

General Terms and Conditions for Bolt Business

These Terms and Conditions apply to the use of Bolt Business.

Effective from 01.06.2022

1. Definitions

- 1.1. **Bolt** – Bolt ITX Limited, registered in Ireland with the registration number 671417, registered office at 15 Main Street, Dublin 5, Raheny, Dublin, Ireland;
- 1.2. **Bolt Business** – a service for a business customer for administration of and payment for the use of Bolt Services by Users.
- 1.3. **Bolt Services** - platforms of online intermediation services within the meaning of Regulation (EU) 2019/1150 which are operated by Bolt, or its affiliates or partners, as specified in the terms applicable to the usage of Bolt Services (also - **Terms of Service**), e.g terms of use of ride-hailing. All available at bolt.eu/en/legal/ and food.bolt.eu/en-US/legal as applicable in the relevant territory, and as may be amended from time to time.
- 1.4. **Business Portal** – gateway to use Bolt Business accessible via Bolt webpage at business.bolt.eu;
- 1.5. **Customer** - the person identified as Customer on the sign-up page of the Business Portal and/or in Special Terms acting in a commercial and/or professional capacity only;
- 1.6. **User** – a person who uses Bolt Services under the Terms of Service (e.g a passenger) and can benefit from Bolt Business in the limits set by the Customer.
- 1.7. **Agreement** – this agreement between Customer and Bolt which consists of these General Terms and Conditions along with any Special Terms if agreed upon;
- 1.8. **Service Fee** - the fee for Customer's use of Bolt Business amounting to 10% per Bolt Services used unless stated otherwise in the Business Portal and/or in the Special Terms.

2. Rules of use of Bolt Business

- 2.1. Customer is responsible for providing only accurate and complete information, and for keeping such information updated at all times.
- 2.2. Customer shall inform Bolt immediately of any changes relating to Customer's elected payment method that may impair the ability to charge Customer pursuant to this Agreement.
- 2.3. Customer shall limit access to the Business Portal only to authorised representatives. Customer shall ensure that such authorised representatives do not share or transfer their access privileges to any third person. Customer shall be responsible for all activity that occurs under its credentials.
- 2.4. Subject to Customer's compliance with this Agreement, Customer is granted a royalty free, non-exclusive license, without right to sublicense, to access the Business Portal and use Bolt Business in accordance with and throughout the term of this Agreement.
- 2.5. Customer shall use Bolt Business solely for legitimate business purposes in accordance with this Agreement and shall not use Bolt Business for unauthorized or unlawful purposes nor impair the proper operation of Bolt Business, e.g Customer shall not itself, and shall not authorise third persons to:
 - 2.5.1. decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms related to Bolt Business;
 - 2.5.2. misuse Bolt Business by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the use of Bolt Business in any way;
 - 2.5.3. circumvent, disable or otherwise interfere with any security related features of Bolt Business;
 - 2.5.4. advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;
 - 2.5.5. collect any data from the Business Portal other than in accordance with the Agreement including prohibition of data scraping;
 - 2.5.6. impose any additional fees or charges on a User.
- 2.6. In the event that a User's personal account is suspended or terminated, such User's access to Bolt Business can also be suspended or terminated.

3. Payments and refunds

- 3.1. Customer's credit card is charged an amount which equals the fee due for the User's respective Bolt Services along with Service Fee unless another payment method and/or terms are specified in the Business Portal or in Special Terms.
- 3.2. Customer agrees to indemnify any cost that results from User using the Bolt Services or violating the applicable law. Customer authorises Bolt to charge such cost using Customer's elected payment method.
- 3.3. All payments, including payment of the Service Fee, shall be processed in the local currency applicable in the country where the respective Bolt Services were used.
- 3.4. All payments are non-refundable except as may be expressly provided otherwise herein. Any refund shall be made as credit which can be used for payment for Bolt Services used in future.
- 3.5. An account statement along with any invoice shall be made available to the Customer.
- 3.6. The account statement shall be provided in the currency applicable to the Customer's registered address declared at the time of the Agreement conclusion. Bolt shall determine the applicable exchange rate for converting fees for Bolt Services along with the Service Fee for Bolt Services used in geographies with other currencies at its reasonable discretion.

4. Personal data processing

- 4.1. Bolt and Customer remain separate data controllers regarding any personal data processed under this Agreement. Bolt and Customer shall thereby:
 - 4.1.1. adhere to all the applicable data protection laws, e.g the General Data Protection Regulation 2016/679 (GDPR), including application of proper technical and organizational data protection measures. Bolt processes personal data as described in Bolt's Privacy Policies. All available at bolt.eu/en/legal/ as applicable in the relevant territory, and as may be amended from time to time;
 - 4.1.2. inform each other immediately about any data processing incidents or breaches related to performing this Agreement;
 - 4.1.3. reasonably assist each other in responding to the requests of data subjects and authorized public authorities.

5. Confidentiality

- 5.1. Parties shall keep confidential any business, technical or financial information, including the terms and conditions of this Agreement, received from the other party in connection with this Agreement (**Confidential Information**), unless:
 - 5.1.1. the disclosing party permits in writing the requested disclosure of particular Confidential Information;
 - 5.1.2. such Confidential Information is already public;
 - 5.1.3. the receiving party shall use Confidential Information solely for the purposes permitted under the Agreement;
 - 5.1.4. disclosure of Confidential Information is required by applicable mandatory law; or
 - 5.1.5. the receiving party receives an administrative or judicial order, or any other similar request for disclosure of any Confidential Information, if the receiving party provided the disclosing party written notice of such request allowing the disclosing party to assert any available defences to disclosure.
- 5.2. The receiving party shall protect the disclosing party's Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

6. Liability

- 6.1. Bolt Business and Bolt Services are provided on an "as is" and "as available" basis. Bolt does not guarantee that access shall be uninterrupted or error free. In case of any faults in the software, Bolt shall endeavour to correct them as soon as possible.
- 6.2. The total aggregate liability of Bolt for all the claims arising under or in connection with the Agreement, whether in contract, tort, or otherwise shall be limited to the amounts paid from Customer to Bolt under the Agreement in the 3 month period prior to the date the first claim arose.
- 6.3. Unless intentional, Bolt shall not in any circumstance be liable whether in tort, contract, or otherwise for:
 - (i) any failure of its systems or any third party that results in the failure or inability to provide Bolt Business or Bolt Services;
 - (ii) loss of profits;
 - (iii) loss of business;
 - (iv) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 6.4. Bolt shall not be liable for any costs, losses or damages caused due to inaccurate or incomplete data provided by Customer, nor shall Bolt be liable for the actions, errors or omissions of driver, courier or other independent user of Bolt Services.

- 6.5. Customer is liable for all the activities of its representatives and Users including but not limited to any breach of Terms of Service by a User, and fees incurred in the course of unauthorised, fraudulent or other unlawful activity connected to the User's use of Bolt Business.
- 6.6. Bolt may use or reference the other party's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other party in each instance. The Customer may do the same having acquired prior consent from Bolt.
- 6.7. Force majeure. Non-performance of either party under the Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or wilful misconduct of the non-performing party.

7. Term and termination

- 7.1. The Agreement becomes effective from the moment of successful processing of Customer's signup application to the Business Portal, and remains in effect until terminated in accordance with the provisions of the Agreement.
- 7.2. A party may terminate the Agreement at any time and for any reason by notifying the other party at least 7 days in advance.
- 7.3. A party is entitled to terminate the Agreement without prior notice but by providing relevant reasoning in cases where the other party materially breaches the Agreement, any applicable laws or regulations, or harms the other party's brand, reputation or business.
- 7.4. All outstanding payment obligations, as well as obligations arising out of liability and confidentiality provisions of this Agreement shall survive the termination of this Agreement. Confidentiality provisions shall terminate in 5 years from the end of the Agreement.
- 7.5. Customer's access to the Business Portal may be blocked for a period of investigation, if a material infringement of the Agreement or fraudulent activity associated with Customer's use of Bolt Business is suspected.

8. Final provisions

- 8.1. Any notice or document under the Agreement shall be sufficiently given:
 - 8.1.1. if delivered personally, at the time of delivery to the party;
 - 8.1.2. 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;
 - 8.1.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party;
 - 8.1.4. if made available via Business Portal, or if sent by email, on the 2nd day following the dispatch of the message.
- 8.2. Bolt reserves the right to make changes to these General Terms and Conditions at any time. Such changes shall take effect after they have been made available to Customer via Business Portal or notified to Customer's contact details recorded under the Business Portal within a reasonable period of time prior to the changes taking effect. Continued use of Bolt Business after changes have taken effect shall constitute Customer's consent to such changes.
- 8.3. Bolt reserves the right to add, remove and update features and functionality of any Bolt App; Bolt Business, incl Business Portal, Ride Booker, any Bolt API; or other Bolt services at any time; including but not limited to pricing, payment methods and requirements for the use of Bolt services.
- 8.4. Bolt reserves the right to offer promotional initiatives to Users for the benefit of Users at any time.
- 8.5. This Agreement and the rights and obligations thereunder may not be assigned or transferred to third parties by the Customer, in whole or in part, without the prior written consent of Bolt. Agreement may be assigned and transferred by Bolt, in whole or in part, in Bolt's sole discretion.
- 8.6. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations and undertakings of whatsoever nature, whether oral or written between the parties.
- 8.7. Any right or obligation of either party under the mandatory applicable law shall overrule any conflicting term under the Agreement to the minimal extent required.
- 8.8. Governing law and jurisdiction
 - 8.8.1. The Agreement shall be governed by, and construed and enforced in accordance with the laws of the place of Customer's registered address declared at the time of the Agreement conclusion. If a dispute arising out of or relating to the Agreement including non-contractual claims can not be settled by negotiations within 30 days, then it shall be finally and exclusively settled in the courts of the place of Customer's registered address declared at the time of the Agreement conclusion. Personal data processing related obligations of Bolt shall be determined by the laws of Estonia.

8.8.2. Should the place of Customers registered address declared at the time of the Agreement conclusion be outside of the European Economic Area, United Kingdom, Ghana, Kenya, Nigeria, South Africa, Uganda or United Republic of Tanzania then the Agreement shall be deemed to be governed by and construed and enforced in accordance with the laws of Estonia. If a dispute arising out of or relating to the Agreement including non-contractual claims could not be settled by the negotiations in 30 days, then it shall be finally and exclusively settled in Harju County Court.