

# General Terms for Providers

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

## 1. DEFINITIONS

1.1. **Agreement** – this agreement between a Provider and Bolt regarding the use of Bolt Services which consists of:

1.1.1. these General Terms;

1.1.2. special terms displayed in Bolt App, e.g regarding price info or service descriptions;

1.1.3. the Providers guidelines; and

1.1.4. other terms referred to in this Agreement as may be amended from time to time.

1.2. **Bolt** (also referred to as "we", "our" or "us") – Bolt Operations OÜ, a private limited company incorporated and registered under the laws of Republic of Estonia with registration code 14532901, whose registered office is at Vana-Lõuna tn 15, Tallinn 10134, Republic of Estonia, with an establishment unit in Belgium at Rue du Commerce 31, 1000 Brussels, but also Bolt group companies and partners. Bolt group shall mean companies in which Bolt Operations OÜ exercises control (for example subsidiaries of Bolt Operations OÜ). Bolt partners shall mean local representatives, affiliates, agents etc appointed by Bolt Operations OÜ. The list of Bolt group companies and partners is available at <https://bolt.eu/cities/>.

1.3. **Bolt Account** – as applicable, Bolt Driver Account or Fleet Owner Account.

1.4. **Bolt App** – a smartphone application for Drivers and Passengers to request and receive Transportation Services.

1.5. **Bolt Driver Account** – access to a website containing information and documents regarding usage of the Bolt Services in the course of provision of Transportation Services, including accounting documentation. The Driver as a person may access the Bolt Driver Account at <https://partners.bolt.eu> by entering username and password.

1.6. **Bolt Fee** – the fee that the Provider is obliged to pay to Bolt for using the Bolt Platform.

1.7. **Bolt Platform** – technology connecting Passengers with Drivers to help them move around cities more efficiently.

1.8. **Bolt Services** – services that Bolt provides, including provision and maintenance of Bolt App, Bolt Platform, In-app Payment, customer support, communication between the Driver and the Passenger and other similar services.

1.9. **Driver** – a legal (company) or a natural person (individual entrepreneur) which provides the Transportation Services itself . Each Driver will get a personal Bolt Driver Account to use Bolt App and Bolt Platform.

1.10. **Fare** – the fee a Passenger is obliged to pay the Provider for provision of the Transportation Services.

1.11. **Fleet Owner** – a legal person (company) which provides Transportation Services in its own name, under its own responsibility and for its own account via the Bolt Platform itself or through its employees and/or service providers acting as Drivers. Each Fleet Owner will get a Fleet Owner Account to use Bolt App and Bolt Platform.

1.12. **Fleet Owner Account** – access to a website containing information and documents regarding usage of the Bolt Services in the course of provision of Transportation Services, including accounting documentation. The Fleet Owner may access the Fleet Owner Account at <https://fleets.bolt.eu> by entering username and password.

1.13. **In-app Payment** – cards, mobile carrier billing and other payment methods used by the Passenger via the Bolt App to pay for the Transportation Services.

1.14. **Passenger** – a person requesting Transportation Services by using Bolt Platform.

1.15 **Provider** or **You** – a Driver or a Fleet Owner (as applicable).

1.16. **Tip** – a gratuity offered by the Passenger at their sole discretion in addition to the Fare paid.

1.17. **Transportation Services** – private paid transport of passengers services by means of motor vehicles, that a Provider is providing to a Passenger whose request has been accepted by a Driver through the Bolt App, in accordance with the Belgian applicable laws and regulations.

## 2. ENTRY INTO THE AGREEMENT

2.1. Prior to using the Bolt Services, You must sign up by providing the requested information in the signup application on the website and uploading necessary documentation as required by us. You may sign up either as a legal or a natural person. Upon successful completion of the signup application, we will provide You with a personal account accessible via a username and password (i.e. a Bolt Driver Account or a Fleet Owner Account, as applicable). By clicking the "Sign up" button located at the end of the signup application, You represent and warrant that:

2.1.1. pursuant to valid legal acts, You are entitled to enter into an agreement with us to use the Bolt Platform for providing the Transportation Services;

2.1.2. You have carefully studied, fully understand and agree to be bound by these General Terms, including all obligations that arise as provided herein and from Agreement;

2.1.3. all the information You have presented to us is accurate, correct and complete;

2.1.4. You will keep Your Bolt Account accurate and profile information updated at all times;

2.1.5. You will not authorize other persons to use Your Bolt Account nor transfer or assign it to any other person;

2.1.6. You will not use the Bolt Services for unauthorized or unlawful purposes and impair the proper operation of the Bolt Services;

2.1.7. at all times, You fully comply with all laws and regulations applicable in the state/region You are providing Transportation Services in, including (but not limited to) laws regulating passenger transportation services;

In this regard, **if You intend to operate Transportation Services in Brussels**, You represent and warrant that You comply with Brussels regulation in force and, if needed, that You benefit from the temporary derogation regime provided in Chapter IV*bis* of the Brussels Ordinance of 27 April 1995 on taxi services and chauffeur-driven car services (the "**Brussels Ordinance**") (introduced by the Brussels ordinance of 10 December 2021), and in particular that:

- You hold an LVC licence (within the meaning of article 16 of the Brussels Ordinance) following an application submitted to the Brussels administration by 15 January 2021 at the latest, or work for the holder of such a licence, under a contract of employment or independent collaboration, as a driver ; and

- You will operate Transportation Services under the LVC licence minimum 20 hours per week or will work on a principal basis for the holder of such license.

2.2. You are obliged to provide Your bank account information when completing the payment details during the registration of the Bolt Account. In case You are a legal person, You must insert the bank account of the company. The relevant respective Fares paid by In-app Payment, after deducting the Bolt Fees and any other fees or payments deriving from the Agreement, will be transferred to the bank account that You have provided. We are not liable for any incorrect money transactions in case You have provided inaccurate bank details.

2.3. After submitting the signup application, You will receive an e-mail with additional conditions that must be met in order to use Bolt Services. These conditions may include providing criminal records, valid driving license, a valid licence for the transportation of persons (as required in the applicable state/region), satisfactory technical state of the vehicle, completion of a training course, owning a GPS-supporting mobile device and other conditions as described in the pertinent e-mail. The failure to comply with the provided requirements and conditions may result in termination of the Agreement and of right to use the Bolt Services.

2.4. You agree that in specific cities or countries, Bolt may assign any of our obligations arising from the General Terms or the Agreement to Bolt group companies and partners. This includes, among others, assigning the rights and obligations regarding reviewing documents related to signup applications, trainings, collection of Bolt Fees, forwarding You the fees due, mediating In-app Payment, licensing the Bolt App, etc. Details of the Bolt group companies and partners can be accessed at <https://bolt.eu/cities>.

2.5. **In case the Provider is a Fleet Owner**, the Fleet Owner is deemed to be the sole provider of Transportation Services towards the Passengers and is a party to this Agreement, notwithstanding that specific natural persons (Drivers) are indicated in the signup process as participating in the Transportation Services provided as instructed by the Fleet Owner. In this respect, the Fleet Owner shall ensure that, at all times, its employees and/or service providers are duly informed and conform to the requirements of this Agreement and that its Drivers agree to act in accordance and be bound with the conditions and obligations thereof and any further agreement between the parties. THE FLEET OWNER SHALL BE FULLY AND SOLELY LIABLE FOR ALL ACTS AND OMISSIONS AS WELL AS ANY BREACH OF THE GENERAL TERMS AND AGREEMENT BY A NATURAL PERSON – ITS EMPLOYEES, SERVICE PROVIDERS, CONTRACTORS OR ANY

OTHER THIRD PARTY, WHO IS FACTUALLY PROVIDING THE TRANSPORTATION SERVICES (DRIVER).

2.6. When the Agreement is concluded by and between us and a Fleet Owner :

2.6.1. the Fleet Owner guarantees that its employees and/or service providers have read and agreed to be bound by these General Terms and any further documentation that is part of the Agreement;

2.6.2. the Fleet Owner and its employees and/or service providers shall remain jointly and severally liable for any breach conducted by the Driver; and

2.6.3. the Fleet Owner holds us harmless from any claims made by its employees and/or service providers.

2.7. The Fleet Owner shall register each Driver working for it on the Bolt Platform by filling in the registration form on the Fleet Owner Account and uploading the necessary documents. Upon successful completion of registration, the Fleet Owner grants each Driver access to a Bolt Driver Account, access to which can be obtained by entering a username and password. The Fleet Owner shall register on an ongoing basis its Drivers, which at the sole discretion of Bolt will or will not be activated and provided access to the Bolt Apps. The Fleet Owner shall immediately notify Bolt if one of its Drivers is no longer employed or contracted by the Fleet Owner, in which case Bolt may deactivate the relevant Bolt Driver Account. In such cases, the Fleet Owner shall ensure that the Driver immediately stops using the Bolt App and the Bolt Driver Account. 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 immediate termination of this Agreement by Bolt.

**2.8. Registering the Bolt Driver Account as a legal person (i.e. a company).**

You are considered to be a legal person, if the recipient of the fees is marked as a legal person in payment details (as accessible in the Bolt Driver Account). In such case, the indicated legal person is considered to be the provider of Transportation Services and a party to these General Terms, Agreement and any further agreements. Only the specific natural person indicated in the signup process may factually provide the Transportation Services. Such natural person may use the Bolt Driver Account only if he/she has read and agrees to be bound by these General Terms and any further documentation that is part of the Agreement. THE LEGAL PERSON MENTIONED IN THE PAYMENT DETAILS AND THE NATURAL PERSON FACTUALLY PROVIDING THE TRANSPORTATION SERVICES UNDER BOLT ACCOUNT SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY

BREACH OF THE GENERAL TERMS AND AGREEMENT CONDUCTED BY THE DRIVER. You guarantee that such natural person has read and agreed to be bound by these General Terms and any further documentation that is part of the Agreement.

**3. RIGHT TO USE BOLT APP AND BOLT ACCOUNT(S)**

3.1. **License to use the Bolt App and the Bolt Account.** Subject to Your compliance with the Agreement, We hereby grant You a limited, non-exclusive, revocable, non-sublicensable, non-transferable license, during the term of the Agreement, to use the Bolt App and the Bolt Account(s), in accordance with this Agreement. The license does not grant You the right to sublicense or transfer any rights to third persons. Regardless of the above and if so agreed separately, Fleet Owners may sub-license the Bolt App and the Bolt Driver Account to the members of their fleet (Drivers) for those aspects strictly necessary to provide Transportation Services.

3.2. In the course of using the Bolt App and/or Bolt Account You may not, and hereby declare that You will not:

- 3.2.1. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Bolt App, the Bolt Account(s) or other software of Bolt;
- 3.2.2. modify the Bolt App or the Bolt Account in any manner or form or to use modified versions of the Bolt App or Bolt Account;
- 3.2.3. transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations on Bolt Platform;
- 3.2.4. attempt to gain unauthorized access to the Bolt App, Bolt Account or any other Bolt Services.

3.3. The license granted herein will automatically be revoked upon termination of the Agreement. After termination of the Agreement, You must immediately stop using the Bolt App and the Bolt Account and we are entitled to block and delete the Bolt Account without any prior notice.

3.4. **Using Bolt marks.** Additionally, we may give You tags, labels, stickers or other signs that refer to the Bolt brand or otherwise indicate that You are using the Bolt Platform. We grant You a non-exclusive, non-sublicensable, non-transferable license to use such signs and only for the purpose of indicating that You are providing Transportation Services via the Bolt

Platform. After termination of the Agreement, You must immediately remove and discard any signs that refer to the Bolt brand.

3.5. All copyrights and trademarks, including source code, databases, logos and visual designs are owned by Bolt and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Bolt Platform or any other Bolt Services, You do not acquire any rights of ownership to any intellectual property.

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

4.1. **The Provider's Obligations.** You hereby guarantee to provide Transportation Services in accordance with these General Terms, the Agreement as well as any laws and regulations applicable in the state/region where You are providing Transportation Services.

Please note that You are fully liable for any violation of any local laws and regulations as may arise from providing Transportation Services. In case of failure to fully comply with any local laws and regulations whatsoever, Bolt reserves the right to temporarily or permanently suspend Your Driver's account.

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

4.3. You must provide the Transportation Services in a professional manner in accordance with the business ethics applicable to providing such services and endeavour to perform the Passenger's request in the best interest of the Passenger. In particular, the Driver (i) must take the route least costly for the Passenger, unless the Passenger explicitly requests otherwise; (ii) may not make any unauthorised stops; (iii) may not have any other passengers in the vehicle other than the Passenger and the passengers accompanying the Passenger; and (iv) must adhere to any applicable traffic acts and regulations, i.e must not conduct any actions that may disrupt driving or the perception of traffic conditions, including holding a phone in Your hand while driving the vehicle.

4.4. The Driver retains the sole right to determine when it is providing the Transportation Services. The Driver shall accept, decline or ignore Transportation Services requests made by Passengers at its own choosing.

Notwithstanding the obligations arising from the Agreement, the legal relationship regarding the Transportation Service is concluded between You and the Passenger according to the provisions of the applicable laws.

4.5. **Costs You incur while providing the Transportation Services.** You are obliged to provide and maintain all equipment and means that are necessary to perform the Transportation Services at Your own expense, including a car, smartphone, etc. You are also responsible for paying all costs You incur in the course of performing the Transportation Services including, but not limited to, fuel, mobile data plan costs, duty fees, amortization of the vehicle, insurance, relevant corporate or payroll taxes etc. Please bear in mind that using the Bolt App may bring about consummation of large amount of data on Your mobile data plan. Thus, we suggest You to subscribe for a data plan with unlimited or very high data usage capacity.

4.6. **Fares.** You are entitled to charge a Fare for each Transportation Service mediated through the Bolt Apps and completed as requested. Only if applicable, the Fare is calculated based on a default base fare, the distance of the specific journey as determined by the GPS-based device and the duration of the specific trip. The default base fare may fluctuate based on the local market situation. Additionally, You shall always have the right to charge the Passenger more or less than the Fare indicated by the Bolt App, when it is allowed by the applicable law. However, charging the Passenger less than the Bolt App indicates, does not decrease the Bolt Fee.

4.6*bis.* When You provide taxi services within the scope of Chapter II of the Brussels Ordinance of 27 April 1995, You must use a taximeter pursuant to article 37 of the Brussels Order of 29 March 2007 on taxi services and car rental services with driver (the "**Brussels Order**") and the Fares shall be determined pursuant to the tariffs provided in article 43 of the Brussels Order.

4.7. The Fare is communicated via the Bolt App to a Passenger before the ride is requested and to You when the ride is accepted. The Fare may be adjusted if the Passenger changes the destination during the ride, the ride takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the ride materially (e.g a route is used where tolls apply). Where applicable, You agree to Fixed Fares that may be mandated by applicable laws for certain established routes (e.g. city to airport), which will be communicated to You and be displayed in the Bolt App for both the Driver and the Passenger ("**Fixed Fare**").

4.8. If You find that there has been an error in the calculation of the Fare and wish to make corrections in the calculation of the Fare, You must immediately submit a request in the section "Fare Review" of the Bolt App. If such a request has not been submitted within 24 hours after the Transportation Services were provided, then Bolt shall not recalculate the Fare or reimburse You for an error made in the calculation of the Fare.

4.9. Bolt may adjust the Fare for a particular order completed, if we detect a violation (such as taking a longer route without an express request from the Passenger or not stopping the fare meter of the Bolt App or the taxi meter after the Transportation Services have been completed) or in case a technical error affecting the final Fare is identified. Bolt may also reduce or cancel the Fare in case we have reasonable cause to suspect fraud or gross negligence. Bolt will only exercise its right to reduce or cancel the fare in a reasonable and justified manner.

4.10. Passengers may have the option to pay the Fare for the Transportation Services either directly to the Driver or via the In-app Payment, as described in section 6 of these General Terms. In case the Passenger pays the Fare directly to the Driver, it is the Driver's obligation to collect the Fare. In case the Passenger fails or refuses to pay, Bolt will send a notice of debt to the Passenger on Your behalf. Such authorisation derives from the mandate of paying agent given to Bolt and does not entail that Bolt has an obligation to compensate the Fare not paid by the Passenger. If the passengers in the vehicle do not agree to pay the Fare for the provision of Transportation Service, the Fare will be paid by the Passenger who has ordered the provision of Transportation Service. If Passenger justifiably refuses to pay the Fare on the account that Your information stated in the Bolt App is incorrect, then Bolt will not reimburse You for such expenses.

4.11 **Tips.** In some markets, Passenger may be given the option to tip the Driver after a successful provision of Transportation Services. The Passenger can Tip the Driver only by means authorised by Bolt for Tipping. The Tip will not affect the amount of Bolt Fees and Bolt will not collect a commission on the Tip paid by the Passenger. You are obliged to fully comply with any tax obligations arising from the Tipping. We may limit the maximum value of a Tip at our sole discretion.

4.12. **Receipts.** After each successful provision of Transportation Services, Bolt shall create and forward a receipt to the Passenger consisting of some or all of the following information: the company's business name, place of business, the first name and surname of the Driver, a photo of the Driver, service license number (if applicable), the registration number of the vehicle, the date, the time, the start and end locations, the duration and length, the Fare and the Tip (if applicable) paid for the provision of the

Transportation Services. The receipt of each provision of Transportation Services is available to You via the Bolt Account.

4.13. **Cancellation fee & wait time fee.** Passengers may cancel a request for Transportation Services that a Driver has accepted via the Bolt App. In the event that a Passenger cancels an accepted request for Transportation Services after a certain time period determined by the Bolt App, Bolt reserves the right to charge a cancellation fee to the Passenger on behalf of the Driver.

4.14. If, in the course of the provision of the Transportation Services, a Passenger or its co-passengers negligently damage the vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), You shall have the right to request the Passenger to pay a penalty up to 50 EUR and request compensation for any damages exceeding the penalty. If the Passenger does not consent to paying the penalty and/or compensating the damage, You must notify us and we will then try to collect the penalty and/or relevant costs on Your behalf from the Passenger. However, bear in mind that we are not taking any liability for direct or indirect damages in relation to cleaning or maintenance of the vehicle caused by Passenger.

4.15. **Your tax and social security obligations.** You hereby acknowledges that You are obliged to fully comply with all tax and social security obligations that arise to You from the applicable laws in relation to providing the Transportation Services, including (i) paying income tax, social security tax or any other tax applicable; and (ii) fulfilling all tax and social security registration obligations for calculations in regard to accounting and transfers to applicable State authorities as required by the applicable law. In case the Tax and/or Social Security authorities will submit a valid application to us to provide information regarding the activities of You, we may make available to the Tax and/or Social Security authorities the information regarding the activities of You to the extent set forth in valid legal acts. Additionally, it is Your obligation to adhere to all applicable tax and social security regulations that may apply in connection with the provision of Transportation Services. You hereby agree to hold harmless and compensate Bolt for all state fees, claims, payments, fines or other tax obligations that Bolt will incur in connection with the obligations arising from applicable tax and social security regulations not having been met by You (including paying the income tax and social tax).

4.16. **The Driver's authorisation to issue invoices.** Bolt has a right to issue an invoice in Your name and on Your behalf to the Passenger in order to

compensate You for any Fares, contractual penalties or other fees that Bolt mediates to You.

In order to allow Bolt to issue correct invoices, You agree to provide all information relating to Your professional identity and necessary for the establishment of invoices on Your behalf. In case of change in the information concerning Your professional identity, You agree to notify Bolt within 48 hours. Otherwise, they will not be taken into account for the establishment of Your invoices.

The invoices issued in Your name and on Your behalf will be made available to You, as soon as the Transport Service is performed, in Your Bolt Account. You then have a period of 72 hours, from the date the invoice is made available, to make any comments on the information mentioned or to contest the content of the invoice.

The fact that the invoices issued under this billing mandate are issued by Bolt in Your name and on Your behalf does not relieve You of Your obligations in terms of billing and the consequences with regard to VAT. Similarly, You remain the sole legal debtor of the VAT charged on the Transport Services.

Bolt undertakes to include the following statement on the invoices issued in Your name and on Your behalf: *"Invoice issued by Bolt Operations OÜ in the name and on behalf of [professional identity]"*.

## **5. BOLT FEES**

5.1. In order to use the Bolt Services, You are obliged to pay a fee to us (the **Bolt Fee**). The Bolt Fee is paid based on the Fare of each Transportation Service order that You have completed. The amount of the Bolt Fee will be notified to You by e-mail, via the Bolt App, the Bolt Account or other pertinent means. Please acknowledge that the Bolt Fee may change from time to time. We shall send You a prior notification for each such change.

5.2. You must pay the Bolt Fee and any other fees due to us for the previous month within the payment periods specified in Bolt's underlying invoices, which shall not be less than the 15th day of the following month. Upon delay with payment of the Bolt Fee, You shall be obliged to pay a penalty of late payment in the amount of 0,04% (zero point zero four percent) of the unpaid amount per day. You are obliged to cover all costs incurred by us, which are related to debt collection activities.

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

6.1. We may enable Passengers to pay for the Transportation Services via cards, mobile carrier billing and other payment methods (Bolt Business etc) directly in the Bolt App (i.e. **In-app Payment**). You hereby authorise us as Your representative to receive the Fares or other fees paid by the Passenger via In-app Payment and to forward the relevant funds to You. 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.

6.2. You may not refuse payment by the Passenger via the In-app Payment, or influence the Passenger against the use of the In-app Payment. In case You refuse to accept an In-app Payment without just cause, we shall be entitled to charge You a contractual penalty in the amount of 15 Euros for every refusal and/or block Your right to use the Bolt Services in case of repetitive behaviour.

6.3. Bolt reserves the right to distribute promo code to Passengers at our discretion on a per promotional basis. You are required to accept the use of promo code only when the Passenger applies the code in-app to a trip using card payment. Promo codes may not be applied to cash paid trips. If the use of promo codes is suspected as being fraudulent, illegal, or used by a Driver in conflict with our Terms and Conditions relating to promo code use, then the promo code may be cancelled and the outstanding amount will not be reimbursed by Bolt to the Driver.

6.4 If the option is available and the Passenger chooses to Tip the Driver directly in the Bolt App, the Tip will be collected by Bolt on the Driver's behalf together with the Fares and other fees paid by the Passenger via the In-app Payment. If the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used by a Driver in conflict with our Terms and Conditions, then the Tip can be withheld by Bolt.

6.5. You are entitled to review In-app Payment reports in the Bolt Account or App. The reports will show the amounts of the In-app Payments brokered in the previous week as well as the withheld amounts of the Bolt Fee. You must notify us of any important circumstances which may affect our obligations to collect and distribute the Fares paid via In-app Payment.

6.6. We are not obliged to pay You the Fare due from the Passenger if the In-app Payment failed because the Passenger's credit card or other payment is cancelled or is unsuccessful for other reasons. In such case we will help You in requesting the Fare due from the Passenger and shall transmit it to You once the Passenger has made the requested payment.

6.7. Before providing Transportation Services, the 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 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 Transportation Services for other passengers, then we shall reimburse the person for the Fare. In such case You are not entitled to receive the Fare from us. Additionally, for every wrongfully applied In-app Payment, we shall be entitled to charge You a contractual penalty up to 10 Euros.

6.8. Please note that we will set off any Fares or Tip paid via In-app Payment against the amounts that You are obliged to pay to us (i.e. Bolt Fees and contractual penalties). We reserve the right to fulfil any of Your financial liabilities to any Bolt group companies, in which case we will acquire the right to file a claim against You. We may set off any of Your financial liabilities against financial liabilities that You may have against us.

6.9. If we are not able to pay the Fees or Tip to You due to You not including Your bank account details in Your Bolt Account or if the bank account details have been noted incorrectly, then we will hold such payments for 180 days. If You do not notify us of the correct bank account details within 180 days from the date that the right to claim such payments has been established, Your claim regarding the payment of the Fare or Tip not transferred to You shall expire.

## **7. CUSTOMER SUPPORT**

We provide the Drivers customer support regarding the use of the Bolt Services. We have the right to stop providing the customer support services in case You are in delay with any of the payments for more than 5 (five) calendar days.

## **8. RATINGS AND ACTIVITY**

8.1. In order to guarantee high-quality service and provide additional reassurance to Passengers, You hereby acknowledge that the Passengers may provide a rating to the Driver and leave feedback regarding the quality of the Transportation Services that the Driver has provided. The Driver's average rating will be linked to its Bolt Driver Account and will be available to Passengers in the Bolt App. If we find out the rating or comment is not given in good faith, this rating or comment may not be projected in the calculations of the Driver's rating.

8.2. In addition to the rating, the level of activity and relevant activity score will be displayed in the Bolt Driver Account, which are based on the Driver's activity regarding accepting, declining, not responding and completing Transportation Service requests.

8.3. In order to provide reliable services to Passengers, we may determine a fair minimum average rating and a fair minimum activity score that Drivers must establish and maintain. If, after a pertinent written notification from us and without remediation by the Driver within 15 days from the date of sending the notification, or in case of failure to provide a reasonable justification within the same period of time, the Driver does not increase its average rating or activity score to minimum level within the prescribed time period, this could be considered as a gross negligence and the Bolt Driver Account may be suspended either temporarily or permanently. We may reverse the suspension of the Bolt Driver Account if it is merited by any external circumstances or it is detected that the suspension was caused by a system error or false ratings.

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

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

9.2. **Campaigns for Passengers.** We may also occasionally arrange various campaigns to Passengers in order to promote the Bolt Platform. If the Fare paid by the Passengers is reduced as part of such campaign, we shall pay You compensation, amounting to the monetary value of the benefit offered to the Passengers. We may set off the marketing compensation against the Bolt Fee.

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

10.1. Bolt is a booking platform that was approved pursuant to the applicable law. You hereby acknowledge and agree that we provide an information society service and do not provide Transportation Services. By providing the Bolt Platform and Bolt Services, we act as a marketplace connecting Passengers with Drivers to help them move around cities more

efficiently. You acknowledge that You are providing the Transportation Services following a booking made by a Passenger via the Bolt App and that You provide the Transportation Services either independently or via a company as an economic and professional activity. Bolt, as the operator of Bolt App acts as the representative of the Drivers for the mediation of conclusion of contracts between the Driver and the Passenger, and thus, among other things, accepts payments from the Passengers and forwards these payments to You.

10.2. You acknowledge that no employment agreement nor an employment relationship has been or will be established between You, Your Drivers where applicable and us. You also acknowledge that no joint venture or partnership exists between You, Your Drivers where applicable and us. You (and Your Drivers if applicable), may not act as an employee, agent or representative of us nor bind any contract on behalf of us. If due to the implication of mandatory laws or otherwise, You (and Your Drivers if applicable) shall be deemed an employee of us, You hereby agree to waive any claims against us that may arise as a result of such implied employment relationship and You hold us harmless against any claim made by any person, entity, regulatory or governmental authority based on the obligations arising from the transportation contract, its formation, performance and termination, as well as from any loss or damage arising therefrom.

10.3. You may not transfer Your rights and obligations deriving from the General Terms or Agreement to any third party.

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

11.1. Your personal data will be processed in accordance with the Privacy Policy, available at <https://bolt.eu/legal/privacy-for-drivers/>.

11.2. Bolt has access to all personal data and other data provided or generated in connection with Your use of the Bolt Services. Bolt shall take all reasonable steps to ensure confidentiality of such data and comply with all applicable Privacy Policies and laws whenever such data contains personal data. Except where otherwise provided by applicable Privacy Policies and laws, Bolt maintains access to such data also after the Agreement between You and Bolt is terminated.

11.3. You have access to personal and other data provided by You or generated in connection with Your use of the Bolt Services to the extent that is made available to You under the Bolt Account through Bolt App. You shall take all reasonable steps to ensure confidentiality of such data and

comply with applicable Privacy Policies and laws as long and to the extent that such data contains personal data of Passengers.

## **12. LIABILITY**

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

12.2. To the maximum extent permitted under the applicable law, we, nor Bolt's representatives, directors and employees are not liable for any loss or damage that You (or Your Drivers) may incur as a result of using the Bolt Services, including but not limited to:

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

12.2.2. loss of profit or anticipated savings;

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

12.2.4. loss or inaccuracy of data; and

12.2.5. any other type of loss or damage.

12.3. The financial liability of us in connection with violating the General Terms or Agreement will be limited to 500 euros. You shall have the right to claim for damages only if we have deliberately violated the General Terms or Agreement.

12.4. We shall not be liable for the actions or non-actions of the Passenger or co-passengers and shall not be liable for any loss or damage that may incur to You, Your Drivers or your vehicle as a result of actions or non-actions of the Passenger or co-passengers.

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

to present any claims against you, then You shall compensate us for any legal costs related to the evaluation of the damages and submission of claims relating to compensation for such damage.

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

13.1. The conditions expressly specified in these General Terms shall enter into force as of submitting the signup application. Agreements and other terms shall enter into force once the specific document or message has been made available to You and You commence or continue providing Transportation Services on Bolt Platform.

13.2. You may terminate the Agreement at any time by notifying Bolt at least 7 (seven) days in advance, after which Your right to use the Bolt Platform and Bolt Services shall terminate. Bolt may terminate the Agreement at any time and for any reason at the sole discretion of us by notifying You at least 30 (thirty) days in advance.

13.3. The notice period shall not apply and the termination shall produce immediate effect, if:

- (i) Bolt has a legal or regulatory obligation to terminate these General Terms and/or this Agreement in a manner which does not allow it to respect that notice period;
- (ii) Bolt exercises a right of termination under an imperative reason pursuant to national law;
- (iii) You have repeatedly breached these General Terms or the Agreement, any applicable laws or regulations or cause harm to Bolt's brand, reputation or business as determined by Bolt in our sole discretion; or
- (iv) You have become insolvent or have initiated any liquidation or bankruptcy proceeding or any proceeding similar in nature.

13.4. We may also immediately suspend (block) Your (and/or Your Drivers') access to the Bolt Platform and to the Bolt Account(s) for the period of investigation, without advance notice, if we suspect a breach of the Agreement, a damage to Bolt's brand reputation or business and determined by Bolt in our sole discretion, or fraudulent activity from Your (or Your Drivers') behalf. The suspension of access will be removed once the investigation disproves such suspicions. In the aforementioned cases we may, at our own our discretion, prohibit You from registering a new Bolt Driver Account.

13.5. We are aiming to provide the highest quality service to all Passengers therefore we are monitoring the activity of Drivers on Bolt Platform. If a Driver fails to meet the minimal service requirements, such as the fair minimal rating and activity score, we will send You and Your Driver if applicable a written notification. Without remediation by the Driver within 15 days from the date of sending the notification, or in case of failure to provide a reasonable justification within the same period of time, the Driver do not increase its average rating or activity score to minimum level within the prescribed time period, this could be considered as a gross negligence and the Bolt Driver Account could be automatically suspended either temporarily or permanently. We may reverse the suspension of the Bolt Driver Account if it is merited by any external circumstances or it is detected that the suspension was caused by a system error or false ratings.

13.6. Additional requirements and safeguards provided in Regulation (EU) 2019/1150 (Regulation) shall apply where the termination of the Agreement or blocking of the access to the Bolt Platform affects the rights of the Driver or Fleet Owner using the Bolt Services for the provision of Transportation Services in the member state of the European Union or European Economic Area (Member State).

13.7. The Driver and Fleet Owner referred to above in section 13.6 ("Business User Operating in the Member State") have the right to challenge the termination of the Agreement, blocking, and other alleged non-compliance of Bolt with the Regulation, in accordance with the Internal Complaint-Handling System Rules for Business Users of Bolt, available at <https://bolt.eu/en/legal/complaint-handling-system-for-business/>.

## **14. AMENDMENTS**

14.1. Bolt reserves the right to amend these General Terms, for valid reason, anytime by uploading the revised version on its website (<https://bolt.eu/legal/>) and notifying You (e.g. via e-mail, Bolt App or Bolt Account) whenever, in the reasonable opinion of Bolt, such amendments are material.

14.2. Bolt shall provide at least 15 days advance notice (e.g. via e-mail, Bolt App or Bolt Account) about the amendments that affect the rights of Business Users Operating in the Member State, unless:

14.2.1. Bolt is subject to a legal or regulatory obligation which requires it to amend the General Terms in a manner which does not allow it to respect the advance notice period;

14.2.2. immediate amendment is required to address an unforeseen and imminent danger related to health, safety or cybersecurity risks, or defending the Bolt Services, Passengers or Drivers from fraud, malware, spam or data breaches;

14.2.3. You have elected to waive the advance notice period (e.g. You continue to use Bolt Services after receipt of the notice of amendment); or

14.2.4. in the reasonable opinion of Bolt, amendments are beneficial for You and/or the Drivers and do not require technical adjustments from them.

14.3. If You do not agree to the amendments of the General Terms or other conditions of the Agreement, You have the right to terminate the Agreement by discontinuing the use of the Bolt Services and providing termination notice to Bolt. The termination of the Agreement takes effect on the effective date of the proposed amendment, unless otherwise provided in Your termination notice. Your use of the Bolt Services on or after the effective date of the amendment constitutes Your consent to be bound by the General Terms or Agreement, as amended.

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

15.1. The General Terms and Agreement shall be governed by and construed and enforced in accordance with the laws of Republic of Estonia. If the respective dispute resulting from General Terms or Agreement could not be settled by negotiations, then the dispute shall be solved in Harju County Court (Estonia).

## **16. NOTICES**

16.1. You are obliged to immediately notify us of any changes to Your contact information.

16.2. Any notice required to be given under the General Terms and Agreement shall be sufficiently given if:

16.2.1. delivered personally,

16.2.2. sent by courier with proof of delivery,

16.2.3. sent by registered mail,

16.2.4. sent by e-mail or

16.2.5. made available via the Bolt App or Bolt Account.

16.3 Any notice which is sent or dispatched in accordance with the previous clause shall be deemed to have been received:

16.3.1. if delivered personally, at the time of delivery to the party;

16.3.2. if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party;

16.3.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party;

16.3.4. if made available via the Bolt App or Bolt Account, or

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

## **17. FINAL PROVISIONS**

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

17.2 The whole text of the present General Terms has been written in French, Dutch and English, all versions being deemed authentic, but for legal purposes the text in English is to be given priority of interpretation.