usage of the Bolt Accounts / Bolt Apps. Bolt Taxi Austria is also entitled to require the mandatory use of these tags and labels.

3.6.2. Bolt Taxi Austria grants the Fleet Partner / Driver a non-exclusive, non-sublicensable, non-transferable license to use “Bolt” signs provided by Bolt Taxi Austria, solely for the purpose of indicating that the Fleet Partner / Driver is providing Taxi Services via the Bolt Accounts / Bolt Apps. Upon termination of the Agreement, the Fleet Partner / Driver must immediately remove and discard any such sign relating to the Bolt Services, Bolt branding or trademark. As a representative of the “Bolt” brand, the Fleet Partner / Driver must at all times behave in such a manner that reflects the values of Bolt Taxi Austria and Bolt Head Office. Any violation on this regard may be cause for termination or suspension of the access or termination of the Agreement at the sole discretion of Bolt Taxi Austria.

#### **4. THE TAXI SERVICES**

4.1. Fleet Partner and Driver guarantee to provide Taxi Services in accordance with the Agreement as well as laws and regulations applicable in the state or city where Taxi Services

are provided. The Fleet Partner and Drivers are fully, jointly and several liable for any violation of any laws and regulations as may arise from providing Taxi Services, which may result in damage claims and immediate termination of the Agreement.

4.2. The Fleet Partner and Driver must have all concessions, licenses (including a valid driver and taxi license), permits, car insurance, liability insurance (if applicable), registrations, certifications and other documentation that are required in the applicable jurisdiction for providing the Taxi Services. It is the Fleet Partner and Driver's obligation to maintain the validity of all aforementioned documentation. Bolt Taxi Austria reserves the right to require to present evidence and submit for review all the necessary licenses, permits, approvals, authority, registrations and certifications.

4.3. Notwithstanding the obligations arising from the Agreement, the legal relationship regarding **the Taxi Service is concluded between the Fleet Partner and the Passenger according to the stipulations of the applicable law.**

4.4. The Fleet Partner will ensure the Driver provides the Taxi 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. The Driver, unless regulated otherwise by applicable law (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; (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 and (v) must keep the Vehicle smokefree, clean and in hygienic conditions at all times, as prescribed by the law.

4.5. Fleet Partner retains the sole right to determine when and for how long the Fleet Partner offers, accepts and provides the Taxi Service - in accordance with applicable law.

4.6.1. The Fleet Partner / Driver are obliged to fulfil and maintain at all times during the Taxi Services, the technical and professional requirements, also relating to the Vehicles and Drivers, especially established by the applicable taxi and passenger transportation regulations as may be applicable from time to time.

4.6.2. Passenger's requests must be accepted and executed in accordance with the applicable law under the sole responsibility of the Fleet Partner / Driver.

4.6.3. The regulation regarding taxi driving and taxi stands shall be abided by the Driver / Fleet Partner. We reserve the right to carry out independent inspections regarding the fulfilment of the legal obligations by the Fleet Partners / Drivers. Should it be ascertained that a violation has



occurred, we reserve the right to immediately terminate the Agreement in line with the provisions provided herein.

4.6.4. The Driver should set its status on “Offline” at all times when the Driver is not ready / available / able to perform a Taxi Service. The Driver is automatically “Offline” while executing a Taxi Service.

4.7. Costs incurred while providing Taxi Services: The Fleet Partner / Driver is obliged to provide, use, and maintain all equipment and means that may be necessary to perform the Taxi Services (in compliance with applicable laws) at its own expense, including a car, smartphone, taxi sign / equipment / taximeter, etc. Fleet Partner / Driver is also responsible for paying all costs incurred in the course of performing the Taxi 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 Apps may consume a large amount of data on the respective mobile data plan. Thus, it is suggested to subscribe for a data plan with unlimited or very high data usage capacity.

4.8. Fares: The Fleet Partner / Driver charges a Fare for each Taxi Service mediated through the Bolt Apps and completed as requested. The Fare is calculated based on the parameters established by the applicable Austrian and local laws. Where the departure and destination are set by the Passenger, the Fare may be fixed in advance and communicated via the Bolt Apps to the Passenger before the ride is requested by her/him (“Pre-Agreed Fare”). In case of Pre-Agreed Fare, the Fleet Partner / Driver may not deviate from the Fare communicated via the Bolt Apps to the respective Passenger.

4.9. Notwithstanding the above, if obliged by applicable laws, the Fleet Partner / Driver must charge the Passenger the exact amount of the Fare indicated by the certified taximeter and adjust the Bolt App accordingly.

4.10. The Fleet Partner agrees to additional fixed Fares (which in any case shall be in line with applicable law) for certain established routes (e.g., city to airport or similar - “cross-border trips”), which will be communicated to the Fleet Partner and be displayed in Bolt Apps for both the Driver and the Passenger to be seen (“Fixed Fare”).

4.11. If the Fleet Partner / Driver find that there has been an error in the calculation of the Fare and wish to make corrections in the calculation of the Fare, a petition must be submitted in the section „Problem with price” of the Bolt Apps. If a petition in the section „Problem with price” of the Bolt Apps has not been submitted, then Bolt Taxi Austria shall not reassess the Fare or reimburse for an error made in the calculation of the Fare.

4.12. Bolt Taxi Austria may adjust the Fare for a particular order that has been completed, if we detect a violation or in case a technical error affecting the final fare is identified. Bolt Taxi Austria may also fully or partially refund the Fare to the Passenger in case Bolt Taxi Austria has

reasonable cause to suspect a fraud or a complaint by the Passenger indicates a violation by the Fleet Partner / Driver. Bolt Taxi Austria should only exercise its right to fully or partially refund the Fare in a reasonable and justified manner.

4.13. The Passenger may pay the Fare for the Taxi Services either directly in cash or via the In-Apps Payment. If the Passenger pays the Fare directly to the Driver, the Driver shall collect the Fare and hand over to the Passenger an invoice generated through the cash register (Registrierkasse) [cf. 4.20], as may be prescribed by law. If the Driver fails to do so, Bolt Taxi Austria may suspend the access of the Driver / Fleet Partner to the Bolt Accounts and Bolt Apps. If the Passenger pays the Fare to the Driver via In-App Payment, Bolt Taxi Austria will create and forward to the Passenger an invoice on behalf of the Fleet Partner/Driver [cf. 4.19].

4.14. Bolt Taxi Austria takes no responsibility if the Passenger refuses to pay the Driver. In such cases, the Driver should turn to the relevant authorities, while Bolt Taxi Austria may send the Passenger a request for payment. Bolt Taxi Austria does not have any 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 Taxi Service, the Fare will be paid by the Passenger who has ordered the provision of Taxi Service. If the Passenger justifiably refuses to pay the Fare on the account that the information stated in the Bolt Apps is incorrect, then Bolt Taxi Austria will not reimburse for such expenses.

4.15. In any case, after each successful provision of Taxi Services, a summary will be sent to the Passenger, consisting of the following information: the Fleet Partners' company business name, place of business, the first name and surname of the Driver, a photo of the Driver, taxi license number (if applicable), the registration number of the Vehicle, the date, the time, the start and end location, the duration and length, the Fare and the tip paid for the provision of Taxi Services.

4.16. Cancellation and waiting time fee: The Passenger may cancel a Taxi Service requested via the Bolt App. In accordance with applicable laws, a fee can be charged, on behalf of the Fleet Partner/Driver, for the waiting time and/or cancellation fee. However, Bolt Taxi Austria nor Bolt Head Office assume no liability for the collection of such fees.

4.17. If, in the course of the provision of Taxi 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), the Fleet Partner / Driver shall have the right to request the Passenger to pay a penalty 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, Bolt Taxi Austria must be notified within 24 hours (and must be accompanied by pictures or other adequate evidence of damage) and we will then try to collect penalty and/or relevant costs from the Passenger. However, Bolt Taxi Austria or Bolt Head Office are not taking any liability for direct or indirect damages in relation to cleaning or

maintenance of the Vehicle caused by Passenger, and are also not obliged to launch any trial in this respect.

4.18. Tax Obligations: The Fleet Partner and Driver hereby acknowledge to be obliged to fully comply with all tax obligations that arise from the applicable laws in relation to the provision of Taxi Services, including (i) paying corporate tax, income tax, social security tax or any other tax applicable, including corporate income and profit tax; and (ii) fulfilling all employee and tax registration obligations (including obtention of VAT identification number) as required by the applicable law. In addition, it is the Fleet Partner / Driver's duty to provide Bolt Taxi Austria with all relevant tax information, including (among others) VAT numbers. In case the tax authority will submit a valid application to us to provide information regarding a given Fleet Partner / Driver's activities, we may make available to the tax authority the information regarding such activities to the extent set forth in valid legal acts. Additionally, it is the Fleet Partner / Driver obligation to adhere to all applicable tax regulations that may apply in connection with the provision of Taxi Services. The Fleet Partner hereby agrees to compensate Bolt Taxi Austria all state fees, claims, payments, fines or other tax obligations that Bolt Taxi Austria will incur in connection with the obligations arising from applicable tax regulations not having been met by the Fleet Partner / Driver (including paying the income tax and social tax).

4.19. Authorization to issue invoices: Bolt Taxi Austria, or mandated third parties, have the right to issue invoices on the Fleet Partner's behalf to the Passengers for the compensation of Fares, contractual penalties or any other fees mediated by Bolt Taxi Austria. The invoice will be made available via the Bolt Fleet Partner Portal. It is the Fleet Partner / Driver responsibility to verify the invoices on a weekly basis and the Fleet Partner / Driver must promptly inform Bolt Taxi Austria should there be any error.

4.20. Cash register: The Fleet Partner and its Drivers shall be able to accept cash payments of the Fare, and it is required to handle these payments by law-compliant cash registers. The Fleet Partners and their Drivers are solely responsible to be compliant with any applicable legislation on cash payments.

4.21. Tipping. Passengers may be given the option to tip the Fleet Partner / Driver after a successful provision of Taxi Services. The Passenger can tip only by means made available by Bolt App for Tipping. The Tip will not affect the amount of Bolt Fees and Bolt Taxi Austria will not collect a commission on the Tip paid by the Passenger.

## **5. BOLT FEES**

5.1. To use Bolt Services, the Fleet Partner must pay Bolt Taxi Austria a fee (i.e., Bolt Fees). The Bolt Fees are paid based on the Fare of each Transport Service order the Fleet Partner/Driver has completed. The amount of the Bolt Fees will be provided to the Fleet Partner by email, through the Bolt Apps, the Bolt Fleet Partner Account or other relevant means. The

Fleet Partner / Driver acknowledges that the Bolt Fees may change from time to time. Bolt Taxi Austria shall send the Fleet Partner a prior notification one day before each such change.

5.2. The Fleet Partner must pay the Bolt Fees and other fees within the payment terms specified in Bolt Taxi Austria's underlying invoices, which may not be shorter than seven (7) days. If the Fleet Partner is late in paying the Bolt Fees, they will be required to pay a late payment of 0.05% (zero point four percent) of the unpaid amount per day. The Fleet Partner is required to cover all costs incurred by Bolt Taxi Austria which are related to debt collection activities.

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

6.1. Passengers may be enabled to pay for the Taxi Services via cards, carrier billing and other payment methods (Bolt Business, etc.) directly in the Bolt Apps (cf. In-App Payment). The Fares of the Fleet Partner/Driver, including any applicable taxes or other fees paid by the Passenger are to be collected via the In-App Payment. Any payment obligation made by the Passenger via the In-App Payment shall be considered fulfilled as of the time that the payment has been made. The Fleet Partner / Driver agrees that payments made by the Passengers through In-App Payment are considered to be payments made directly to the Fleet Partner / Driver.

6.2. The Fleet Partner / Driver may not deny payment by the Passenger through the In-App Payment or influence the Passenger against using the In-App Payment. If the Fleet Partner / Driver refuses to accept an In-App Payment without good cause, Bolt Taxi Austria shall be entitled to charge the Fleet Partner / Driver a penalty of 50 Euro for any refusal and/or suspend the Fleet Partner's / Driver's right to use the Bolt Services in case of repetitive behaviour or terminate the Agreement.

6.3. Bolt Taxi Austria reserves the right to engage in promotional initiatives in favor of the Passengers at its discretion on a per promotion basis. The Fleet Partner / Driver accepts to be part of such initiatives. If the use of promotional codes (if any) is suspected as being fraudulent, illegal, used by a Fleet Partner / Driver in conflict with the Agreement relating to promotional code use, then the promotional code may be cancelled and the outstanding amount will not be reimbursed by Bolt Taxi Austria to the Fleet Partner / Driver.

6.4. In-App Payments received in the Bolt Fleet Partner Account will be periodically transferred, as accounted for under the period of relevance - starting on Monday, 0.00 and ending on Sunday, 23.59, every week - by bank transfer to the bank account specified by the Fleet Partner, by the fourth day of the week following the period of relevance but not exceeding 14 (fourteen) days from the end of the period of relevance. Any commissions, fees, costs and any other legal claims arising from the law or the Agreement shall be deducted from the amount to be transferred to the Fleet Partners. If the Fleet Partner requests an In-App Payment review, transfers of due amounts might be made after such review has been completed.

6.5. The Fleet Partner is entitled to review In-App Payment reports in the Bolt Fleet Partner Account or the Bolt Apps. The reports will show the amount of In-App Payments brokered in the previous week, as well as the withheld amounts relevant to the Bolt Fees.

6.6. Fleet Partners has no right to claim the payment of the Fare due from the Passenger from Bolt Taxi Austria, the Bolt Head Office or Bolt Partners if the In-App Payment failed because the Passenger's credit card or other payment is cancelled or is unsuccessful for other reasons. In such case, Bolt Taxi Austria will assist the Fleet Partner in requesting the Fare owed by the Passenger and the relevant share of such Fare will be transferred to the Fleet Partner once the Passenger has completed the requested payment.

6.7. Before providing Taxi Services, the Fleet Partner / Driver 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 the Passenger's account. If the Fleet Partner / Driver makes 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 Taxi Services for other passengers, then Bolt Taxi Austria shall reimburse the person for the Fare. In such case, the Fleet Partner / Driver is not entitled to receive its share of the Fare. Additionally, for every wrongfully applied In-App Payment, Bolt Taxi Austria shall be entitled to charge the Fleet Partner / Driver a contractual penalty up to € 50.00.

6.8. The Fleet Partner / Driver must notify Bolt Taxi Austria of any major circumstances that may affect the collection and distribution of the relevant share of Fares paid through In-App Payment, as well as all those cases where the Fleet Partner / Driver is of the opinion that the respective funds were not duly received.

6.9. Please note that any Fares or Tip paid via In-App Payment can be set off against the amounts that the Fleet Partner / Driver is obliged to pay in connection with using Bolt Apps and Bolt Services (i.e. Bolt Fees and penalties). Bolt Taxi Austria may set off any of the Fleet Partner's financial claims against financial claims that the Fleet Partner may have against Bolt Taxi Austria.

6.10 If a transfer regarding the respective amount of Fares or Tips to the Fleet Partner is not possible due to the Fleet Partner / Driver not including its bank account details in its Fleet Partner / Driver account or if the bank account details have been inserted incorrectly, then such payments will be held for 180 days. If the Fleet Partner / Driver does not notify Bolt Taxi Austria of the correct bank account details within 180 days from the date that the right to claim such payments has been established, the Fleet Partners's / Driver's claim regarding the payment of the Fare or Tips not yet transferred shall expire.

6.11. If the option is available and the Passenger chooses to Tip directly in the Bolt App, the Tip will be collected 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 in conflict with our T&Cs and, then the Tip can be withheld.

## **7. CUSTOMER SUPPORT**

Bolt Taxi Austria provides assistance to the Fleet Partners and Drivers regarding the use of Bolt Services. Bolt Taxi Austria has the right to discontinue such services at any time in case of late payments, for any reason.

## **8. RATINGS AND ACTIVITY**

8.1 To ensure a high quality service and provide additional reassurance to Passengers, the Fleet Partner and Driver hereby acknowledge that the Passengers may provide you a rating and leave feedback on the quality of the Taxi Services provided. The average rating will be linked to the Bolt Driver Account and may be made available to Passengers requesting Taxi Services. The Passenger is expected to provide the reviews and comments to the best of their knowledge and belief, and if a rating or comment was not provided in good faith, such a rating or comment may not be projected in the calculation of the rating.

8.2. In addition to the rating, the level of activity of the Fleet Partners and Drivers and relevant activity scores will be displayed in the Bolt Driver Account, which are based on accepting, declining, not responding and completing Taxi Service requests, for the purpose of helping the Fleet Partners evaluate their Drivers.

8.3. The ratings described above will not be used by us as the sole basis for terminating the Agreement.

## **9. MARKET ANALYSIS AND CAMPAIGNS**

9.1. Market Overviews: Bolt Taxi Austria may send the Fleet Partner / Driver via the Bolt Apps, Bolt Driver Account, SMS, e-mail or other means, market overviews, to increase its awareness of when the Passengers' needs are the highest. Please note that such market analysis are only recommendations and do not constitute any obligations for either party. As any market estimation provided is based on previous statistics, we cannot give any guarantees that the actual market situation will reflect the latter.

9.2. Campaigns promising a minimum income: We may also provide campaigns, whereby we will guarantee a minimum income if the Fleet Partner/Driver provide Taxi Services within a specified timeframe, location or other criteria defined by Bolt Taxi Austria. If the specified minimum income is not reached, we shall compensate the gap. The specific requirements and conditions will be sent via the Bolt Apps, Bolt Driver Account, SMS, email or other means. We

have full discretion, in deciding if, when and to which Fleet Partner and/or Drivers we provide such campaigns. If we have reasonable cause to suspect any fraudulent activity by the Fleet Partner/Driver, we may withhold their Fare until the suspicion of fraud has been cleared.

9.3. Campaigns for Passengers: Bolt Taxi Austria may occasionally arrange various campaigns to Passengers in order to promote the Bolt Services. Bolt Taxi Austria may agree to pay part of the Fare on behalf of the Passenger, thereby leaving the Fare to be perceived by the Fleet Partner unaltered. Bolt Taxi Austria may set-off any due amounts to the Fleet Partner against the Bolt Fees.

## **10. RELATIONSHIP BETWEEN FLEET PARTNERS, DRIVERS, BOLT TAXI AUSTRIA AND THE PASSENGERS**

10.1. The Fleet Partner / Driver hereby acknowledges and agrees that Bolt Taxi Austria acts as a taxi dispatcher connecting Passengers with third party Fleet Partners to help the Passengers move around cities more efficiently, and does not provide in any way Taxi Services. The Fleet Partner / Driver acknowledges that the Fleet Partner / Driver is providing the Taxi Services on the basis of a service contract with the Passengers and that the Fleet Partner / Driver provides the Taxi Services as an economic and professional activity.

10.2. It is understood that the Fleet Partner and the Passenger are bound by a service contract to provide the Passengers with Taxi Services to which Bolt Taxi Austria, Bolt Head Office or Bolt Partners are not a party.

10.3 The Driver / Fleet Partner hereby expressly declares that the relationship between the Driver / Fleet Partner and Bolt Taxi Austria, Bolt Head Office, Bolt Partners is not an employment relationship and that no employment relationship will arise between the Driver / Fleet Partner and Bolt Taxi Austria, Bolt Head Office, Bolt Partners. The Parties also agree that there is no joint venture or partnership, or joint provision of services, between the Fleet Partner and Bolt Taxi Austria or Bolt Head Office, Bolt Partners. The Fleet Partner / Driver may not act as a clerk, agent or representative of Bolt Taxi Austria, Bolt Head Office, Bolt Partners or its affiliates or bind Bolt Taxi Austria, Bolt Head Office, Bolt Partners to any contract.

10.4. If the Driver is deemed to be an employee of Bolt Taxi Austria or its affiliate due to the application of mandatory laws or otherwise, the Fleet Partner / Driver agrees to indemnify Bolt Taxi Austria against any claims of any person, entity, regulatory or governmental authority based on such implied employment.

10.5. The Fleet Partner / Driver shall not assign the rights and obligations under the Agreement to any third party without the prior written consent of Bolt Taxi Austria.

10.6. The Fleet Partner acknowledges that Bolt Taxi Austria does not control or direct the Fleet Partner's / Driver's provision of Taxi Services. The Fleet Partner has the sole right to decide when and how long the Bolt Apps will be used. The Fleet Partner acknowledges and agrees that it has complete discretion to provide its services or otherwise participate in other business or employment activities.

10.7. The Driver, if employed or contracted by the Fleet Partner, is subject to the Fleet Partner's sole instructions.

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

11.1. Bolt collects personal information such as name, address, telephone number, e-mail address, vehicle information, license plates and location-related information from the Fleet Partner / Driver to enable the Bolt Apps and Bolt Services to function as intended.

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 Fleet Partner Account and/or 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.

11.4. Personal data will be processed according to the privacy policy available at <http://bolt.eu/legal/>.

11.5. The misuse of personal data (including Passenger's data) by the Fleet Partner and/or Drivers is strictly prohibited and will result in immediate termination of the Agreement.

## **12. LIABILITY**

12.1. The Bolt Services, Bolt Apps and Bolt Accounts are provided on an "as is" and "as available" basis. Bolt Taxi Austria, Bolt Head Office, Bolt Partners or any of their subsidiaries make no warranty or guarantee that access to the Bolt Apps / Bolt Accounts will be uninterrupted or error free. As the usage of Bolt Apps for requesting Taxi Services depends on



the behavior of Passengers, Bolt Taxi Austria does not guarantee that the Fleet Partner's / Driver's usage of the Bolt Apps / Bolt Accounts will result in any Taxi Service requests. Bolt Taxi Austria, Bolt Head Office, Bolt Partners are not responsible for the proper functioning of the Bolt Apps / Bolt Accounts nor for any loss or damage that may result therefrom.

12.2. Bolt Taxi Austria, Bolt Head Office, Bolt Partners and/or its agents, directors and employees shall not be liable, to the maximum extent permitted by applicable law, for any loss or damage that may arise out of or in connection with this Agreement or the use of the Bolt Apps and/or Bolt Accounts and/or Bolt Services, including, but not limited to:

- any direct or indirect property damage, financial or monetary loss;
- loss of profit or anticipated savings;
- loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from the interruption of the business;
- loss or inaccuracy of data; and
- any other type of loss or damage.

12.3. The financial liability of Bolt Taxi Austria, Bolt Head Office, Bolt Partners in connection with the violation of this Agreement shall be limited to EUR 500 per Fleet Partner. The Fleet Partner / Driver shall have the right to claim for damages only if Bolt Taxi Austria, Bolt Head Office, Bolt Partners has deliberately violated this Agreement.

12.4. For the avoidance of doubt, Bolt Taxi Austria, Bolt Head Office, Bolt Partners does not guarantee the receipt of any requests from the Passenger and can in no way be considered as acting on behalf of the Passenger.

12.5. Bolt Taxi Austria strives to remove unpleasant users of the Bolt Apps. That being said, Bolt Taxi Austria shall not be held liable for the actions or omissions of Passengers or co-passengers using the Bolt Apps, and shall not be held liable for any loss or damage that may incur to the Fleet Partner / Driver or the Vehicle as a result of the actions or omissions of the Passengers or co-passengers.

12.6. The Fleet Partner / Driver shall be fully liable for breaching the T&Cs, this Agreement or any other applicable laws or regulations and must stop and remedy such breach immediately after receipt of a respective demand from Bolt Taxi Austria or any public authority. The Fleet Partner / Driver shall indemnify Bolt Taxi Austria, Bolt Head Office, Bolt Partners for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that Bolt Taxi Austria, Bolt Head Office, Bolt Partners may occur in connection with the Fleet Partner's / Driver's breach of the T&Cs, this Agreement and any other applicable laws and regulations. If the Passenger presents any claims against Bolt Taxi Austria in connection with the Fleet Partner's / Driver's provision of Taxi Services, then the Fleet Partner / Driver shall compensate such damage to the damaged party in full within 7 (seven) days as of the Fleet Partner's / Driver's receipt of the respective request from Bolt Taxi Austria. In case Bolt Taxi Austria is entitled to present any claims against the Fleet Partner / Driver, then the Fleet Partner / Driver shall

compensate the damaged party any legal costs related to the evaluation of the damages and the submission and enforcement of claims relating to compensation for such damages.

12.7. The Fleet Partner / Driver must comply with all tax and trade obligations that may arise in connection with the performance of the Fleet Partner's / Driver's obligations under the Agreement or the provision of Taxi Services. The Fleet Partner / Driver must indemnify Bolt Taxi Austria, Bolt Head Office, Bolt Partners against all tax, customs, duties, claims and penalties, as well as any trade-related penalties arising from the Fleet Partner's / Driver's failure to comply with the Fleet Partner's / Driver's tax and / or trade obligations (including, but not limited to, social security tax).

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

13.1. The conditions expressly specified in the T&Cs shall enter into force as of the Fleet Partner's / Driver's submission and acceptance by Bolt Taxi Austria of the signup application. The Agreement and other terms shall enter into force once the specific document or message has been made available to the Fleet Partner / Driver and the Fleet Partner / Driver starts or continues providing Taxi Services using Bolt Apps / Bolt Accounts.

13.2. The Fleet Partner may terminate the Agreement at any time by notifying Bolt Taxi Austria at least 7 (seven) days in advance, thereby ending the Fleet Partner's / Driver's right to use the Bolt Accounts, Bolt Apps and Bolt Services.

13.3. Bolt Taxi Austria may terminate this Agreement with a notice period of 30 (thirty) days at any time at its own discretion.

The notice period shall not apply and the termination shall produce immediate effect, if Bolt Taxi Austria:

- has a legal or regulatory obligation to terminate this agreement in a manner which does not allow it to respect that notice period; or
- exercises a right of termination under an imperative reason pursuant to national law;
- can demonstrate that the Fleet Partner (also by means of its Drivers) has repeatedly infringed any of the applicable terms and conditions (including those requirements provided under the Schedules herein).

Or if the Fleet Partner has become insolvent or has initiated any liquidation or bankruptcy proceeding or any proceeding similar in nature.

13.4. Bolt Taxi Austria may immediately terminate the Agreement and/or suspend the access to the Bolt Apps, Bolt Accounts and Bolt Services without prior notice in case of material breach of Agreement, any applicable laws or regulations, disparage of Bolt Taxi Austria, Bolt Head Office or Bolt Partners, or in case harm is caused to Bolt's brand, reputation or business, and in case of Passenger complaints, as determined in Bolt Taxi Austria's sole discretion. Bolt Taxi Austria may

also, at its sole discretion, prohibit the Fleet Partner, the Drivers and any Vehicle from registering a new account.

If Bolt Taxi Austria temporarily or permanently restricts, suspends or terminates the Fleet Partner or a Driver from using the Bolt Platform or Bolt Services, it shall provide the Fleet Partner with a statement of reasons, prior to or at the time of the restriction or suspension taking effect or at the time of termination notice.

The statement of reasons shall contain the specific facts or circumstances, including contents of third party notifications, that led to the suspension or termination, as well as a reference to the applicable grounds referred to in the clauses above.

Bolt Taxi Austria does not have to provide a statement of reasons where it has a legal or regulatory obligation not to provide it, or where Bolt can demonstrate that the Fleet Partner or any of its Drivers has repeatedly infringed the applicable terms and conditions, resulting in termination of the agreement with immediate effect (including in case of material breach).

The termination of the Agreement will not affect:

- any accrued rights of either party, including any right to receive any payments due but unpaid before the termination; or
- obligations, which are expressed to survive the termination.

13.5. Bolt Taxi Austria may immediately suspend the Fleet Partner's / Driver's access to the Bolt Apps, Bolt Accounts, and Bolt Services during the investigation period if we suspect there is a violation of the Agreement or fraudulent activity. The access suspension is removed as soon as the investigation disproves such suspicions.

13.6. Additional requirements and safeguards provided in Regulation (EU) 2019/1150 ("Regulation") may apply where the termination of the Agreement or suspension of the access to the Bolt Accounts and Bolt Apps affects the rights of the Fleet Partner using the Bolt Services for the provision of Taxi Services in a member state of the European Union or European Economic Area ("Member State").

13.7. The Fleet Partner referred to in section 13.6 (i.e., "Business User Operating in the Member State") has the right to challenge the termination of the Agreement, suspension, and other alleged non-compliance with the Regulation, in accordance with the "Internal Complaint-Handling System Rules for Business Users". In fact, Bolt Taxi Austria will provide the Fleet Partner with the opportunity to clarify the facts and circumstances that led to the restriction, suspension or termination in its internal complaint-handling process. If the restriction, suspension or termination is revoked, the Fleet Partner shall be enabled to continue to access the Bolt Services without any limitation of accessing personal or other data, or both resulting from its prior use of the Bolt Accounts, Bolt Apps or Bolt Services.

## **14. AMENDMENTS**

14.1. Bolt Taxi Austria 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 or Bolt Fleet Partner Account) whenever, in the reasonable opinion of Bolt Taxi Austria, such amendments are material.

14.2. Any changes that affect the rights of the Fleet Partners will be notified on a durable medium to the Fleet Partners within a set notice period which is reasonable and proportionate in light of the specific circumstances and which is at least 15 days from notification, unless:

14.2.1. Bolt Taxi Austria is subject to a legal or regulatory obligation which requires it to amend these T&Cs 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 Fleet Partners 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 our reasonable opinion, amendments are beneficial to Fleet Partners and do not require technical adjustments from them.

14.3. Bolt Taxi Austria will grant longer notice periods when this is necessary to allow technical or commercial adaptations to comply with the changes.

14.4. If you do not agree to the amendments of the T&Cs 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 on a durable mean to Bolt Taxi Austria. 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 T&Cs or Agreement, as amended.

14.5. The Fleet Partner is in any case entitled to waive such notice period by means of a written statement or a clear affirmative action, except in case of editorial changes.

14.6. During the notice period, submitting new services to the online intermediation services shall be considered a clear affirmative action to waive the notice period, except in cases where the reasonable and proportionate notice period is longer than 15 days because the changes to the terms and conditions require significant technical adjustments. In such cases, the notice period shall not be considered automatically to be waived.

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

15.1. The Agreement shall be governed by and construed and enforced in accordance with the laws of Austria.

15.2. All disputes that may arise in connection with the Agreement, whether in terms of their existence, validity, interpretation, performance, infringement, termination or otherwise, shall be settled by negotiation. If the dispute arising out of the Agreement is not resolved by the negotiations, the dispute will be settled in the Courts of Vienna (Austria).

## **16. NOTICES**

16.1. The Fleet Partner is obliged to notify Bolt Taxi Austria promptly of any material change regarding the Fleet Partner, the Drivers and/or Vehicles (including contact information) and to ensure that any data or information inserted in the Bolt Fleet Partner Account and Bolt Driver Account are correct and up-to-date at any time.

16.2 Bolt Taxi Austria contact information: [austria@bolt.eu](mailto:austria@bolt.eu)

16.3. Any notification made under the Agreement shall be deemed satisfactory if (i) it is delivered in person, (ii) sent by courier with proof of delivery, (iii) sent by registered post, (iv) by e-mail or (v) via the Bolt Fleet Partner Portal or Bolt Apps. Any notice sent or posted in accordance with this clause shall be deemed received: (i) if delivered in person, at the time of delivery to the recipient; (ii) if delivered by courier on the date indicated by the courier as the date on which the envelope containing the notice was delivered to the recipient; (iii) if sent by registered mail, on the 10th day following delivery of the document to the post office; (iv) when disclosed on the Bolt Fleet Partner or the Bolt Apps; or (v) 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**

17.1. If any provision of the Agreement is held to be unenforceable, the parties shall replace the affected provision by an enforceable provision that approximates the intent and economic effect of the provision in question. If one of the provisions of this T&Cs is or becomes invalid, the validity of the other provisions shall not be affected.

17.2. Any failure or delay of a party to enforce a right under the Agreement shall not be deemed as a waiver of such a right.

17.3. The whole text of the present Agreement has been written in German and English, both versions being deemed authentic, but for legal purposes the text in English is to be given priority of interpretation.

Date of entry into force of the General Terms and Conditions: 01.01.2022

Bolt Taxi Austria