https://bolt.eu/en/influencers

Terms and Conditions

These General Terms and Conditions and applicable annexes ("**Terms**") regulating the Bolt Ambassador Program ("**Program**") and is entered between Bolt and Social Media Influencers ("**Influencers**", "You" or "Your").

Bolt Operations OÜ ("Bolt") is the operator of the Program and is a private limited company, founded in the Republic of Estonia (Company Registration Number 14532901), whose place of business is at Vana-Lõuna 15, Tallinn 10134.

In order to register and participate in the Program, You must agree to these Terms:

1. PROGRAM OVERVIEW

- 1. The Program is provided by Bolt to Influencers as an opportunity to collaborate on select Bolt social media marketing campaigns.
- 2. You will provide Bolt with a marketing service through engaging Your audiences and encouraging the use of the Bolt App.
- 3. Bolt may assign you a referral code through the Bolt App which can be shared by You with Your followers to encourage the registration of new users. Use of the referral code will be regulated by the applicable terms and conditions for passengers available here: <u>https://bolt.eu/legal/</u>

2. PROGRAM REGISTRATION

- 1. To participate in the Program You:
 - register by (a) completing an application <u>form</u> by using the email address and phone number, by which You are registered in Bolt app, or (b) providing us requested contact data in a format agreed upon in advance between us;
 - have an account on a social media platform that is more than 3 months old;

- 3. have access to an audience of 5000 or more followers;
- 4. have a user account registered through the Bolt App in Your name;
- 5. be using a social media platform which is eligible for the Program, including Facebook, Tik Tok, Instagram, YouTube, Twitter, websites and blogs. Additional platforms may be considered at the sole discretion of Bolt;
- 2. After You have submitted an application form to register to the Program, Bolt will review the form. Bolt has sole discretion to approve or decline Your registration. Once approved for the Program, Bolt will contact You as confirmation and inform You of current campaigns and compensation opportunities.
- 3. To simplify the monitoring of engagement of an Influencers audience, it is recommended that You register with an influencer engagement management and evaluation tool approved by Bolt. The relationship between this tool and You will be regulated independent of Bolt and registration with this tool is not a prerequisite of registration for the Program.

3. COMPENSATION

- 1. Through participating in the Program, You may be eligible for compensation. Compensation will be determined on a monthly basis by the sole discretion of Bolt and is communicated to You through email.
- 2. Compensation may be provided in any of the following means:
 - 1. ride credit with Bolt;
 - 2. monetary rewards;
 - 3. other means of compensation at the sole discretion of Bolt.
- 3. If determined to be eligible to receive monetary rewards, You must have a registered legal entity in the territory of the country where the funds will be received. Any additional fees or charges related to the transfer of

monetary reward will be payable by You. You will be solely responsible for the payment of VAT or any other applicable taxes associated with the compensation under the Program.

4. Bolt withholds the right to unilaterally change, reduce, or cancel the amount of the reward as well as the date of disbursement at any time during the Program without notice.

4. OBLIGATIONS OF THE INFLUENCER

- 1. At all times while engaged in the Program, You are obligated to:
 - comply with all applicable intellectual property laws and must only submit wholly original content to the Program or for which You have obtained all required consents and approvals;
 - 2. ensure that all content submitted to the Program must be done so with full authorization of the owner of the content and pursuant to these Terms. Any claims made in connection with the content submitted to the Program relating to unauthorized use of content will be the responsibility of You to resolve;
 - 3. conform to the rules of the relevant social media platforms;
 - refrain from damaging the reputation of Bolt and its brands, and shall make no representations, warranties, claims, statements or agreements which are untrue or inconsistent.
- 2. Bolt is entitled to unilaterally implement and amend any marketing guidelines applicable to the Program. Bolt shall notify You of such amendments. You must adhere to such guidelines.
- 3. Bolt may submit You a request to delete a posting at any time. You must delete the posting immediately after receiving such a request.
- 5. USE OF BOLT APP

 Use of the Bolt App by You remains governed by the applicable terms and conditions for the region they are located in. For a full list of applicable terms, please refer here: <u>https://bolt.eu/legal/</u>.

6. LIABILITY

- 1. You agree to compensate Bolt for any direct or indirect loss or damage arising from or in connection with Your breach of these Terms.
- 2. You accept that Bolt is not liable for any actual or projected loss of profit which Your participation in the Program may result in.

7. TERMINATION

- 1. The Terms shall enter into force as of Bolt approving Your application form and giving You confirmation of such approval.
- 2. You may terminate the Terms at any time by notifying Bolt at least 7 days in advance. Bolt may terminate the Terms at any time and for any reason at the sole discretion of Bolt by notifying You at least 3 days in advance.
- 3. Bolt is entitled to immediately terminate the Terms without giving any advance notice in case You breach the Terms, any applicable laws or regulations, disparage Bolt, or cause harm to Bolt's brand, reputation or business as determined by Bolt in Bolt's sole discretion. In the aforementioned cases Bolt may, at its own discretion, prohibit You from registering a new account in the future.
- 4. Upon termination of the Terms for any reason, the license granted under section 8 of these Terms shall continue to be valid to the Content submitted to the Program during the entire duration of the respective rights and You will not request Bolt to cease the use or remove the content submitted to the Program.

8. LICENCE AND INTELLECTUAL PROPERTY

- You give Bolt and all Bolt group companies a non-exclusive, worldwide, sublicensable, royalty-free licence to use photos, videos, webposts, tweets or any other work submitted to the Program by You. The licence is deemed to be given to Bolt at the moment of the creation of such content. The license is valid for the entire duration of the respective rights.
- 2. By submitting content to the Program, You agree that the content is subject to use by Bolt or Bolt group companies in any manner they see fit without Bolt providing direct reference to the creator (You), and on any platforms (such as but not limited to on Bolt's official website, social media channels). You also agree that Bolt may reproduce, exploit, modify, alter, edit, adapt, add other author's works, create derivative works, display, publicly perform, exhibit, transmit, digitize, broadcast, otherwise use, and permit others to use the content submitted to the Program. You acknowledge that any compensation under the Section 3 represents Your entire compensation with respect to these Terms and You hereby waive all Your current and future rights and claims to demand any additional income, compensation or other payment in connection with the performance of Your obligations under these Terms, including for the license to use the content submitted to the Program.
- 3. Provided that it is agreed between Bolt and You via email before creation of a content, such agreement is mutual and is clearly specified, then other license terms, channels or limits for usage may apply.

9. APPLICABLE LAW AND COURT JURISDICTION

 These Terms shall be governed by and construed and enforced in accordance with the laws of Republic of Estonia. If the respective dispute resulting from the Terms could not be settled by negotiations, then the dispute shall be solved in Harju County Court.

10. AMENDMENTS

 In order to amend the Terms, Bolt shall post a revised version on the website and give You notice in case of material amendments. If You continue to participate in the Program, You shall be deemed to have accepted the revised conditions.

11. FINAL PROVISIONS

- 1. Bolt and You acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in these Terms shall be interpreted as joint venture, employee or partner relationship between the parties or as conferring upon either party the power of authority to bind the other party in any transaction with third parties.
- 2. If any provision of the 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.
- 3. You are obliged to immediately notify us of any changes to Your contact information.
- 4. You may not transfer Your rights and obligations deriving from the Terms to any third party.

Date of entry into force of the General Terms and Conditions: 10th of January 2022

Annex 1: Privacy Notice for Bolt Ambassador Program

Bolt Operations OÜ ("Bolt") (Company Registration Number 14532901) ("Bolt") located at Vana-Lõuna 15, Tallinn 10134, Estonia, is the controller of personal data of registered social media influencers ("Influencers" "You" or "Your") and has appointed a Data Protection Officer ("DPO") who can be contacted at: privacy@bolt.eu

The terms "Us" and "We" refer to the operator of the Bolt Ambassador Program ("Program") for which this notice applies, Bolt, a private limited company, founded in the Republic of Estonia.

1. Personal Data Bolt Processes

- 1. Name, e-mail, phone number, city and country of residence, date of birth
- 2. Username of social media accounts and corresponding numbers of audience members

2. Purposes of the Processing

- We collect and process personal data for the purpose of engaging the Influencer for their marketing services and statistics and performance monitoring in line with the Terms.
- 2. Usernames of social media accounts and audience size information is processed to determine eligibility and compensation amount.

3. Legal Basis

- Personal data is processed for the performance of the contract with the Influencer. The prerequisite for registering to the Program is the processing of the usernames of social media accounts and audience size of Influencers.
- 2. Personal data may be processed on the ground of legitimate interest in investigating and detecting fraudulent activity.

4. Security and Access

- Any personal data collected by Us is transferred to and stored in the territory of a member State of the European Union. Only authorised employees of Bolt group companies and partners have access to the personal data and they may access the data only for the purpose of resolving issues associated with these Terms.
- 5. Retention

- Your personal data will be stored as long as You are registered for using the Program. Upon termination of the Terms the personal data will be stored for additional 3 year period.
- 2. Data necessary for accounting purposes shall be stored for 7 years.
- 3. In the event of suspicion of an administrative or criminal offence, fraudulent activity or providing false information, the data shall be stored for 10 years.
- 4. In the event of disputes, the data shall be retained until the claim is satisfied or the expiry date of such claims.
- 6. Your rights and controls
 - 1. Right of access. You have the right to ask us for copies of Your personal data.
 - 2. Right to rectification. You have the right to ask us to rectify personal data You think is inaccurate. You also have the right to ask us to complete personal data You think is incomplete.
 - 3. Right to erasure. You have the right to ask us to erase your personal data in certain circumstances.
 - 4. Right to restriction of processing. You have the right to ask us to restrict the processing of your data in certain circumstances.
 - **5.** Right to object to processing. You may have the right to object to processing if we are processing your data on the basis of legitimate interest.
 - 6. Right to data portability. You have the right to ask we transfer the data You gave us from one organisation to another, or give it to You, in certain circumstances. This only applies to data You have given us.

We respond to Your request submitted by e-mail within one month of receipt of such request.

7. 7. Dispute resolution

- Disputes relating to the processing of personal data are resolved through customer support (info@bolt.eu) or by contacting Bolt Operations OÜ's Data Protection Officer (privacy@bolt.eu).
- 2. The supervisory authority is the Estonian Data Protection Inspectorate (<u>www.aki.ee</u>) which can be contacted by email (info@aki.ee).