

Bolt e-vehicles Global Terms of Service

Effective from 18.08.2021

1. General

1.1 These Terms of Service constitute the agreement ("**Agreement**") between you ("**You**", "**User**" or "**Rider**") and **Bolt Operations OÜ**, registration number 14532901, or our affiliates ("**Bolt**", "**We**", "**Us**" or "**Our**"), regarding Your use of (i) electric scooters (" **Scooter**"); (ii) Our mobile application for accessing and using the Scooter ("**App**"); and (iii) other related charging, maintenance, pick-up and similar services made available by Us (Scooter, App and related services collectively the "**Services**").

1.2 The following documents are incorporated by reference into this Agreement:

1.2.1 the rules for operating the Scooters as set out in Annex A to this Agreement ("**Riding Rules**");

1.2.2 the fee schedule, price information, Basic Pass (defined in 4.1) and Pre- Paid Pass (defined in 4.1) prices and information, any applicable Promo Code terms and any instructions, manuals (including the User Manual of the Scooter) and guidelines displayed in the App; and

1.2.3 other business and product terms referred to in this Agreement, including service descriptions, policies and notices, including Our Privacy Policy ("**Privacy Policy**") made available in the App or at:

<https://bolt.eu/legal/>

1.2.4 Supplemental country or city-specific ("**Service Area**") terms applicable in the area where the ride is taken.

1.3 As Our Services evolve, We may amend this Agreement at any time. Amendments will be effective upon posting of the amended Agreement or its supplemental terms on Our website or the App. Your continued use of the Services after such posting constitutes Your consent to be bound by the Agreement as amended. We reserve the right to notify You about amendments via the App, contact information connected to Your Account or in any other reasonable way.

2. Use of the App

2.1 The Services are used through App. The App enables the persons requiring transportation to find a Scooter by sharing data of their geographic location.

2.2 The use of the Services requires installation of the App and registration of a user account ("**Account**"). During the installation of the App, Your mobile number will be linked to Your Account and added to Our database.

2.3 In case of any faults in the App, We endeavour to correct them as soon as possible, but You acknowledge that the functionality of the App may be restricted due to occasional technical errors and We are not able to guarantee unlimited faultless functioning of the App at all times. We accept no liability for any losses incurred as a consequence of the App not functioning or not being usable in the desired manner.

2.4 Subject to Your compliance with the Agreement, We grant You a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the App on Your personal device solely in connection with Your use of the Services.

3. User Eligibility and Accounts

3.1 You are eligible to use the Services if:

3.1.1 You have an Account;

3.1.2 Your Account is linked with a valid credit or debit card or other payment method supported by the App ("**Elected Payment Method**");

3.1.3 You are at least 18 years old;

3.1.4 You have a valid driver licence in the Service Area in which You are using the Services;

3.1.5 You are physically fit, and have the necessary skills and expertise to use, ride and operate the Scooter in a safe and competent manner.

3.2 When creating and using Your Account You:

3.2.1 agree to only use Your real name, accurate personal and card information for setting up the Account, and keep such information up to date at all times;

3.2.2 agree that You may be requested to provide proof of identity in the form of a picture from Your driver licence or a government identification document to obtain or maintain access to the Services;

3.2.3 are liable for the access, control and security of Your Account, and responsible for: (i) the user name and password for Your Account; and (ii) all actions carried out under Your Account, including, but not limited to, activating (unlocking), using, deactivating (finishing Your ride) and proper parking of the Scooter pursuant to this Agreement, or failing to do so, unless You have reported misuse of Your Account pursuant to Section

3.2.4. We may assume that anyone using Your user name and password is authorised by You to do so;

3.2.4 agree to notify Us immediately if You become aware of any unauthorized access to or use of Your Account, or other situation that may cause loss of control of Your Account;

3.2.5 agree that We have the right to suspend or disable Your Account to the extent required to (i) secure lawful use of App, including without limitation for fraud prevention, risk assessment, investigation and customer

support purposes; (ii) ensure Your compliance with this Agreement; (iii) comply with an applicable law or the order of a court, law enforcement or other administrative agency or governmental body; or (v) as otherwise set forth in this Agreement;

3.2.6 agree that We may send You text (SMS), push notifications and e-mail messages in connection with the Services.

4. Use of the Scooter

4.1 By unlocking the Scooter via the App You agree to rent the Scooter on a per ride basis (“**Basic Pass**”) or through a prepaid package (“**Pre-Paid Pass**”) subject to the terms of this Agreement in consideration for the fees and charges calculated in accordance with Our fee schedule applicable during the rental period.

4.2 Each time You unlock the Scooter and commence the ride, You represent and warrant that You have read and understood:

4.2.1 all applicable traffic laws and regulations;

4.2.2 the Riding Rules in Annex A;

4.2.3 the terms and conditions for Your applicable Service Area; and the eligibility conditions listed in sections 3.1.1-3.1.5 and can confirm that they are met.

4.3 By unlocking the Scooter, You agree:

4.3.1 that the Scooter, and any equipment attached thereto, at all times, remains Our property, and that You shall not dismantle, modify, repair, vandalise or deface the Scooter, or any equipment attached to it, in any way;

4.3.2 to use the Scooter in accordance with this Agreement, including the Riding Rules and any instructions, manuals and guidelines displayed in the App and in the terms and conditions for Your applicable Service Area;

4.3.3 not to allow any other person to use the Scooter unlocked by You;

4.3.4 to assume full responsibility for care of the Scooter during the rental period and to return the Scooter in the same condition in which it was rented to a permitted parking area specified by the App ("**Permitted Parking Area**"). If the Scooter is returned damaged or in a state of disrepair, then You will be charged a fee that is equal to the cost of repair pursuant to Section 5.4.2.

4.4 If the Scooter runs out of charging power during a rental, You shall conclude the ride in compliance with the instructions of the App and the terms of this Agreement and park the Scooter to the Permitted Parking Area.

4.5 You must report any accident, crash, damage, personal injury, stolen or lost Scooter to Us in accordance with Section 10.1 as soon as possible. If the incident involves personal injury, property damage, or a stolen Scooter, You shall file a report with the local police department within 24 hours.

5. Payment and Fees

5.1 You may use our Services through a Basic Pass or Pre-Paid Pass basis (where Pre-Paid Pass may be available). You will be charged fees for Your use of the Scooter and Services in accordance with Our fee schedule provided in the App. Each use of the Scooter starts when You click "Unlock" and terminates when You click "Finish your ride" or equivalent button(s) on the App. Our fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Us.

5. In select cities, You may have the option to purchase Scooter services through a Pre-Paid Pass basis. Terms and pricing applicable to a Pre-Paid Pass will be made available in-app prior to purchase and will include a description of the limitations on the Pre-Paid Pass you are purchasing. Limitations may include a set daily or use limit for time, number of unlocks, daily limit to ride times. Pass may not be used in conjunction with promotional offers, rewards or other discounts.

You have a statutory right to withdraw from a Pre-Paid Pass within 14 days of the purchase date. If you activate the Pre-Paid Pass during the 14 day withdrawal period after purchasing the Pre-Paid Pass then you will lose your right of withdrawal. Should You exercise your right to withdraw during the 14 days from the purchase, You will be entitled to a refund on a pro-rata basis conditional to the limitations of the Pre-Paid Pass that you have purchased and used until termination.

Purchase of a Pre-Paid Pass does not guarantee the availability of Services. Pre-Paid Passes will expire on the date of expiry stated at the time of purchase.

5.3 We may issue promotional coupons or codes subject to any additional terms established on a per promotional code basis ("**Promo Codes**"). We reserve the right to modify or cancel Promo Codes at any time at Our sole and absolute discretion. We may suspend or cancel Promo Code(s) and Your use of the App at any time if We have grounds to believe that the use or redemption of the Promo Code(s) was in error, fraudulent, illegal or in violation of the applicable Promo Code terms or this Agreement.

5.4 If the Scooter unlocked with Your Account:

5.4.1 is parked outside the Permitted Parking Area, then in Our sole discretion, We may charge You a (i) pick-up fee of up to EUR 100 and/or (ii) fee for unpermitted parking of up to EUR 100.

5.4.2 appears to be damaged beyond normal wear and tear, is in a state of disrepair or has been vandalised, then, in Our sole discretion, We may charge You a fee that is equal to the cost of repair or replacement of the Scooter and equipment;

5.4.3 is abandoned without notice, You will be responsible for all fees until the Scooter is recovered, plus a search fee of up to EUR 120 and maximum ride fee specified in the App depending on the time that it takes to recover the Scooter;

5.4.4 is not recovered or returned (ride finished and Scooter parked) within 48 hours, then in Our sole discretion, We may consider the Scooter to be lost or stolen, in which case We may charge You up to EUR 500 per Scooter and file a police report against You.

5.5 You agree to pay any fines, fees, penalties, and/or any other charges incurred by Us, that result from Your use of any Scooter, You parking any Scooter improperly or as a result of You violating any law, rule, regulation, or ordinance while using the Services.

5.6 All amounts due and payable to Us will be charged to Your Elected Payment Method. If these payment methods fail, other collection procedures may be employed. You agree to compensate all Our collection costs, including without limitation reasonable legal fees, if You do not pay amounts owed to Us when due.

5.7 You can pay for the Services with Your Elected Payment Method, which requires prior activation within the App. You authorise Us to charge Your Elected Payment Method linked to Your Account for all fees and charges incurred by You pursuant to this Agreement. Such fees and charges may be subject to applicable taxes, which may be charged and collected by Us.

5.8 We and our contractors support in-App Payment, provide assistance, and resolve disputes related in-App Payment. If You dispute any transactions charged to Your Elected Payment Method by Us, You must contact Us in accordance with Section 10.1 within 10 Business Days.

5.9 For credit and debit card payments, We may charge a service fee for each payment that is added to each order of the Services. The service fee is for Visa/Mastercard service fees. The amount of the service fee is displayed in the App. Your bank may make additional charges for Your use of Your credit or debit card which are not shown in the App. Please note that after You have reserved a Scooter, we automatically pre-authorize an amount from Your credit card to confirm the availability of the payment.

5.1 You agree to immediately inform Us of any changes relating to Your Elected Payment method linked to Your Account that may impair Our ability to charge You pursuant to this Agreement.

6. Liability

6.1 You acknowledge and agree that Your use of the Services, Scooters and related equipment, is at Your sole and individual risk, and that We are not responsible for any consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, legal fees or disbursements of any kind, whether foreseeable or unforeseeable, and whether known or unknown, that You or a third party may suffer as a result of Your use of the Services. You fully understand such risks by acknowledging that:

6.1.1 riding the Scooter involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to You or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided;

6.1.2 the Scooter is a machine that may malfunction, even if properly maintained, and that such malfunction may cause injury; and

6.1.3 wearing a helmet other protective equipment and diligent compliance with the Riding Rules and this Agreement are essential to reduce Your risk of injury and risk of causing injuries or damage to others.

6.2 If Your use of any of the Services causes any injury or damage to another person or property, then You will be liable for any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, legal fees, judgments, suits or disbursements of any kind, whether foreseeable or unforeseeable, and whether known or unknown. If Your conduct causes Us to pay third parties' claims, You are solely responsible to Us, and agree to indemnify Us, for all losses incurred by Us in paying those third party claims.

6.3 We reserve the right to offer liability insurance arrangement (“Insurance Cover”) in some or all Service Areas, to insure, subject to limitations and exceptions of the Insurance Cover, liability You incur in respect of injury to a third party or accidental damage to the physical property of a third party arising from Your use of the Scooter. **If You have not paid for the Insurance Cover**, then **You understand and acknowledge** that You assume liability for any and all costs caused by You to a third party, including without limitation costs of ambulance transport services, hospital stays and medical treatment.

6.4 All of the Services, the Scooter, and related equipment are provided "AS IS" and "AS AVAILABLE". To the fullest extent permitted by law, We exclude and disclaim all guarantees, conditions, warranties or terms of any kind, whether express or implied or imposed by any applicable law. We do not represent, warrant or guarantee that any of the Services, Scooters, or related equipment will be in good repair or in an error-free state, or that delays, omissions, interruptions or inaccuracies will not occur in relation to any of the Services, Scooters, or related equipment. In particular, We disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

6.4.1 whether the information (including any instructions in the App) on the Services is accurate, complete, correct, adequate, useful, timely, or reliable;

6.4.2 whether any defects or errors in the Services will be repaired or corrected;

6.4.3 whether the Services will be available at any particular time or Service Area; and

6.4.4 whether Your use of the Services is lawful in any particular jurisdiction.

6.5 All implied conditions and warranties of any type in relation to the Services are excluded to the maximum extent allowed by law. Nothing in

this Agreement excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot lawfully be excluded, restricted or modified.

6.6 If any guarantee, condition, warranty or term is implied or imposed by any applicable law and cannot be excluded ("**Non-Excludable Provision**"), and We are not able to limit Your remedy for a breach of the Non-Excludable Provision, then Our liability for breach of the Non-Excludable Provision is limited exclusively (so far as the law permits) to Our option to:

6.6.1 in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; or

6.6.2 in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

6.7 In no event shall Our aggregate liability for any and all claims arising out of this Agreement, including those based on tort or other grounds, exceed EUR 500 or the amount of the fees paid to Us for the rental period during which the incident, accident or event that caused the claim/s to arise occurred, whichever is lower.

6.8 Neither We nor You shall be responsible for damages or for delays or failures in performance resulting from circumstances beyond the reasonable control of the non-performing party, including, without limitation an element of nature or an act of God, earthquake, fire, flood, war, terrorism, civil, industrial or military disturbance, sabotage, labour strike or lock-outs, pandemic, epidemic, riot, loss or malfunctioning of utilities or communication services, major cyber-attack, court order, act of civil or military authority, or governmental, judicial or regulatory action.

6.9 To the maximum extent permitted under the applicable law, neither We nor any of Our affiliates, representatives, directors or employees are liable

for any loss or damage that You may incur under or in connection with this Agreement or as a result of using the App, including but not limited to:

6.9.1 any direct or indirect property damage or monetary loss;

6.9.2 loss of profit or anticipated savings;

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

6.9.4 loss or inaccuracy of data; or

6.9.5 any other type of loss or damage.

7. Your Content

7.1 You confirm that any text, images or other information that You provide to Us whilst using the Services ("**Your Content**") will meet the Rules of Acceptable Use as is set out below in clause 10.

7.2 We do not claim ownership over Your Content and ownership will remain with You and any third party whose content You include in Your Content. You grant to Us a worldwide, non-exclusive, royalty-free and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, licence, sub-licence and exploit Your Content anywhere and in any form for the purposes of providing the Services (including, where applicable, allowing other users to view Your Content).

7.3 You must ensure that You are able to grant Us the above licence for any content owned by a third party that You include in Your Content.

7.4 Our right to use Your Content does not in any way affect Your privacy rights. Please see Our Privacy Policy for information on how We use Your personal information,

7.5 We have the right to monitor any of Your Content and to reject, refuse or delete any of Your Content where We think that it breaks any of the Rules of Acceptable Use.

8. Rules of Acceptable Use

8.1 In addition to the other requirements in this Agreement, this section describes specific rules that apply to Your use of the App ("**Rules of Acceptable Use**").

8.2 When using the App You must not:

8.2.1 circumvent, disable or otherwise interfere with any security related features of the App;

8.2.2 permit another person to use the App on Your behalf unless such person is authorised by You;

8.2.3 use the App if We have suspended or banned You from using it;

8.2.4 advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;

8.2.5 modify, interfere, intercept, disrupt or hack the App;

8.2.6 misuse the App by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the App or any user of the App;

8.2.7 collect any data from the App other than in accordance with this Agreement;

8.2.8 submit or contribute any of Your Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;

8.2.9 submit or contribute any of Your Content that You do not own or have the right to use or otherwise infringe the copyright, trademark or other rights of third parties;

8.2.10 use Your Content in violation of any licensing terms specified by the owner;

8.2.11 submit or contribute any information or commentary about another person without that person's permission;

8.2.12 threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or harass, upset, embarrass, alarm or annoy any other person;

8.2.13 use any automated system, including without limitation 'robots', 'spiders' or 'offline readers' to access the App in a manner that send more request messages to the App than a human can reasonably produce in the same period of time; or

8.2.14 other action which is deemed as inappropriate for use of the App.

8.3 Failure to comply with the Rules of Acceptable Use constitutes a material breach of this Agreement, and may lead to:

8.3.1 immediate temporary or permanent withdrawal of Your right to use the App;

8.3.2 immediate temporary or permanent removal of any of Your Content;

8.3.3 warning;

8.3.4 legal action against You, including proceedings to recover all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and

8.3.5 disclosure of such information to law enforcement authorities as We reasonably feel is necessary.

9. Governing law

9.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia.

9.2 Your obligations may be governed by laws of the Service Area, for example, traffic laws and regulations applicable in the Service Area ("**Local Laws**") and You agree to comply with any such Local Laws.

9.3 Both We and You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Estonia and any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts.

10. Miscellaneous

10.1 Notices and any other communication in connection with this Agreement or Services should be provided via App, sent by e-mail to info@bolt.eu or reported through customer support channels made available at Our website.

10.2 You agree that this Agreement and all incorporated agreements may be automatically assigned by Us in Our sole and absolute discretion.

ANNEX A

General Riding Rules - Electric Scooters

1 Safety Checks

1.1 It is Your responsibility to conduct a diligent safety check prior to use of the Scooter that includes, without limitation, the following:

(a) good condition of the frame;

(b) good condition of wheels (i.e. that the wheels are not flat or impeded by debris or mud);

- (c) safe operation of brakes;
- (d) sufficient battery power;
- (e) testing that the bell of the Scooter is working;
- (f) lights and reflectors are in good working condition if You intend to ride the Scooter during the hours of darkness;
- (g) Scooter is free from any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need; and
- (h) follow the instructions provided to You at the time of hiring the Scooter.

1.2 Throughout the ride You shall constantly monitor that the Scooter and its operation complies with the above safety requirements. If at any time during the ride You discover a breach of safety requirement(s) or notice any other potentially unsafe defect, condition or threat, You must immediately cease riding the Scooter, when it is safe to do so, and notify in accordance with Section 10.1 of the Agreement.

2 Road Safety

2.1 You shall ride and operate the Scooter safely at all times. When using, riding or operating the Scooter, You shall:

- (a) comply with all applicable traffic laws and regulations;
- (b) use the safety gear as recommended and as required pursuant to the above laws and regulations, and, which are reasonably required to mitigate the risk of personal injury (Such as helmet, protective pads and proper shoes);
- (c) not operate the Scooter under the influence of alcohol, drugs, medication or other substances that may impair Your ability to safely operate the Scooter;

(d) observe the speed limit and adapt the speed according to the situation taking into account Your driving experience, road conditions, state of the road and the Scooter, weather conditions, density of the traffic and other traffic conditions so that You are able to stop the Scooter without hitting any obstacle that is or can reasonably be expected to be on the road.

(e) not use any mobile phone, tablet, laptop, text messaging device, music player, or other device that may distract You from safely operating the Scooter;

(f) not ride the Scooter on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal or poses nuisance to others;

(g) not use the Scooter for racing, mountain riding, stunt or trick riding;

(h) not ride the Scooter on expressways and restricted roads;

(i) not ride the Scooter against the flow of traffic;

(j) not ride the Scooter on roads that are meant exclusively for pedestrians;

(k) shall not ride beyond permitted riding perimeter specified by the App;

(l) not ride in poor or dangerous weather or road conditions, including snow, hail, ice, sleet, freezing rain, or electrical storms, which could make it dangerous to ride the Scooter;

(m) not exceed the maximum weight limit (210 pounds) of the Scooter;

(n) not carry additional person(s);

(o) not carry any items (e.g. briefcases, backpacks, bags and/or other items) if these may prevent You from being safely able to operate the Scooter; and

(p) wear light coloured clothes to ensure that other road users are able to notice You easily;

(r) not ride the Scooter on walkways or sideways at speed greater than 6 km/h.

3 Parking

3.1 You shall:

(a) not park the Scooter in a manner that may contravene any applicable laws and regulations;

(b) not park the Scooter in a way that hinders traffic or is a safety concern, upholds the mobility of people with disabilities; and

(c) park the Scooter visibly and in the standing position so that other users can also enjoy the use of the Scooter;

(d) follow the parking instructions displayed in the App and, if applicable, park the Scooter in the designated Permitted Parking Area;

(e) report any Scooter not parked in a Permitted Parking Area while using the Services, by notifying Us in accordance with Section 10.1 or using the relevant feature in the App.