

General Terms and Conditions for Passengers

You can download an offline version of these Guidelines for your records and future reference [here](#) ↗.

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These General Terms and Conditions for Passengers (also referred to as these "Terms") set out the terms and conditions applying to and governing your use of the HOPP App, HOPP Platform and HOPP Services, and form an agreement between you and HOPP Canada.

In order to use and access the HOPP App, HOPP Platform and HOPP Services, you must agree to these Terms. If you do not agree to these Terms, you are not authorized to and must not access or use the HOPP App, HOPP Platform or HOPP Services.

1. Definitions

1.1.Driver - means a natural person who is a licensed SPSV driver authorized to provide passenger transportation services (and, where the Transportation Services are provided in the province of Quebec, holds a Class 5 or lower driver's license issued by the Société de l'assurance automobile du Québec), and who provides Transportation Services via the HOPP Platform.

1.2.Fare - means the fee the Passenger is obligated to pay the Driver, in accordance with applicable law, for provision of the Transportation Services. It is the sole responsibility of the Driver to charge the Passenger the correct Fare as may be imposed in accordance with applicable law for each provision of any Transportation Service.

1.3.HOPP App - means a mobile application intended for the Passengers to request and receive Transportation Services.

1.4.HOPP In-app Payment - means cards, carrier billing and other payment methods used by the Passenger via the HOPP App to pay for the Transportation Services.

1.5.HOPP Canada (also referred to as "we", "our" or "us") - means Bolt Services CA Inc., an Ontario corporation registered under the laws of Ontario, Canada with Ontario corporation number 1000767984, operating under the trading name HOPP.

1.6.HOPP Passenger Account - means a Passenger's online account which may contain information regarding usage of the HOPP Service in the course of receiving the Transportation Service.

1.7.HOPP Platform - means HOPP Canada's platform connecting Passengers and Drivers to help Passengers move around cities more efficiently.

1.8.HOPP Services - means the services that HOPP Canada provides, including the provision and maintenance of the HOPP App, the HOPP Platform and HOPP In-app Payment, the provision of customer support, the facilitation of communication between the Driver and Passenger, and other services.

1.9.Passenger (also referred to as "you" or "your") - means a person requesting the Transportation Services by using the HOPP App.

1.10. SPSV - means small public service motor vehicles, other than buses or minibuses, which include, where applicable, taxis and limousines carrying passengers and driven by a Driver.

1.11. Terms - means these General Terms and Conditions for Passengers.

1.12. Tip - means a gratuity offered by the Passenger at their sole discretion in addition to the Fare paid.

1.13. Transportation Service - means the transportation service provided by the Driver to the Passenger whose request the Driver has accepted through the HOPP App.

1.14. Transportation Service Agreement - means the contract entered into between the Passenger and the Driver via the Bolt App for the provision of the Transportation Service as described in section 2.3 of these Terms.

2. Using the HOPP App

2.1.HOPP Canada provides the HOPP Platform which, among other uses, provides a means of communication through the HOPP App that enables you, a Passenger, to request Transportation Services from Drivers. HOPP Canada does not provide Transportation Services. Transportation Services are provided by the Driver, on the basis of a contract with you for the carriage of passengers. The Drivers provide Transportation Services on an independent basis as economic and professional carriers. HOPP Canada is not responsible in any way for the fulfilment of the contract entered into between the Passenger (you) and the Driver.

2.2.Information regarding the Drivers and their Transportation Service is available in the HOPP App, and receipts for journeys are sent to the email address listed in your HOPP Passenger Account.

2.3.You enter into a contract with the Driver for the provision of the Transportation Services via the HOPP App. Depending on the payment options supported for a given location of the journey, you can choose whether to pay the Driver for the

Transportation Service in cash or use HOPP In-app Payment. Payments for HOPP Business rides are made pursuant to a separate agreement for HOPP Business journeys. Charges will be inclusive of applicable taxes where required by law. Charges may include government dues, tolls, or surcharges including a booking fee, cancellation fee, cleaning fees, waiting time fees, municipal tolls, airport surcharges or processing fees for split payments. Such charges will be detailed and disclosed, if applicable, on the HOPP App. If you wish, you may also choose to pay a Tip to the Driver directly or via the use of HOPP In-app Payment. We may limit the maximum value of a Tip at our sole discretion.

2.4. The use of the HOPP App to request Transportation Services requires the installation of a mobile application, the registration of a HOPP Passenger Account and the acceptance of these Terms. When you install the HOPP App and register your HOPP Passenger Account, your mobile number is linked to your HOPP Passenger Account and added to our database. If you are no longer using the linked mobile number, you must notify HOPP Canada within 7 days so we can anonymize your account data. If you do not notify us about any change to your mobile number, your mobile operator might assign your previous mobile number to another person who later, by using the HOPP App, may have access to your HOPP Passenger Account and its data.

2.5. You acknowledge that we are not liable for any losses in connection with the use of your mobile device. Rooting, jailbreaking or modifying your mobile device at a hardware or operating system level in any manner which is against the manufacturer's instructions makes your mobile device susceptible to threats. You acknowledge that we have no obligation to support the use of such a modified mobile device.

2.6. You may not, and may not allow any other party to launch or cause to launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of HOPP Canada's mobile applications, websites or data.

2.7. You must be at least the age of majority to obtain access to and use the HOPP App, including to accept these Terms. In addition, you must ensure that the persons using Transportation Services via the HOPP App on your behalf are at least the age of majority. The Driver may refuse to provide the Transportation Service to a Passenger or any other person using HOPP Services on Passenger's behalf that is unable to prove that they are at least the age of majority, in accordance with our Child Safety Policy available [here](#).

2.8. If any of the activities the Passenger pursues via the HOPP Platform or HOPP App, or if any of the information the Passengers provide to HOPP Canada, the HOPP Platform or HOPP App is deemed to be illegal content under applicable laws or otherwise contravenes these Terms, HOPP Canada reserves the right to:

2.8.1. remove, disable access to or demote such content;

2.8.2. suspend, terminate or restrict any monetary payment due from HOPP Canada to you;

2.8.3. suspend or terminate the HOPP Services in whole or in part; and

2.8.4. suspend or close your HOPP Passenger Account and your access to the HOPP App, HOPP Platform and HOPP Services.

3. Promotional Codes

3.1. HOPP Canada or its affiliates may send you promotional codes on a per promotion basis. Promotional code credit can be applied towards payment on completion of a ride or other features or benefits related to the Transportation Service or a third party's service and are subject to any additional terms that are established on a per promotional code basis. Expiration dates of promotional codes will be reflected in the HOPP App once you have applied the promotional code to your HOPP Passenger Account.

3.2. If your trip amount exceeds the redeemable credit allocated to your ride, the balance will be automatically deducted from your HOPP Passenger Account's payment method. Similarly, a promotional code credit only applies on a per ride basis and cannot be carried over to the next ride and therefore will be forfeited. Only one promotional code may be applied per trip.

3.3. HOPP Canada reserves the right to cancel any promotional code at any time for any reason. This includes if HOPP Canada deems that promotion codes are being used in an unlawful or fraudulent manner, those issued mistakenly, and those which have expired.

4. HOPP in-App Payment

4.1. Depending on the payment options supported for the given location of the ride, you can pay for the Fare for the Transportation Services with a card, mobile carrier billing or other payment methods (e.g. HOPP Business, etc.) as and when available through the HOPP App. By providing the HOPP In-app Payment service, HOPP Canada acts as a commercial agent/operator for the Driver. You acknowledge that every Driver has authorized HOPP Canada to act as its commercial agent/operator for the mediation of conclusion of Transportation Service Agreements and for no other purpose. As the Driver's commercial agent/operator, HOPP Canada will have several rights, including collecting the Fare or other fees payable via HOPP In-app Payment under the Transportation Service Agreement on the Driver's behalf. Your payment obligation to the Driver is deemed to be fulfilled when the respective payment is credited to HOPP Canada's bank account. You, as a Passenger, are responsible for

ensuring that the payment takes place and ensuring that sufficient funds are available to fulfil the payment.

4.2. You may choose to pay a Tip to the Driver using the HOPP In-app Payment service. The Tip can be paid via HOPP In-app Payment by means authorized by HOPP Canada for that purpose. HOPP Canada will not hold a commission for the brokerage of the Tip and the Tip will be transferred to the Driver in full, excluding any taxes, if applicable. HOPP Canada reserves the right to withhold the Tip if the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided, or used in conflict with these Terms.

4.3. When making payments by HOPP In-app Payment, HOPP Canada receives your payments and forwards money to the Driver. HOPP Canada may ask for additional data from you to verify the payment method.

4.4. When making payments by HOPP In-app Payment for Transportation Services, HOPP Canada is not responsible for any applicable third party payment costs (e.g. mobile operators, bank fees). These third party service providers may charge you additional fees when processing payments in connection with HOPP In-app Payment. HOPP Canada is not responsible for any such fees and disclaims any and all liability relating to such fees. Your payment method may also be subject to additional terms and conditions imposed by the applicable third party payment service provider; please review such terms and conditions before using your payment method.

4.5. HOPP Canada will be responsible for the functioning of HOPP In-app Payment, and will provide support in resolving problems you may experience with HOPP In-app Payment. The resolution of disputes related to HOPP In-app Payment also takes place through us. For payment support service please contact: gta@gethopp.com. Inquiries submitted by e-mail or the HOPP App will receive a response within one business day. HOPP Canada will endeavour to resolve HOPP In-app Payment related complaints and applications within two business days.

4.6. You may be offered to use a ride option that allows you to agree to a fixed maximum Fare for a given instance of the Transportation Service provided by the Driver (i.e. “**Upfront Maximum Fare**”). The calculation method of the Upfront Maximum Fare is accessible on the HOPP App. The Upfront Maximum Fare is communicated to you via the HOPP App before the ride is requested. The Upfront Maximum Fare may vary if you change 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). When you change the destination during the ride, a new Upfront Maximum Fare will be communicated to you for acceptance before the destination change is confirmed by you.

4.7. When making a payment using the HOPP Business payment method, the fee for

services (including waiting time, tolls, or surcharges including a booking fee, municipal tolls, airport surcharges, processing fees for split payments, cancellation fees) will be paid by the third party that has enabled the HOPP Business payment method for you. For all other applicable fees such as damages, penalties, or other fees as provided in these Terms, you and such third party remain jointly and severally/solidarily liable, meaning you or such third party may be charged with such fees or both partially. Such third party will have the same rights as you have under these Terms with regards to being charged the applicable fees. The invoice or receipt for services will be issued to the third party along with any refund (as applicable), and the third party can raise complaints and request information in relation to the fees charged and services used under the HOPP Business payment method.

5. Ordering and cancelling Transportation Services

5.1.If you request the Transportation Service and the Driver has agreed to provide such Transportation Service, then the Transportation Service is considered to be ordered.

5.2.Once the Driver confirms that they will complete your ride, you will enter into a separate agreement with the Driver for the provision of the Transportation Service on such terms and conditions as you agree with the Driver. HOPP Canada does not provide transportation services and is not a party to your agreement with the Driver.

5.3.You may cancel your Transportation Service request in the HOPP App at any time before you begin your journey.

5.4.If the Driver has replied to your request for the Transportation Service and you subsequently reject, cancel or refuse the Transportation Service, this will be deemed a cancellation. When a Transportation Service request is cancelled after a certain time period, you are required to pay a cancellation fee, as detailed in Section 2.3 of these Terms, that will be disclosed to you prior to your confirmation of the cancellation request.

5.5.If you cancel a Transportation Service request on multiple successive instances within a 24-hour period we may temporarily block your HOPP Passenger Account as a warning. After multiple such warnings, we may suspend your HOPP Passenger Account for a longer period (e.g. 6 months). In each instance, you will be provided notice setting out the reason for which your HOPP Passenger Account has been temporarily blocked or suspended. After your suspension concludes, you can ask to reactivate your HOPP Passenger Account and your application will be reviewed by HOPP Canada, which may choose to reinstate your HOPP Passenger Account in its sole discretion.

5.6.If the Driver notifies you that they have arrived to pick you up, and you or the people for whom you ordered the Transportation Service do not arrive at the Driver's vehicle within a certain time period as specified in the HOPP App, the request will be

deemed cancelled. Sometimes the Driver may decide to cancel your request for the Transportation Service, please note that HOPP Canada is not responsible for such cancellations. In such situations, you will not be charged for the Transportation Service.

5.7. Once the Driver arrives and sends you a notification that they have arrived, the HOPP App may begin charging the Fare on a waiting time basis according to the rates specified in the HOPP App, as per Section 2.3 of these Terms.

5.8. If you cancel a Transportation Service or request a refund from a Driver for a Transportation Service, these Terms continue to apply.

5.9. HOPP Canada may suggest a certain category of ride to you in the HOPP App. The main criteria for the suggestions are the price of the ride, the estimated time of arrival of the vehicle and your historical category selection behaviour. You are under no obligation to order the ride from the category suggested to you by HOPP Canada.

6. Licence to use HOPP App

6.1. Subject to your compliance with these Terms and the applicable app-store terms, HOPP Canada agrees to grant you a royalty-free, revocable, non-transferable, non-sublicensable, non-exclusive, right to access and use the HOPP App, HOPP Platform, and HOPP Passenger Account solely in connection with your use of the HOPP Services. In the event that your right to use the HOPP App, HOPP Platform, or HOPP Passenger Account is revoked, this corresponding non-exclusive licence will also be revoked.

6.2. All copyrights and trademarks, including source code, databases, logos and visual designs either owned by or licensed to HOPP Canada are protected by copyright, trademark, trade secret laws or international treaty provisions. By using the HOPP App, HOPP Platform or any other HOPP Services you do not acquire any rights, including rights of ownership to any intellectual property, other than the license rights set out in these Terms. Without limiting the foregoing, HOPP Canada and its affiliates owns all right, title and interest, including intellectual property rights in and to the HOPP App, HOPP Platform and the HOPP Services.

7. Liability, Indemnity

7.1. As the HOPP App provides a means of communication between the Passengers and Drivers, we are not responsible or liable for the provision of the Transportation Services. The availability of Drivers on the HOPP App and HOPP Platform depends on the behaviour of the Driver, and HOPP Canada does not guarantee that you will always have offers available for the provision of the Transportation Services or that Drivers

will not cancel a request for Transportation Services once accepted.

7.2. HOPP Canada does not, including through its offerings of the HOPP App, HOPP Platform and HOPP Services, offer or broker Transportation Services for Passengers. The HOPP Services are also not a transport agency service for finding passengers for transportation providers. The HOPP App, HOPP Platform and HOPP Services are used as the means for organizing the provision of transportation services.

7.3. The HOPP App, HOPP Platform and HOPP Services are provided on an "as is" and "as available" basis. HOPP Canada does not represent, warrant, covenant or otherwise guarantee that access to and use of the HOPP App, HOPP Platform and HOPP Services will be uninterrupted or error-free. If there are any material faults in the software, we will endeavour to correct them as soon as reasonably possible, but please keep in mind that the functionality of the HOPP App and HOPP Platform may be restricted due to occasional technical errors and we are not able to guarantee that the HOPP App and HOPP Platform will function at all times (for example, a public emergency may result in a service interruption). To the maximum extent permitted by applicable law, we disclaim all representations, warranties and conditions, express or implied, including all warranties of merchantable quality and fitness for a particular purpose.

- 7.4. You will defend, indemnify and hold harmless HOPP Canada, its affiliates, subsidiaries and each of their respective directors, officers, employees, subcontractors and other representatives (each, a "HOPP Indemnatee") from and against any and all losses, damages, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind incurred by a HOPP Indemnatee arising out of or relating to any claim by a third party (other than an affiliate of a HOPP Indemnatee) that arise from or relate to: (i) your use of the HOPP Platform, HOPP App, or HOPP Services; or (ii) your breach of these Terms or any applicable laws.
- 7.5. To the maximum extent permitted under applicable laws, in no event will HOPP Canada or other HOPP Indemnitees be liable to you for any: (i) special, exemplary, punitive, indirect, incidental or consequential damages; (ii) lost or loss of (a) savings, (b) profit, (c) data, (d) use, or (e) goodwill; (iii) business interruption; (iv) costs for the procurement of substitute products or services; (v) personal injury or death; or (vi) personal or property damage arising out of or in any way connected to the Agreement, regardless of cause of action or the theory of liability, whether in contract, tort (including negligence or gross negligence), or otherwise, even if notified in advance of the possibilities of such damages. Without limiting the foregoing, in no event will the total aggregate liability of HOPP Canada or other HOPP Indemnitees in connection with or under the Agreement, whether in contract, tort (including negligence or gross negligence), or otherwise, exceed 75 CAD. For greater certainty, the existence of one or more claims under the Agreement will not increase

this maximum liability amount. If you reside in the province of Quebec, the foregoing does not liberate HOPP Canada from the consequences of its own acts or those of its representatives.

7.6.HOPP Canada may immediately terminate your access to and use of the HOPP App, HOPP Platform and HOPP Services if you breach these Terms or if we consider it necessary to protect the integrity of HOPP Canada or the safety of the Drivers. If you reside in the province of Quebec, you will be provided with a concurrent notice regarding the termination of your right to use the HOPP App, HOPP Platform and HOPP Services, setting out the grounds for which this decision was made.

7.7.HOPP Canada may terminate these Terms without cause and remove your access or any access in association with your HOPP Passenger Account to the HOPP App, HOPP Platform and HOPP Services (including preventing you from registering a new HOPP Passenger Account) by giving you at least 60 days' notice.

7.8.HOPP Canada may suspend, for a reasonable period of time and after having issued a prior warning, the processing of notices and complaints submitted through the HOPP App by the Passengers that frequently submit notices or complaints that are determined by HOPP Canada to be unfounded. While assessing the circumstances for the suspension, HOPP Canada considers the following:

7.8.1. the absolute numbers of items of illegal content or unfounded notices or complaints, submitted within a month;

7.8.2. the relative proportion of notices and complaints in relation to the total number of items of information provided or notices submitted within a month;

7.8.3. the gravity of the misuse of the notice action mechanisms; and

7.8.4. (if applicable) the intention of the complainant for submitting unfounded complaints.

7.9.To ensure a safe and reliable HOPP Platform for everyone, we may take actions against you, such as suspending you from using the HOPP Platform, HOPP App and HOPP Services for 6 months, under our [Marketplace Conduct Guidelines for Riders](#). Notice will be provided to you when such actions are taken, setting out the reasons for which the actions are taken. By using the HOPP App, HOPP Platform or HOPP Services, you confirm that you have read the Marketplace Conduct Guidelines for Riders and agree to comply with them.

7.10. You will use the HOPP App, HOPP Platform and HOPP Services in good faith and be respectful of the Drivers who offer their services through the HOPP App and HOPP Platform. In addition to any other rights we may have to take actions against you under these Terms and our [Marketplace Conduct Guidelines for Riders](#), HOPP Canada

retains the right to suspend or terminate your HOPP Passenger Account if you have violated these Terms or if your activities are malicious, for example if you withhold payment for the provision of the Transportation Service, are fraudulent, or are disrespectful towards the Drivers. In these cases, your HOPP Passenger Account may be revoked without prior notice. If you reside in the province of Quebec, you will be provided with concurrent notice of the revocation of your HOPP Passenger Account, which notice will include the grounds for the revocation.

8. Good practice using the HOPP App

8.1.As HOPP Canada is not a provider of the Transportation Services, any issues with defects or quality of the Transportation Services will be resolved in accordance with the rules and regulations of the Driver or the relevant public authority.

8.2.We may ask you to fill out a feedback form in the HOPP App. This enables us to offer suggestions to the Drivers for improving the quality of their service.

8.3.If you experience any issues while receiving the Transportation Service, please notify the Driver responsible for the Transportation Service, a supervisory authority, or our customer support.

8.4.To ensure safety of the HOPP Platform and HOPP App for all users, HOPP Canada may ask the Passenger to verify their identity. If HOPP Canada will not be able to verify the identity of the Passenger, the HOPP Services may be suspended for the Passenger until the verification process is completed.

8.5.If you have requested Transportation Services using the HOPP App and cause damage to the vehicle used for the Transportation Services or its furnishing (including damage due to tears, stains or burns to upholstery or unpleasant odours), the Driver will have the right, where permitted by applicable law, to require you to pay a penalty of 200 CAD and require compensation for any damages exceeding the penalty. If you are a consumer residing in the province of Quebec, the Driver may not require payment of a fixed penalty but may require payment of an amount that reflects the cost of repairing the damages that you have caused. If you do not pay the penalty or compensate for the damage, HOPP Canada may pursue the claims on behalf of the Driver.

9. Data Protection

9.1.By using the HOPP App, HOPP Platform or HOPP Services, you acknowledge that your personal information will be processed in accordance with our Privacy Notice

available [here](#). You are responsible for maintaining the integrity of all information relating to your access to and use of the HOPP App, HOPP Platform and HOPP Services, including any passwords, login or key information, and you represent and warrant at all times that you will not share your password, login or key information with any third party.

10. Amendments to the Terms

10.1. HOPP Canada may amend these Terms at any time by uploading the revised version on its website [here](#) and notifying you (e.g. via email, the HOPP App or your HOPP Passenger Account).

10.2. HOPP Canada will provide at least 30 days advance notice (e.g. via email, the HOPP App or your HOPP Passenger Account) about the amendments, unless:

10.2.1. HOPP Canada is subject to a legal or regulatory obligation that requires it to amend the Terms in a manner that does not allow it to respect the advance notice period; or

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

10.3. If you do not agree to the amendment of these Terms, you have the right to terminate these Terms by discontinuing the use of the HOPP Services, HOPP App, and HOPP Platform, and if you reside in the province of Quebec, providing termination notice to HOPP Canada. The termination of these Terms takes effect on the effective date of the proposed amendment, unless otherwise provided in your termination notice. Your use of the HOPP Services, HOPP App, or HOPP Platform on or after the effective date of the amendment constitutes your consent to be bound by these Terms, as amended. If you reside in the province of Quebec, you may provide a termination notice to HOPP Canada up to 30 days after the effective date of the amendment, in which case the amendment will not apply.

11. Applicable Law, Jurisdiction and Disputes

11.1. Ontario residents: These Terms will be governed by, construed and enforced in accordance with the laws of the province of Ontario, and the laws of Canada applicable in that Province. Any dispute arising out of these Terms may be commenced in any Ontario court having jurisdiction over the dispute.

11.2. Quebec residents: These Terms will be governed by, construed and enforced in accordance with the laws of the province of Quebec, and the laws of Canada applicable in that Province. If any dispute resulting from these Terms cannot be

settled by negotiations, then the dispute will be solved before the courts of the judicial district in which you reside in Quebec.

12. Contacting Us

If you wish to contact us in relation to these Terms or any other matter, including making a complaint or reporting a problem, you can do so via the HOPP App, sending an email to gta@gethopp.com, or calling us at +14378879410.

13. Final Provisions

If any provision of these Terms is held to be unenforceable, such provision will be severed from these Terms, and the parties will substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision. Any failure or delay of a party to enforce a right under these Terms will not be deemed as a waiver of such a right. The terms “include” and “including” mean, respectively, “include without limitation” and “including without limitation.” The headings of sections of these Terms are for reference purposes only and have no substantive effect. The terms “consent” or “discretion” mean the right of a party to withhold such consent or exercise such discretion, as applicable, arbitrarily and without any implied obligation to act reasonably or explain its decision to the other party.