

Terms and Conditions for Passengers

You can download these Terms and Conditions for your future reference here

Effective date of these Terms and Conditions: 7 November 2022

These General Terms and Conditions set out the terms and conditions applying to and governing the usage of the Bolt app, which connects passengers ("**you**") with **third party providers** (the "**Providers**", understood as independent third party providers of private paid transport of passengers services by means of motor vehicles, which are Drivers on their own or Drivers under the responsibility of a fleet owner) to help them move around cities more efficiently.

The term "Bolt", "us" or "we" refers to the owner of the Bolt app, **Bolt Operations OÜ**, a private limited company, founded in the Republic of Estonia (Company Registration Number 14532901), whose place of business is at Vana-Lõuna tn 15, Tallinn 10134 and with an establishment unit in Belgium at Rue du Commerce 31, 1000 Brussels, but also to Bolt group companies and partners (local subsidiaries, representatives, affiliates, agents etc). The list of Bolt group companies and partners is available at <https://bolt.eu/cities/>.

In order to access and use the Bolt app you must first agree to the terms and conditions that are set out below (the "**General Terms and Conditions**") as well as to other Bolt terms and policies that may be referenced herein and/or published on 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. Bolt may offer you access to additional beta features on the Bolt marketplace for a limited period from time to time. Additional terms and conditions will apply. You can access them here: <https://bolt.eu/en/legal/beta-terms/>. You can unenroll from being offered these additional beta features at any time.

Your agreement to these General Terms and Conditions establishes a contractual relationship between you and Bolt (the "**Agreement**").

1. Using the Bolt app

1.1 To use the Bolt app, you must register in Bolt's mobile application and set up an account. At the time of the registration you must either be eighteen (18) or the age of legal majority in the country where you register if different from eighteen (18).

You must provide us with certain personal information to register, including your phone number, email address and a valid payment method (credit card or debit card).

You are under no obligation to log in to, or use, the Bolt's app and neither are the Drivers. If you choose to stop using Bolt app you may do so without giving us any notice.

We may temporarily restrict your access to and use of the app if there is a suspected breach of your obligations (see clause 6 below) or of these General Terms and Conditions, including where we receive a complaint in relation to fraud. There may be circumstances in which we are unable to provide you with information about the complaint whilst an investigation is ongoing (by us and/or a third party such as the police).

1.2 Bolt provides an information society service through the Bolt app that enables mediation of requests for transport services between passengers and Providers. Bolt does not provide transport services. Transport services are provided by Providers following a booking made by you via the Bolt app and under a contract (with you) for the carriage of passengers. Prior to the booking confirmation, you will receive information on the applicable fares and an estimate of the final fare for the ride. Drivers provide transport services on an independent basis (either in person or via a company) as economic and professional service providers. Bolt is not responsible in any way for the fulfilment of the contract entered into between the passenger (you) and the Provider. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of transport services will be resolved between the passengers and the Providers. Data regarding the Providers and their transport services is available in the Bolt app and receipts for journeys are sent to the email address listed in the passenger's profile.

1.3 The passenger (you) enters into a contract with the Provider for the provision of transport services via the Bolt app. Depending on the payment options supported for a given location of the journey, you can choose whether to pay the Provider for the transport service in cash (including payment by taxi voucher of universal value when accepted) or use Bolt in-App Payment. Payments for Bolt Business rides are handled by a separate agreement for Business journeys.

We will provide an estimate of the fare for the ride but please be aware that the final amount charged to you may be different from the estimate. Fares will be inclusive of applicable taxes where required by law. Fares may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments. If you wish, you may also choose to pay a Tip to the Driver directly or via the use of Bolt in-App Payment. We may limit the maximum value of a Tip at our sole discretion.

The final fare that will be charged to you will be calculated in accordance with the tariff elements displayed to you in the Bolt website or app. It will be communicated to you at the end of the ride in the Bolt app and on the receipt you will receive after each ride.

Once the transport service has been provided by the Provider, we issue an invoice in the name and on behalf of the Provider.

1.4 During the installation of the Bolt app, the passenger's mobile phone number is linked to the respective Bolt user account and added to our database. If you are no longer using your mobile phone number, you must notify Bolt within 7 days so we can anonymize your account data. If you do not notify us about any change to your phone number, your mobile operator may issue the same mobile phone number to a new person who, when using the Bolt app, then may have access to your data.

1.5 You are responsible for all activity on your account in the Bolt app.

1.6 Bolt reserves the right, from time to time, to make social interactions available through the Bolt app, such as the ability to contact you, or offer you to rate and comment on the Provider.

2. Promotional Codes

2.1 You hereby accept that Bolt 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 transport service and/or other services provided by Bolt (as applicable) and is subject to any additional terms that may be established on a per promotional code basis. Expiration dates of promo codes will be reflected in-app once you have applied the promo code to your account.

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

2.3 Bolt reserves the right to cancel any promotional code at any time for any reason. This includes, but is not limited to, if Bolt deems that codes are being used in an unlawful or fraudulent manner, those issued mistakenly, and those which have expired.

3. Bolt in-App Payment

3.1 Depending on the payment options supported for the given location of the journey, you can pay for the transport services with a card, mobile carrier billing or other payment methods (e.g. Bolt Business) as and when available through the Bolt app. By providing Bolt in-App Payment service, Bolt acts as representative for the Providers of the transport services. Every Provider has authorised Bolt as their representative for the mediation of conclusion of contracts between the Provider and the passenger, including the power to issue invoices in their name and on their behalf, accept in-App payments from the passengers and to forward the payments to the Provider. Your obligation to the Provider of the transport service will be fulfilled when the payment order is given to transfer funds to Bolts' bank account. You, as a passenger, are responsible for ensuring that the payment takes place and ensuring that sufficient funds are available.

3.2 You may choose to pay a Tip to the Provider using the Bolt In-app Payment service. The Tip can be paid via the In-app Payment by means authorised by Bolt for that purpose. Bolt will not hold a commission for the brokerage of the Tip and the Tip will be transferred to the Provider in full amount, excluding any taxes, if applicable. Bolt reserves the right to withhold the Tip, if the payment of the Tip is suspected as being fraudulent, illegal, made for a purpose other than as a gratuity related to the service provided or used in conflict with Bolt's General Terms and Conditions

3.3 When making payments by Bolt in-App Payment, Bolt receives your payments and forwards money to the Provider. Bolt may ask additional data from you to verify the payment method.

3.4 When making payments by Bolt in-App Payment for transport services, Bolt is not responsible for possible third-party payment costs (e.g. mobile operators, bank fees). These service providers may charge you additional fees when processing payments in connection with the Bolt in-App Payment. Bolt is not responsible for any such fees and disclaims all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your payment method.

3.5 Bolt will be responsible for the functioning of Bolt in-App Payment and provide support in resolving problems. The resolution of disputes related to

Bolt in-App Payment also takes place through us. For payment support service please contact us via the Bolt app or via info@bolt.eu. Inquiries submitted by e-mail or Bolt app will receive a response within two business days. Bolt will address Bolt in-App Payment related complaints and applications within ten business days.

4. Ordering and cancelling transport services

4.1 You can create requests for the provision of a transport service in the Bolt app. This is an offer from you to a chosen Provider to conclude a transport contract. If a Provider accepts your offer, the transportation contract between you and the Provider is concluded on the terms and conditions you have agreed on with the Provider. You will be notified of the acceptance of such request via the Bolt app. Bolt is in no way responsible for the provision of transport services. Bolt does not provide journeys and is not a party to your agreement with the relevant Provider.

4.2. When allowed by law, we may ask you to pay a provision equivalent to half of the estimated fare if your ride exceeds fifty 50 kilometres or if the estimated fare exceeds 100 EUR.

4.3 You can cancel your request for a transport service in the Bolt app free of charge before a Provider has accepted such request. In such case, the provision that you may have paid will be reimbursed.

4.4 If you cancel your request for the transport service in the Bolt app after a Provider has accepted such request (i.e. after a transportation contract has been concluded), the provision you may have paid will be reimbursed but you may be charged with a cancellation fee, except if the applicable law gives you the right to cancel the ride without additional charges.

4.5 If you cancel a transport service request on multiple successive instances, we may temporarily block your account as a warning. After several warnings, we may suspend your account for a longer period (e.g. 6 months). After that period, you may contact us and ask for your account to be reactivated and your application will be reviewed by Bolt.

4.6 If a Provider notifies you via the Bolt app about the arrival of the vehicle at the pick-up location and the passenger (or people for whom the transport was ordered) do not arrive at the vehicle within a certain time period as specified in the Bolt app, the order may be cancelled and in this case a cancellation fee will be charged. In case a Driver decides to cancel your request, please note that Bolt is not responsible for such situations.

4.7 Once the Provider notifies you via the Bolt app that the Driver has arrived at the pick-up location, the Bolt app may begin charging fare on a waiting time basis according to the rates specified in the Bolt app.

4.8 If you have requested transport services using the Bolt app and cause damage to the Driver's vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), the Provider will have the right to require you to pay a penalty of 50 EUR and require compensation for any damages exceeding the penalty. If you do not pay the penalty and/or compensate for the damage, Bolt may pursue the claims on behalf of the Provider of the transport service.

5. License to use Bolt app

5.1 As long as you comply with these General Terms and Conditions, we agree to grant you a royalty free, revocable, non-exclusive, right to access and use the Bolt app in accordance with these General Terms and Conditions, the Privacy Notice and the applicable app-store terms. You may not transfer or sub-license this right to use the Bolt app. In the event that your right to use the Bolt app is terminated, the corresponding non-exclusive license will also be terminated.

6. Liability

Nothing in these General Terms and Conditions limits and excludes any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence and liability for fraud or alter your rights as a consumer that cannot be excluded under applicable law.

6.1 As the Bolt app is an information society service (a means of communication) between passengers and Providers, we cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of transport services. Since the respective contract for the provision of a transport service is concluded exclusively between you and the respective Provider, we are not liable for any damages arising from, in connection with or within the scope of such contractual relationship between you and the Provider (e.g. damage to the vehicle, accident). As the usage of Bolt app for requesting transport services depends on the behaviour of the Providers, Bolt does not guarantee that you will always have offers available for the provision of the transport services.

6.2 The Bolt app does not offer or broker transport services for passengers. It is also not a transport agency service for finding passengers for transport providers. The Bolt app is used as a means for organising the provision of transport services.

6.3 The consumer's right of refund is not applied to Bolt app orders. Requesting a refund from the transport service Provider does not withdraw

you from the Agreement under which the provision of the transport service was ordered.

6.4 The Bolt app is provided on an "as is" and "as available" basis. Bolt does not represent, warrant or guarantee that access to the Bolt app will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in mind that the functioning of the app may be restricted due to occasional technical errors and we are not able to guarantee that the app will function at all times, for example a public emergency may result in a service interruption.

6.5 Except in case of wilful misconduct, gross negligence and non-performance of essential obligations, Bolt, its representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using the Bolt app or relying on the journey contracted for through the Bolt app, including but not limited to:

- 6.5.1. any direct or indirect property damage or monetary loss;

- 6.5.2. loss of profit;

- 6.5.3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the Bolt app;

- 6.5.4. loss or inaccuracy of data;

- 6.5.5 damage or loss arising out of any transaction between you and a Provider; and

- 6.5.5. any other type of loss or damage.

6.6 To the maximum extent permitted by the applicable law, the financial liability of Bolt in connection with breach of the Agreement will be limited to 500 euros. You will have the right to claim for damages only if Bolt deliberately violated the Agreement, did not perform essential obligations of the Agreement or committed gross negligence. Bolt will not be liable for the actions or inactions of the Provider and will not be liable for damages that the Provider may cause to the passengers.

6.7 You agree to fully indemnify and hold Bolt, their affiliate companies, representatives, employees and directors harmless from any claims or losses (including liabilities, damages, costs and expenses of any nature) that they suffer as a result of your use of the Bolt app (including the journeys you obtain through your use of the Bolt app).

6.8 Bolt may immediately end your use of the Bolt app if you breach these General Terms and Conditions or we consider it necessary to protect the integrity of Bolt or the safety of Providers.

7. Good practice using the Bolt app

7.1 As Bolt is not a provider or broker of the transport services, any issues with defects or quality of the transport services will be resolved in accordance with the rules and regulations of the transport service Provider or the relevant public authority.

7.2 We ask to fill out a feedback form in the Bolt app. This enables us to offer suggestions to the Providers for improving the quality of their services.

7.3 We expect that you use the Bolt app in good faith and be respectful of the Providers who offer their services through the Bolt app. We want everyone to have safe, smooth, and satisfying experiences with Bolt. In order to create a clear expectation for how you can help us create that environment, we provide a list of marketplace conduct guidelines which is available by following this link: <https://bolt.eu/en/legal/marketplace-guidelines-terms/> (the "**Marketplace Conduct Guidelines**"). By following these guidelines, you help us keep Drivers safe and happy, and on the road for you.

By protecting the integrity of our marketplace, we ensure that Providers are able to provide services in a safe and productive environment, passengers receive prompt and delightful services, and the Bolt marketplace can continue to function in a sustainable way.

These are simple rules of thumb passengers should follow:

- Always be kind to your Driver and respectful of their car;
- Try not to cancel your ride unless you absolutely have to, it will take you longer to get where you are going, and it wastes the Driver's time;
- Always show up for your ride. Keep an eye out for the Driver arriving, and don't keep them waiting too long.

Consistent failure to uphold any one of the above standards is directly harming the integrity of the Bolt marketplace and is sufficient to prompt a warning or suspension of ability to use the Bolt platform.

Bolt retains the right to close your account if you have violated the terms set out in this General Terms and Conditions or in the Marketplace Conduct Guidelines or if your activities are malicious (i.e. withholding payment for the provision of the transport service, fraud, being disrespectful towards the Drivers, etc). In these cases, your Bolt app account may be revoked without prior notice.

7.4 Bolt will make every effort to ensure that only Drivers who have integrity and are respectful of their profession and passengers, use the Bolt app. During the registration of the Providers and Drivers on the Bolt platform, Bolt will check that they are entitled to provide transport services in

accordance with the applicable laws. However, we are in no position to guarantee that every Driver and Provider of transport services, located by the Bolt app, satisfies the aforementioned criteria at all times. If you experience objectionable transport service, please notify the company responsible for the service, a supervisory authority or our customer support.

8. Amendments to the General Terms and Conditions

8.1 We may change these General Terms and Conditions from time to time. We will inform you of changes within a reasonable time period. You will be bound by such changes upon their notification to you in the Bolt app and/or by email but if you do not agree with these changes, you are free to close your account.

We may assign, subcontract or transfer these General Terms and Conditions or any of our rights or obligations in them, in whole or in part, without your prior consent, provided this will not lead to a reduction of the rights you are entitled to by virtue of these General Terms and Conditions or by law. You may not assign, subcontract or transfer these General Terms and Conditions or any of your rights or obligations, in whole or in part, as your use of the Bolt's app is personal, unless agreed otherwise.

9. Privacy

The passenger's privacy is very important to Bolt. Please read Bolt's Privacy Policy (<https://bolt.eu/pt-pt/legal/pt/privacy-for-riders/>) to learn how Bolt collects, uses and shares the passenger's information.

10. Final Provisions

As far as legally enforceable, the General Terms and Conditions will be governed by and construed and enforced in accordance with the laws of the Republic of Estonia. If the respective dispute resulting from General Terms or Agreement could not be settled by the negotiations, then the dispute will be finally solved before the competent courts of the passenger's domicile. If any provision of the General Terms is held to be unenforceable, the parties will substitute for the affected provision an enforceable provision that approximates the intent and economic effect of the affected provision.

BY ACCEPTING THESE GENERAL TERMS AND CONDITIONS, YOU AGREE TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS