

# General Terms for Independent Drivers

These General Terms set forth the main terms and conditions applying to and governing the usage of the Bolt Services by Independent Drivers.

If Independent Drivers would like to onboard other independent drivers to be part of their fleet and/or deploy more vehicles they have to apply for a Fleet Partner access to the Platform and should subscribe to the Fleet Partner Terms and Conditions.

In order to provide Transportation Services via using the Bolt Platform You must agree to the terms and conditions that are set forth below as well as to other Bolt terms and policies that may be published on [www.bolt.eu/legal](http://www.bolt.eu/legal) and be applicable for usage of additional services or govern your conduct on the platform for the relevant market in question:

## 1. DEFINITIONS

1.1. **Agreement:** this agreement between You, Independent Driver, and Bolt regarding the use of Bolt Services which consists of:

- 1.1.1. these General Terms;
- 1.1.2. any special terms displayed in Bolt App, e.g regarding price info or service descriptions;
- 1.1.3. the Independent Drivers guidelines and conduct standards introduced by Bolt; 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, registered office Vana-Lõuna tn 15, Tallinn 10134, Republic of Estonia, but also Bolt group companies and partners. Bolt group shall mean companies in which Bolt Operations OÜ exercises control). 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 App:** a smartphone application for Independent Drivers and Passengers to request and receive Transportation Services

1.4. **Bolt Fee:** the fee that the Independent Driver is obliged to pay to Bolt for using the Bolt Platform.

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

1.6. **Bolt Partners:** means local representatives, local branches or other agents appointed or mandated by Bolt Operations OÜ

1.7. **Bolt Platform:** technology connecting Passengers with Independent 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 Independent Driver and the Passenger and other similar services.

1.9. **Fare:** the fee a Passenger is obliged to pay the Independent Driver for provision of the Transportation Services.

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

1.11. **Independent Driver** (also referred to as „You“): the natural person providing Transportation Services via the Bolt Platform. Each Independent Driver will get a personal Bolt Independent Driver Account to use Bolt App and Bolt Platform. In some cases, it will be allowed for a natural person to act on behalf of a company, but only if such company is owned and controlled by the natural person (the Independent Driver).

1.12. **Passenger:** a person requesting Transportation Services by using Bolt Platform.

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

1.14. **Transportation Services:** transport service an Independent Driver is providing to Passenger whose request has accepted through the Bolt App.

## 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 be sign up as natural person or in representation of a company, but only if You own and control such company and no other Independent Driver is acting on behalf if your company. In case you want to onboard other drivers to act for your company – you should apply for a Fleet Partner access and subscribe to the Fleet Partner Terms and Conditions.

Upon successful completion of the signup application, we will provide You with a personal account accessible via a username and a password. 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 Service;

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 Bolt Independent Driver Account accurate and profile information updated at all times;

2.1.5. You will not authorize other persons to use your Bolt Independent Driver 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, country or region where You are providing Transportation Services in, including (but not limited to) laws regulating passenger transportation services;

2.2. You are obliged to provide your bank requisites in course of filling the payment details upon registration. In case You use a legal person for invoicing the services, You can insert the bank account of the company instead of your personal bank account. We are transferring In-app Payment fees to the bank account that You have provided. We are not liable for any incorrect money transactions in case You have provided wrong bank requisites.

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, 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 right to use the Bolt Services. Bolt reserves the right to request additional information during the term of the Agreement. Failure to provide the additional information may result in the termination of the Agreement and the right to use the Bolt Services.

2.4. You agree that in specific cities or countries Bolt Operations OÜ may assign any of our obligations arising from the General Terms or Agreement to Bolt group companies and Bolt partners. This includes, among else, 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 here <http://bolt.eu/cities>.

2.5. Registering the 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 or legal person indicated in the signup process may factually provide the Transportation Services. Such natural person may use the account of the Independent Driver 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 INDEPENDENT DRIVER PROVIDING THE TRANSPORTATION SERVICES UNDER BOLT ACCOUNT SHALL REMAIN LIABLE FOR ANY INFRINGEMENT OF THE GENERAL TERMS AND AGREEMENT CONDUCTED BY IT. IN CASE THAT THE INDEPENDENT DRIVER PROVIDES THE TRANSPORTATION SERVICES THROUGH A LEGAL PERSON NOT CONSIDERED A FLEET PARTNER, THEN THE LEGAL PERSON AND THE INDEPENDENT DRIVER SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE GENERAL TERMS AND AGREEMENT CONDUCTED BY THE INDEPENDENT DRIVER.

## **3. RIGHT TO USE BOLT APP AND BOLT INDEPENDENT DRIVER ACCOUNT**

3.1. License to use the Bolt App and the Bolt Independent Driver Account. Subject to your compliance with the Agreement, we hereby grant You have a license to use the Bolt App and the Bolt Independent Driver Account. 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, Independent Drivers may sub-license the Bolt App and the Bolt Independent Driver Account to the members of its fleet (subject to Fleet Partner Terms and Condition that shall apply in such case).

3.2. In course of using the Bolt App and/or Bolt Independent Driver Account You may not:

3.2.1. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Bolt App, the Bolt Independent Driver Account or other software of Bolt;

3.2.2. modify the Bolt App or the Bolt Independent Driver Account in any manner or form or to use modified versions of the Bolt App or Bolt Independent Driver 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 Independent Driver Account or any other Bolt Services.

3.3. The License granted herein revokes automatically and simultaneously with termination of the Agreement. After termination of the Agreement, You must immediately stop using the Bolt App and the Bolt Independent Driver Account and we are entitled to block and delete Driver account without a prior notice.

3.4. Using tags and labels of Bolt. Additionally, we may give You tags, labels, stickers or other signs that refer to Bolt brand or otherwise indicate 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 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 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 Independent Driver's Obligations. You hereby guarantee to provide Transportation Services in accordance with the General Terms, Agreement as well as laws and regulations applicable in the state, country or 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.

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, or other documentation Bolt may deem necessary and that is connected with the provision of Transportation Services.

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. Among else, You (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 his/her hand while the vehicle is moving.

4.4. You retain the sole right to determine when You are providing the Transportation Services. You shall accept, decline or ignore Transportation Services requests made by Passengers at your own choosing.

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 instance You have accepted a Passenger on the Bolt Platform and completed the Transportation Service as requested (i.e. Fare). 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 travel. The default base fare may fluctuate based on the local market situation. In markets with In-app payment, You may negotiate the Fare by sending us a pertinent request that has been either signed digitally through the Bolt Platform or by hand. Additionally, You shall always have the right to charge the Passenger less than the Fare indicated by the Bolt App. However, charging the Passenger less than the Bolt App indicates, does not decrease the Bolt Fee.

4.7. Upfront Fare. A Passenger may be offered to use a ride option that allows the Passenger to agree to a fixed Fare for a given instance of Transportation Service provided by You (i.e Upfront Fare). Upfront Fare is communicated via the Bolt App to a Passenger before the ride is requested, and to You when the ride is accepted or at the end of the ride. The Fare calculated in accordance with section 4.6 shall be applied instead of Upfront Fare 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).

4.8. In markets with In-app payment, 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 submit a petition in the section „Fare Review“ of the Bolt App. If a petition in the section „Fare Review“ of the Bolt App has not been submitted, then Bolt shall not recalculate the Fare or reimburse You for an error made in the calculation of the Fare. This option is not applicable in markets with only cash payment.

4.9. Bolt may adjust the Fare for a particular order completed, if we detect a violation (such as taking a longer route or not stopping the fare meter of the Bolt App 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 a fraud or a complaint by the Passenger indicates a violation by You. Bolt will only exercise its right to reduce or cancel the fare in a reasonable and justified manner.

4.10. Passenger may have the option to pay the fare for the Transportation Services either directly to You or via the In-app Payment, in markets where this option is available, as described in section 6 of these General Terms. In case the Passenger pays the Fare directly, it is your 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 behalf of You. 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 You after a successful provision of Transportation Services. The Passenger can Tip You 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 Independent Driver, a photo of the Independent 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 Fare and Tip paid for the provision of the Transportation Services. The receipt of each provision of Transportation Services is available to You via the Bolt Independent Driver Account.

4.13. Cancellation fee & wait time fee. Passenger may cancel a request for Transportation Services that an Independent Driver has accepted via the Bolt App. In some markets, the Independent Driver may be entitled to the Fare for cancelled Transportation Services (Cancellation Fee) in the event that a Passenger cancels accepted request for Transportation Services after certain time period determined by Bolt App.

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, caused by it. 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 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 obligations. You hereby acknowledge that You are obliged to fully comply with all tax 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 employee and tax registration obligations for calculations in regard to accounting and transfers to applicable State authorities as required by the applicable law. In case the Tax authority will submit a valid application to us to provide information regarding the activities of You, we may make available to the Tax authority 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 regulations that may apply in connection with the provision of Transportation Services. You hereby agree to compensate Bolt all state fees, claims, payments, fines or other tax obligations that Bolt will incur in connection

with the obligations arising from applicable tax regulations not having been met by You (including paying the income tax and social tax).

4.16. The Independent Driver's authorisation to issue invoices. Bolt has a right to issue an invoice on your behalf to the Passenger in order to compensate You any Fares, contractual penalties or other fees that Bolt mediates to You. In markets where Bolt issues invoices, the invoice will be made available to You via the Bolt Independent Driver Account.

## 5. BOLT FEES

5.1. In order to use the Bolt Services, You are obliged to pay a fee (i.e. 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 is made available to You via e-mail, Bolt App, Bolt Independent Driver Account or other pertinent means. Please acknowledge that the Bolt Fee may change from time to time. We shall send You a prior notification of each such change. In any case, changes in the Bolt Fees does not affect to those Transportation Services already provided before the entry into force of the new Bolt Fee.

5.2. You must pay the Bolt Fee and any other fees due to us for the previous month at a single moment at the latest by the 15th date of the following month. We may choose to set limits on the maximum amount of fees due from you to Bolt at any given time in order to limit non-payment risk. 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. For information on what is Bolt Fee applicable at a given time please see [here](#).

## 6. IN-APP PAYMENTS

6.1. We may enable Passengers to pay for the Transportation Service via cards, 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 commercial agent to receive the Fares or other fees paid by the Passenger via In-app Payment and to forward 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. If the use of promo codes is suspected as being fraudulent, illegal, used by an Independent 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 Independent Driver.

6.4 If the option is available and the Passenger chooses to Tip You directly in the Bolt App, the Tip will be collected by Bolt 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 by an Independent Driver in conflict with our Terms and Conditions and, then the Tip can be withheld by Bolt.

6.5. You are entitled to review In-app Payment reports in the Bolt Independent Driver 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 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, You 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 Passenger's account. If You make 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 submit a claim against You. We may set off any of your financial liabilities against financial liabilities that You may have against us.

6.9 Fares and other payments due to you per sec. 6.1 above will be forwarded to you on a periodic basis, typically once every week or other reference period communicated by Bolt in advance. We will forward all relevant funds as per sec. 6.1 above, that we collect on your behalf to the bank account that you indicate in your Driver's account. Bolt may elect, at its discretion, to offer fund transfers at intervals other than the standard reference period subject to limits and conditions prescribed by Bolt.

6.10. If we are not able to pay the Fees or Tip to you due to you not including your bank account details in your Driver's account or if the bank account details have been noted incorrectly, then we will hold such payments for 5 years. If you do not notify us of the correct bank account details within 5 years 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 Independent 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 You a rating and leave feedback regarding the quality of the Transportation Services that You have provided. Your average rating will be linked to your Independent Driver's account and will be available to Passengers at 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 your rating.

8.2. In addition to the rating, we measure your level of activity and provide You with an activity score, which is based on your activity regarding accepting, declining, not responding and completing Transportation Service requests.

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

9.1. Market overviews. We may send You, via the Bolt App, Bolt Independent Driver 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 promising a minimum income and similar: We may also provide campaigns, whereby we will guarantee a minimum service-fee level if the Independent Driver provides Transportation Services within a specified timeframe, location or other criteria defined by Bolt. If the specified minimum service-fee level is not reached, we shall compensate for the gap. Bolt may offer other similar campaigns, details of such will be duly communicated to the Independent Drivers. The specific requirements and conditions of any such campaigns will be sent via the Bolt Apps, Bolt Independent Driver Account, SMS, email or other means. We have full discretion, in deciding if, when and to which Independent Driver we provide such campaigns. If we have reasonable cause to suspect any fraudulent activity by the Independent Driver, we may withhold their Fare until the suspicion of fraud has been cleared.

9.3. 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. Any such compensations are subject to Bolt Fees. We may set off the marketing compensation against the Bolt Fee.

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

10.1. 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 marketplace connecting Passengers with Independent Drivers to help them move around cities more efficiently. You acknowledge that You are providing the Transportation Services on the basis of a contract for carriage of passengers and that You provide the Transportation Services as an economic and professional activity. Bolt, as the operator of Bolt App acts as the commercial agent of the Independent Drivers for the mediation of conclusion of contracts between the Independent Driver and the Passenger, and thus, among other things, accepts payments from the Passengers and forwards the payments to you.

10.2. You acknowledge that no employment agreement nor an employment relationship has been or will be established between You and us. You also acknowledge that no joint venture or partnership exists between You and us. You 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 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.

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 Notice, available at [www.bolt.eu/legal](http://www.bolt.eu/legal). 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 Independent 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.

## **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 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. To the maximum extent permitted by law, 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 or your vehicle as a result of actions or non-actions of the Passenger or co-passengers.

12.5. You and the company, when applicable, 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 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 any legal costs related to 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 7 (seven) days in advance.

13.3. Bolt is entitled to immediately terminate the Agreement and block your access to the Bolt Platform without giving any advance notice in case You breach the General Terms or Agreement, any applicable laws or regulations, disparage Bolt, or cause harm to Bolt's brand, reputation or business as determined by Bolt in our sole discretion. In the aforementioned cases we may, at our own discretion, prohibit You from registering a new Independent Driver account.

13.4. We may also immediately suspend (block) your access to the Bolt Platform and to the Bolt Independent Driver Account for the period of investigation, if we suspect an infringement of the Agreement or fraudulent activity from your behalf. The block of access will be removed once the investigation disproves such suspicions.

13.5. We are aiming to provide the highest quality service to all Passengers therefore we are monitoring the activity of Independent Drivers on Bolt Platform. If You fail to meet the minimal service requirements, such as the minimal rating and activity score, we are entitled to immediately terminate the Agreement without giving any advance notice.

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 Independent Driver 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 Independent Driver referred to in section 13.6 (Business User Operating in the Member State) has 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](#).

## 14. AMENDMENTS

14.1. Bolt 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 Independent Driver 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 Independent Driver 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 Independent 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 the Independent 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.

## **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 Independent Driver 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 Independent Driver 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

If any provision of the General Terms is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision. Date of entry into force of the General Terms - sign-up on Bolt Platform.

## ADDENDUM: MARKET SPECIFIC SERVICE TERMS

### 18. DATA COMMUNICATION TO SPANISH ADMINISTRATION SERVICES

18.1 In accordance with Royal Decree 785/2021, which establishes the obligation of holders of vehicle rental authorizations with driver to communicate to the Spanish administration, electronically, the data mentioned in the referred Royal Decree, and pursuant to the Resolution of October 26, 2021 that develops aforementioned Royal Decree, Bolt and the Independent Drivers agree that the former may be appointed by the latter as a 'representative' to carry out the aforementioned communication of data to the 'Electronic Registry' on behalf of the Independent Driver as part of Bolt services.

18.2 To the maximum extent permitted by applicable law, neither we nor Bolt's representatives, directors or employees, are liable for any loss or damage that you may incur as a result of your use of the data communication to Spanish administration services, including but not limited to:

18.2.1 any loss or damage, including fines or penalties imposed by public authorities to Independent Drivers, that could arise from Bolt acting as 'intermediary' as set out under clause 18.1 above, in particular in case of errors and/or delays in the communication of data to the 'Electronic Registry'.