

General Terms to Bolt Food service with the Partner

Opći uvjeti za Bolt uslugu dostave hrane s Partnerom

These General Terms are an integral part of the Agreement and shall apply to any relationship between Bolt and the Partner related to the use of the Bolt Food Platform.

Ovi Opći uvjeti sastavni su dio Ugovora i primjenjuju se na bilo koji odnos između Bolta i Partnera u vezi s korištenjem Bolt Food platforme.

1. DEFINITIONS

1. DEFINICIJE

Agency Fee	means the fee payable by the Partner to Bolt per every event of sale of the Partner's Goods through the Bolt Food Platform for the provision of agency services to the Partner.	Posrednička naknada	znači naknadu koju Partnera plaća Boltu za svaki događaj prodaje Partnerove robe putem Bolt Food platforme za pružanje posredničke usluge Partneru.
Agreed Percentage	is the percentage agreed in the Special Terms that serves as the basis for the calculation of the Agency Fee.	Ugovoreni postotak	je postotak ugovoren u Posebnim uvjetima koji služi kao osnova za obračun Posredničke naknade.
Agreement	means the agreement between Bolt and the Partner which consists of the Special Terms (separately signed between Bolt and the Partner) and these General Terms.	Ugovor	znači ugovor između Bolta i Partnera koji se sastoji od Posebnih uvjeta (posebno potpisanih između Bolta i Partnera) i ovih Općih uvjeta.
Bolt	means Bolt Operations OÜ, registry code 14532901, address Vana-Lõuna 15, Tallinn 10134, Estonia.	Bolt	znači Bolt Operations OÜ, registarski br. 14532901, adresa Vana-Lõuna 15, Tallinn 10134, Estonija.

<p>Bolt Food Platform</p>	<p>means the delivery platform operated by Bolt as the information society service that (i) enables the Partner to market its Goods with delivery option to Users and enter into Sales Agreements for the sale of Goods to Clients, (ii) enables the Users to place Orders of Goods with the Partner, enter into the Sales Agreements as Clients and arrange the delivery of the Order from a Courier and (iii) enables the Courier to offer delivery services to the Clients for the delivery of the Orders.</p>	<p>Bolt Food platforma</p>	<p>znači platforma za dostavu kojom upravlja Bolt kao informacijsko društvo koja (i) omogućava Partneru stavljanje na tržište svoje Robe uz mogućnost dostave Korisnicima i sklapanje Kupoprodajnih ugovora za prodaju Robe Klijentima, (ii) omogućava Korisnicima Naručivanje robe kod Partnera, sklapanje Kupoprodajnih ugovora kao Klijenti i ugovaranje dostave Narudžbe po Dostavljaču te (iii) omogućava Dostavljaču nuđenje usluge dostave Klijentima za dostavu Narudžbi.</p>
<p>Client</p>	<p>means any User of the Bolt Food Platform that has placed an Order and enters into a Sales Agreement with the Partner and a Delivery Agreement with the Courier.</p>	<p>Klijent</p>	<p>znači bilo koji Korisnik Bolt Food platforme koji je predao Narudžbu i sklopio Kupoprodajni ugovor s Partnerom i Ugovor o dostavi s Dostavljačem.</p>
<p>Confidential Information</p>	<p>means know-how, trade secrets and other information of a confidential nature disclosed by one party to the other party (including, without limitation, all proprietary technical, industrial and commercial information, customers' and suppliers' data and techniques in whatever form held as well as any information regarding: (i) the business; and (ii) the contents of the Agreement.</p>	<p>Povjerljivi podaci</p>	<p>znači know-how, poslovne tajne i ostale podatke povjerljive prirode koje jedna strana ustupa drugoj (uključujući, bez ograničenja, sve vlasničke tehničke, industrijske i komercijalne informacije, podatke i metode kupaca i dobavljača u bilo kojem obliku, kao i bilo koje podatke u odnosu na: (i) poslovanje, i (ii) sadržaj Ugovora.</p>

Courier	means a service provider who has been registered in the Bolt Food Platform as a provider of the delivery service with respect to Goods ordered through the Bolt Food Platform.	Dostavljač	znači pružatelj usluge koji je registriran na Bolt Food platformi kao pružatelj usluge dostave u vezi s Robom koja je naručena putem Bolt Food platforme.
Courier Terms	means the terms and conditions applicable to the relationship between Bolt and the Couriers in relation to the use of the Bolt Food Platform by the Couriers.	Uvjeti poslovanja dostavljača	znači odredbe i uvjete koji se primjenjuju na odnos između Bolta i Dostavljača u vezi s Dostavljačevim korištenjem Bolt Food platforme.
Delivery Agreement	means the agreement between the Client and the Courier for the delivery of the Order, concluded through the Bolt Food Platform.	Ugovor dostavi	o znači ugovor između Klijenta i Dostavljača za dostavu Narudžbe, sklopljen putem Bolt Food platforme.
General Terms	means these general terms applicable to the Agreement and generally to the legal relationship between Bolt and the Partner in the course of using the Bolt Food Platform.	Opći uvjeti	znači ove opće uvjete primjenjive na Ugovor i općenito na pravni odnos između Bolta i Partnera tijekom korištenja Bolt Food platforme.
Marketplace	means the arrangements and functionalities of the Bolt Food Platform that facilitate the use of on-demand delivery services provided by the Couriers.	Tržnica	znači aranžmane i funkcionalnosti Bolt Food platforme koja omogućava korištenje usluga dostave na zahtjev koju pružaju dostavljači.

Marketplace Fees	means all such service fees and costs that Bolt may implement under Section 6.2 for covering the cost of the Marketplace and the availability of the Couriers.	Naknade tržnice	znači sve takve naknade i troškove za usluge koje Bolt može uvesti u skladu s Člankom 6.2 za pokrivanje troška Tržnice i dostupnost Dostavljača.
Goods	means any goods that the Partner sells through the Bolt Food Platform.	Roba	znači sva roba koju Partner prodaje putem Bolt Food platforme.
Goods Price	means the price (VAT included) that the Client has to pay to the Partner for the ordered Goods.	Cijena robe	znači cijena (uključen PDV) koju Klijent mora platiti Partneru za naručenu Robu.
Opening Hours	means the whole time period of a day during which the Partner accepts Orders and prepares Meals for pickup by Courier (the Opening Hours indicated in the Bolt Food Platform may differ from the opening hours of the Partner's establishment).	Radno vrijeme	znači cijelo razdoblje dana tijekom kojeg Partner prima Narudžbe i priprema Obroke koje će Dostavljač preuzeti (Radno vrijeme navedeno na Bolt Food platformi može biti različito od radnog vremena Partnerovog poduzeća).
Order	means the order of Goods that the Client has placed with the Partner.	Narudžba	znači narudžba Robe koju Klijent preda Partneru.
Order Price	means the price that the User has to pay for the purchase and delivery of the Order.	Cijena narudžbe	znači cijena koju Korisnik plaća za kupnju i dostavu Narudžbe.
Partner	means the operator of any restaurant or store that Bolt has concluded an Agreement with and	Partner	znači voditelj bilo kojeg restorana ili trgovine s kojim je Bolt sklopio ugovor i, gdje je relevantno, svako

	where relevant, each and every establishment listed in Section (II) of the Special Terms, through which the operator conducts its business.		poduzeće navedeno u Članku (II) Posebnih uvjeta, putem kojeg voditelja obavlja poslovanje.
Partner Specific Conditions	means the variations from the General Terms and Schedules regarding the Partner, as set out in Section 5 of the Special Terms.	Posebni uvjeti poslovanja Partnera	znači odstupanja od Općih uvjeta i Priloga u vezi s Partnerom, kako je navedeno u Članku 5 Posebnih uvjeta.
Sales Agreement	means the agreement between the Client and the Partner for the sale of Goods in accordance with the Order.	Kupoprodajni ugovor	znači ugovor između Klijenta i Partnera za prodaju Robe u skladu s Narudžbom.
Service Fees	means the fees payable by the Partner according to Section 6.3.	Naknade za usluge	znači naknade koje Partner plaća u skladu s Člankom 6.3.
Special Terms	means the special terms under which the Agreement is concluded.	Posebni uvjeti	znači posebni uvjeti prema kojima je sklopljen Ugovor.
User	means any person that has registered a user account on the Bolt Food Platform and uses the services of the Bolt Food Platform through that user account.	Korisnik	znači svaka osoba koja je registrirala korisnički račun na Bolt Food platformi i koristi usluge Bolt Food platforme putem korisničkog računa.

2. LEGAL FRAMEWORK

2.1 Bolt Food Platform enables the Partner to solicit Orders of Goods from the Clients, which will be delivered to the Clients by the Couriers.

2.2 For the sale of Goods through the Bolt Food Platform, a Sales Agreement is concluded directly between the Client and the Partner. For

2. PRAVNI OKVIR

2.1. Bolt Food platforma Partneru omogućuje da Klijentima ponudi Narudžbe robe koje će Dostavljači dostaviti Klijentima.

2.2. Za prodaju Robe putem Bolt Food platforme sklapa se Kupoprodajni ugovor izravno između Klijenta i Partnera. Za dostavu Narudžbe

the delivery of the Order, the Client enters into a Delivery Agreement directly with the Courier. The Sales Agreement is deemed to be concluded from the moment that the Order is accepted by the Partner and the Courier and an Order confirmation is sent to the Client. The Partner will be liable for the production of Goods (and production of Goods, if applicable) according to the Sales Agreement and the Courier will be liable for the delivery of the Order according to the Delivery Agreement.

2.3 By operating the Bolt Food Platform, Bolt acts only as a provider of the information society service and is neither a party to the Sales Agreement or the Delivery Agreement. Bolt is not the provider of the Goods or delivery services and is not liable in any way for the performance of the Sales Agreement or the Delivery Agreement.

2.4 By operating the Bolt Food Platform, Bolt acts as the agent for the Partners in relation to mediation of Sales Agreements between the Partners and the Clients. Bolt also acts as the agent for the Couriers in relation to mediation of Courier Agreements between the Couriers and the Clients. As the agent Bolt has been authorised by each Partner and each Courier to receive payments from the Clients on behalf of the respective principal and allocate the received funds between the Partner and the Couriers in accordance with these General Terms and Courier Terms.

3. PLACEMENT OF ORDERS

3.1 When the Client has placed an Order, the Partner ensures that the confirmation of the Order will be decided within the time period provided in Schedule 1 (Service Level Requirements). Upon the Client receiving the confirmation of the Order the Sales Agreement enters into force between the Partner and the Client.

3.2 In the event that the Partner cannot provide the Goods as requested in the Order, the Partner shall not confirm the Order in the Bolt Food Platform and shall contact the Client in order to agree on changing the Order, so that the initial Goods Price would remain the same. If no agreement is reached or if the Client would have to pay more or less for the replacement Goods than the ordered Goods, the Partner shall not

putem Bolt Food platforme Klijent sklapa Ugovor o dostavi izravno s Dostavljačem. Kupoprodajni ugovor se smatra sklopljenim od trenutka kada Partner i Dostavljač prihvate Narudžbu i kada je Potvrda narudžbe poslana Klijentu. Partner će biti odgovoran za proizvodnju Robe (i proizvodnju Robe, ako je primjenjivo) u skladu s Kupoprodajnim ugovorom, a Dostavljač će biti odgovoran za dostavu Narudžbe u skladu s Ugovorom o dostavi.

2.3. Upravljanjem Bolt Food platformom Bolt isključivo djeluje kao pružatelj usluge informacijskog društva te nije strana Kupoprodajnog ugovora ni Ugovora o dostavi. Bolt nije proizvođač ni prodavatelj Robe ni pružatelj usluge dostave te ni na koji način nije odgovoran za ispunjavanje Kupoprodajnog ugovora ili Ugovora o dostavi.

2.4. Upravljanjem Bolt Food platformom Bolt djeluje kao posrednik Partnera u vezi s posredovanjem Kupoprodajnih ugovora između Partnera i Klijenata. Bolt također djeluje kao posrednik Dostavljača u vezi s posredovanjem Ugovora o dostavi između Dostavljača i Klijenata. Kao posrednika svaki Partner i svaki Dostavljač ovlastio je Bolt za primanje plaćanja od Klijenata u ime odgovarajućeg naručitelja i raspodjelu primljenih sredstava između Partnera i Dostavljača u skladu s ovim Općim uvjetima i Uvjetima poslovanja Dostavljača.

3. PREDAJA NARUDŽBI

3.1 Kada Klijent preda Narudžbu, Partner osigurava da o potvrdi Narudžbe bude odlučeno u razdoblju navedenom u Prilogu 1 (Uvjeti razine usluge). Kada Klijent primi potvrdu Narudžbe Kupoprodajni ugovor između Partnera i Klijenta stupa na snagu.

3.2 U slučaju da Partner ne može pribaviti Robu kako je zatraženo u Narudžbi, Partner neće potvrditi Narudžbu na Bolt Food platformi i kontaktirat će Klijenta da se dogovore o promjeni Narudžbe kako bi početna Cijena robe ostala ista. Ako nije postignut dogovor ili ako Klijent mora platiti manje ili više od naručene Robe za zamjenu Robe, Partner neće potvrditi Narudžbu na Bolt Food platformi i Cijena narudžbe će u potpunosti

confirm the Order in the Bolt Food Platform and the Order Price shall be returned to the Client in full in case the payment has been processed from Client's payment card or other payment methods activated by the Client on the Bolt Food Platform.

3.3 The Partner shall procure that the Orders are monitored in a constant manner during the Opening Hours of the Partner's establishment, in accordance with the requirements in Schedule 1 (Service Level Requirements) to these General Terms.

4. FULFILMENT OF ORDERS

4.1 The Partner will be ready to launch the provision of services under the Bolt Food Platform from the moment of signing the Agreement, unless otherwise agreed in the Partner Specific Conditions. The detailed requirements and instructions for the handling of Orders are provided in Schedule 1 (Service Level Requirements) to these General Terms.

4.2 The Partner shall use its best endeavours to ensure the availability of all Goods that are displayed in the Bolt Food Platform. In the event that the Partner is or is likely to become unable to fulfil the Orders, the Partner will cease to accept any further Orders and mark itself as offline on the Bolt Food Platform until readiness to fulfil the Orders is restored.

4.3 The Partner shall ensure that the Goods are prepared for delivery to the Client comply to the Order of the Client. The Partner shall use its best endeavours to comply with specific instructions and requests of the Client, if applicable.

4.4 The Order shall be ready for pickup by the Courier within the timeframe specified in Schedule 1 (Service Level Requirements).

4.5 The Partner shall ensure that the ordered Goods are properly packaged (incl. in accordance with all food safety requirements in case the Goods contain food), taking into account that the Courier will only be required to pick up the packaged Order and, in case Goods contain food, place it into the thermo-bag for delivery. The packaging may not include any logos of the competitors of Bolt. The packaging may not include any advertising material of third parties (incl. the competitors of Bolt), unless agreed

biti vraćena Klijentu ako je plaćanje bilo provedeno s Klijentove kartice ili putem drugih metoda plaćanja koje je Klijent aktivirao na Bolt Food platformi.

3.3 Partner će osigurati da se Narudžbe cijelo vrijeme tijekom Radnog vremena Partnerovog poduzeća nadgledaju, u skladu s uvjetima u Prilogu 1 (Uvjeti razine usluge) ovih Općih uvjeta.

4. IZVRŠENJE NARUDŽBI

4.1 Partner će biti spreman pokrenuti pružanje usluge na Bolt Food platformi od trenutka potpisivanja Ugovora, ako nije drugačije navedeno u Posebnim uvjetima poslovanja partnera. Detaljni uvjeti i upute za postupanje s Narudžbom navedeni su u Prilogu 1 (Uvjeti razine narudžbe) ovih Općih uvjeta.

4.2 Partner će uložiti sve napore da osigura dostupnost Robe koja se nalazi na Bolt Food platformi. U slučaju da Partner nije u mogućnosti ili vjerojatno neće moći ispuniti Narudžbe, Partner će prestati prihvaćati daljnje Narudžbe te će na Bolt Food platformi navesti da je offline dok ponovno ne bude mogao ispunjavati narudžbe.

4.3 Partner će osigurati da je Roba pripremljena za dostavu Klijentu u skladu s narudžbom Klijenta. Partner će uložiti sve napore kako bi ispunio posebne upute i zahtjeve Klijenta, ako je to moguće.

4.4 Narudžba će biti spremna da je Dostavljač preuzme tijekom razdoblja navedenog u Prilogu 1 (Uvjeti razine usluge).

4.5 Partner će osigurati da naručena Roba bude primjereno zapakirana (uklj. u skladu sa svim zahtjevima o sigurnosti hrane u slučaju da Roba sadrži hranu), uzimajući u obzir da Dostavljač samo treba preuzeti zapakiranu Narudžbu i, ako Roba sadrži hranu, staviti je u termo torbu za dostavu. Pakovanje ne smije sadržavati bilo kakve logotipe Boltove konkurencije. Pakovanje ne smije sadržavati bilo kakav promotivni materijal trećih strana (uklj. Boltovu konkurenciju), osim ako je drugačije

otherwise in the Partner Specific Conditions.

ugovoreno u Posebnim uvjetima poslovanja Partnera.

4.6 The Partner ensures that the Goods prepared for delivery:

4.6 Partner će osigurati da Roba pripremljena za dostavu:

4.6.1 correspond to the description of the Goods on the Bolt Food Platform (including indications that particular Goods are gluten or nut free or suitable for vegetarians or vegans in case Goods contain food);

4.6.1 odgovara opisu Robe na Bolt Food platformi (uključujući oznake da određena Roba ne sadrži gluten ili orašaste plodove ili da je primjerena za vegetarijance ili vegane, u slučaju da Roba sadrži hranu);

4.6.2 are not harmful to health or the environment;

4.6.2 nije štetna za zdravlje ili okoliš;

4.6.3 have been properly cooked or prepared and are otherwise safe, of high quality, fit for transportation and consumption and at an appropriate temperature for consumption by the Client in case the Goods contain food;

4.6.3 je ispravno skuhana ili pripremljena i na druge načine sigurna, visoke kvalitete, spremna za transport i konzumiranje te temperature prikladne za Klijentovu konzumaciju, u slučaju da Roba sadrži hranu;

4.6.4 comply with all applicable requirements for the preparation/production and packaging at all times (including as reasonably required to withstand the delivery process);

4.6.4 uvijek ispunjava sve primjenjive uvjete za pripremu/proizvodnju i pakiranje (uključujući sve što je potrebno kako bi izdržala postupak dostave);

4.6.5 correspond to the greatest extent possible to the photography uploaded in the Bolt Food Platform.

4.6.5 u najvećoj mogućoj mjeri odgovara fotografiji koja se nalazi na Bolt Food platformi.

4.7 Bolt shall have the right to inspect the process of the provision of services by the Partner at any time.

4.7 Bolt će u svakom trenutku imati pravo na kontrolu postupka Partnerovog pružanja usluge.

4.8 The Goods Prices indicated on the Bolt Food Platform may not be more expensive than the same Goods would cost at the Partner's establishment, except (i) in cases of promotions applicable only at the establishment of the Partner, in which case the Goods Prices may not be more expensive than the same Goods would cost on Bolt's competitors' platforms; (ii) if agreed otherwise in the Partner Specific Conditions.

4.8 Cijene robe navedene na Bolt Food platformi ne smiju biti veće od toga koliko bi ista Roba koštala u Partnerovom poduzeću, osim (i) u slučajevima akcija koje se primjenjuju samo u Partnerovom poduzeću, u kojem slučaju Cijene robe ne smiju biti veće od toga koliko bi ista Roba koštala na platformama Boltove konkurencije; (ii) ako je drugačije ugovoreno u Posebnim uvjetima poslovanja partnera.

4.9 The Partner may not charge the Client any additional fees for the packaging of the Goods, unless agreed otherwise in the Partner Specific conditions.

4.9 Partner Klijentu ne smije naplatiti dodatne naknade za ambalažu Robe, osim ako je drugačije ugovoreno u Posebnim uvjetima poslovanja partnera.

5. USE OF BOLT FOOD PLATFORM BY PARTNER

5. PARTNEROVO KORIŠTENJE BOLT FOOD PLATFORME

5.1 The Partner will gain access to Bolt Food Platform through the user account. Each Partner is entitled to have only one account to use the Bolt Food Platform. If the Partner operates its business through several establishments, each establishment is provided a separate sub-account to use the Bolt Food Platform. The account details for the Partner (and if applicable, the establishments) will be communicated to the Partner separately.

5.2 The Partner shall ensure compliance with applicable laws upon performance of its services, including laws regarding the working conditions, protection and safety of employees and other members of the Partner's personnel.

5.3 All information regarding the Partner, the Partner's establishments and their menus is uploaded to the Bolt Food Platform by Bolt on the basis of the information provided by the Partner. All Partners are displayed to the Client in a ranked sequence mainly based on the availability of the Partner, delivery fee for the Client, estimated time of arrival of the Order and frequency of use and ratings by the Client with the purpose of providing a personalised and efficient user experience for the Client. All information provided by the Partner, including in particular the information regarding the Partner's Goods and Goods Prices and Opening Hours shall be accurate. Bolt will not change any information provided by the Partner regarding the Goods and Goods Prices unless the Partner so instructs. The Partner shall also provide additional information regarding the Good (ingredients and allergens, in case the Goods contain food, etc), if the Client so requests by contacting the Partner.

5.4 For accepting and processing Orders through the Bolt Food Platform, the Partner shall either buy or rent a tablet from Bolt. The Partner procures that all rented tablets and related equipment will be maintained in good order. When necessary, Bolt and the Partner shall agree on the maintenance or the replacement of the rented tablets.

5.5 Bolt is not liable for the effective functioning of the Bolt Food Platform in any device. The Partners undertakes to install and/or use all updates, upgrades or modules provided by Bolt. Bolt is not liable for any damages or loss of profit resulting from the failure to perform the obligation set out in this Section 5.5.

5.1 Partner će dobiti pristup Bolt Food platformi putem korisničkog računa. Svaki Partner ima pravo na samo jedan račun za korištenje Bolt Food platforme. Ako Partner posluje putem više poduzeća, svako poduzeće ima zasebni pod-račun za korištenje Bolt Food platforme. Podaci računa za Partnera (i ako je primjenjivo, poduzeća) bit će zasebno komunicirani Partneru.

5.2 Partner će osigurati pridržavanje mjerodavnih zakona prilikom pružanja svojih usluga, uključujući zakone u vezi s uvjetima rada, zaštitom i sigurnošću zaposlenika i drugih članova Partnerovog osoblja.

5.3 Sve podatke u vezi s Partnerom, Partnerovim poduzećima i njihovim menijima Bolt će staviti na Bolt food platformu na temelju podataka koje je dao Partner. Svi Partneri Klijentu su poredani u nizu koja se uglavnom bazira na dostupnosti Partnera, naknadi za dostavu Klijentu, procijenjenom vremenu dolaska Narudžbe i učestalosti korištenja i Klijentovim ocjenama u svrhu pružanja personaliziranog i učinkovitog korisničkog iskustva Klijenta. Svi podaci koje je Partner dostavio, uključujući posebice podatke u vezi s Partnerovom Robom, Cijenama robe i Radnim vremenom bit će precizni. Bolt neće izmijeniti bilo koje podatke koje Partner dostavi u vezi s Robom i Cijenom robe osim prema uputu Partnera. Partner će također dostaviti dodatne podatke u vezi s Robom (sastojke i alergene, u slučaju da Roba sadrži hranu itd.) ako Klijent to zatraži kontaktirajući Partnera.

5.4 Za primanje i obradu Narudžba putem Bolt Food platforme Partner će ili kupiti ili od Bolta unajmiti tablet. Partner osigurava da se unajmljeni tableti i povezana oprema održavaju u ispravnom stanju. Kada je potrebno, Bolt i Partner će dogovoriti održavanje ili zamjenu unajmljenih tableta.

5.5 Bolt ne odgovara za učinkoviti rad Bolt Food platforme na bilo kojem uređaju. Partneri se obvezuju instalirati i/ili koristiti sva ažuriranja, nadogradnje ili module koje osigurava Bolt. Bolt ne odgovara ni za kakvu štetu ili izmaklu dobit koja proizađe iz propusta izvršenja obveze navedene u ovom Članku 5.5.

5.6 The Partner shall at all times utilize good industry practices in the information technology industry with respect to comparable services to prevent the introduction of viruses into the Bolt Food Platform. If the Partner breaches the said obligation and a virus is found to have been introduced to the Bolt Food Platform as a result of a breach of the General Terms by the Partner, then the Partner shall (at its own cost) provide reasonable assistance to mitigate the effects of the virus and reimburse to Bolt all damages arising from the eradication and remedying of the Bolt Food Platform.

5.7 The Client may leave feedback and make complaints through the Bolt Food Platform. If the complaint relates to particular Goods the Client will be required to make such complaints within 30 days from the delivery of the Order. Bolt shall tend to the complaints at its own discretion and decide how to resolve them. Bolt, acting reasonably, may refund the Goods Price (or a part of it) to the Client at its own discretion and claim compensation for it from the Partner. If the Partner continues to receive complaints from the Clients, Bolt has the right to temporarily or permanently suspend the Partner from using the Bolt Food Platform. Bolt has the right to establish a customer complaints and refund policy, that shall be a part of the General Terms and mandatory for compliance for the Partner.

5.8 The Partner shall at all times utilize high quality and high resolution photos for the displaying of Goods on the Bolt Food Platform. In case such photos do not fulfil the above mentioned requirements, Bolt reserves the right to refuse the uploading of the provided photos in the Bolt Food Platform and ask for replacements or upload equivalent or similar pictures at its own discretion.

5.9 Bolt is entitled to change, modify or discontinue either temporarily or permanently the provision of the information society service by altering or deleting the Bolt Food Platform at any given time.

6. FEES

6.1 In consideration for Bolt's services as the agent for mediation of the Sales Agreements the Partner shall pay the Agency Fee to Bolt per every Order of the Client made through the Bolt Food Platform. The Agency Fee is calculated as the Agreed Percentage from the aggregate net Price

5.6 Partner će u svakom trenutku koristiti dobre industrijske prakse u industriji informacijskih tehnologija u odnosu na usporedive usluge kako bi spriječio unos virusa u Bolt Food platformu. Ako Partner prekrši navedenu obvezu i bude otkriveno da je virus unesen u Bolt Food platformu kao posljedica kršenja Općih uvjeta od Partnera, tada će Partner (na vlastiti trošak) pružiti razumnu pomoć u umanjuju posljedica virusa i naknaditi Boltu svu štetu koja proizađe iz eradicacije i popravka Bolt Food platforme.

5.7 Klijent može ostaviti povratnu informaciju i uložiti prigovor putem Bolt Food platforme. Ako se prigovor odnosi na određenu Robu, Klijent mora takve prigovore podnijeti u roku od 30 dana od dostave Narudžbe. Bolt će obraditi prigovore prema vlastitom nahođenju i odlučiti kako ih riješiti. Bolt, djelujući razumno, može nadoknaditi Cijenu robe (ili njezin dio) Klijentu prema vlastitom nahođenju i tražiti za nju naknadu od Partnera. Ako Partner nastavi primati prigovore od Klijenata, Bolt ima pravo privremeno ili trajno obustaviti Partnera u korištenju Bolt Food platforme. Bolt ima pravo donijeti pravila o prigovorima kupaca i naknadama koja će biti dio Općih uvjeta i koji se Partner obvezan pridržavati.

5.8 Partner će u svakom trenutku koristiti fotografije visoke kakvoće i visoke rezolucije kako bi Robu prikazao na Bolt Food platformi. U slučaju da te fotografije ne ispunjavaju gore navedene uvjete, Bolt pridržava pravo odbiti učitavanje dostavljenih fotografija na Bolt Food platformu i zatražiti zamjene ili učitavanje odgovarajućih ili sličnih fotografija prema vlastitom nahođenju.

5.9 Bolt ima pravo izmijeniti, preinačiti ili obustaviti, bilo privremeno ili trajno, pružanje usluge informacijskog društva izmjenom ili brisanjem Bolt Food platforme u bilo kojem trenutku.

6. NAKNADE

6.1 Kao naknadu za Boltove usluge posrednika za posredovanje Kupoprodajnih ugovora Partner će Boltu platiti Posredničku naknadu za svaku Narudžbu Klijenta putem Bolt Food platforme. Posrednička naknada se obračunava kao Ugovoreni postotak od ukupne

earned by the Partner from the Orders placed through the Bolt Food Platform during a particular reference period.

6.2 Bolt has the right to implement Marketplace Fees in accordance with the principles of dynamic pricing by (i) applying service fees in order to cover the cost of making courier services available at the Marketplace, or (ii) forwarding the cost of making delivery services available at the Marketplace.

6.3 The Partner shall also pay Service Fees to Bolt for the use of the tablet (if applicable) and software, in accordance with the Special Terms.

6.4 All fees are subject to VAT.

7. INVOICING AND PAYMENTS

7.1 The Partner undertakes to issue valid cash register's receipts for the Goods Price and The issued cash register's receipts are transported to the Client together with the Goods, Bolt shall prepare and issue to the Client informational receipt for the Goods Price on behalf of the Partner Bolt, acting as an agent of the Partner, shall accept the Client's payment for the invoice or cash register's receipts on behalf of the Partner. The payment obligation of the Client arising from the Sales Agreement is deemed to be fulfilled when the payment is credited onto the bank account of Bolt or, as the case may be, when the Client has paid the Goods Price in full to the Courier in cash upon the delivery of the Order.

7.2 Bolt undertakes to forward the Goods Price payments (less the Agency Fee) for all completed and delivered Orders made through the Bolt Food Platform to the Partner for a given reference period, except for Orders for which the Courier paid the Goods Price to the Partner in cash, in which case the Partner undertakes to forward the Agency Fee to Bolt for a given reference period. If any deductions are due in relation to complaints in accordance with Section 5.7 of these General Terms or otherwise, Bolt will render efforts to find the amicable solution with the Partner beforehand.

7.3 Invoicing and payments under this Agreement between Bolt and the Partner will be made after each reference period. Unless agreed

neto Cijene koju Partner zaradi od Narudžba koje su predane putem Bolt Food platforme tijekom određenog referentnog razdoblja.

6.2 Bolt ima pravo provoditi Naknade tržnice u skladu s načelima dinamičkog određivanja cijene (i) primjenjujući naknade za usluge kako bi pokrio trošak stavljanja na raspolaganje usluga dostave na Tržnici ili (ii) prosljeđivanjem troška stavljanja na raspolaganje usluga dostave na Tržnici.

6.3 Partner će također platiti Naknade za usluge Boltu za korištenje tableta (ako je primjenjivo) i softver, u skladu s Posebnim uvjetima.

6.4 Sve naknade podliježu PDV-u.

7. ISPOSTAVLJANJE RAČUNA I PLAĆANJE

7.1 Partner se obvezuje izdati valjane blagajničke račune za Cijenu robe i izdani blagajnički računi se prevoze Klijentu zajedno s Robom, a Bolt će u ime Partnera pripremiti i izdati Klijentu informativni račun za Cijenu robe. Bolt će, djelujući kao posrednik Partnera, u ime Partnera primiti Klijentovo plaćanje računa ili blagajničkih računa. Obveza plaćanja Klijenta koja proizlazi iz Kupoprodajnog ugovora smatra se ispunjenom kada plaćanje bude odobreno na bankovnom računu Bolta ili, ovisno o slučaju, kada Klijent Cijenu robe Dostavljaču plati u cijelosti u gotovini nakon dostave Narudžbe.

7.2 Bolt se obvezuje proslijediti plaćanja Cijene robe (umanjena za Posredničku naknadu) za sve dovršene i isporučene Narudžbe predane putem Bolt Food platforme Partnerima za određeno referentno razdoblje osim Narudžba za koje je Dostavljač platio Cijenu robe Partneru u gotovini u kojem se slučaju Partner obvezuje proslijediti Posredničku naknadu Boltu za određeno referentno razdoblje. Ako su dospjeli bilo kakvi odbici u vezi s prigovorima u skladu s Člankom 5.7 ovih Općih uvjeta ili drukčije, Bolt će unaprijed uložiti sve napore kako bi pronašao mirno rješenje s Partnerom.

7.3 Izdavanje računa i plaćanje u skladu s ovim Ugovorom između Bolta i Partnera bit će izvršeno nakon svakog referentnog razdoblja. Ako

otherwise in the Partner Specific Conditions, the reference period shall be one calendar week. If any reconciliation payments are required with respect to the reference period thereafter, the parties will communicate such need and, if necessary, make the relevant reconciliation payments in connection with the payments related to the next reference period.

7.4 Within three business days from the expiry of each reference period Bolt will issue an invoice to the Partner for the Agency Fee, Service Fees and any other applicable fees for a given reference period. If any payments are to be made by Bolt to the Partner in relation to the reference period, the Partner will issue an invoice to Bolt.

7.5 All payments between Bolt and the Partner will be settled by way of set-off to the maximum extent possible. All other payments between Bolt and the Partner that cannot be set off will be made by way of bank transfers. The bank details of Bolt and the Partner are set out in the Special Terms.

7.6 Bolt may, at its own discretion, limit the payment of Goods Price to the Partner in cash. Bolt may also, at its own discretion, require the Partner to make a deposit to Bolt to enable cash payments to be made to the Partner.

7.7 Any outstanding principal amount due to Bolt should be paid by the Partner to Bolt at the latest 7 days after becoming inactive on the Bolt Food Platform

7.8 In case the Partner fails to make the payment under Section 7.7 by due date, it shall be liable to pay 0,5% interest per day from the total amount that is overdue. The Partner is liable to compensate Bolt all reasonable expenses (including those charged by any debt collection agency) together with all administrative, legal and other costs incurred in the collection of any overdue payment. The minimum compensation charge for such costs is EUR 10.

7.9 Bolt has the right to forward and publish the data of the Partner and the fact, sum and other relevant information of debts of the Partner under this Agreement to debt collection agencies and other debt management service providers, incl. to Creditinfo Eesti (www.creditinfo.ee), for the

u Posebnim uvjetima poslovanja partnera nije dogovoreno drukčije, referentno razdoblje iznosi jedan kalendarski mjesec. Ako su potrebna bilo kakva usklađenja plaćanja u odnosu na referentno razdoblje nakon toga, ugovorne strane će poslati obavijest o takvoj potrebi te, ako je potrebno, izvršiti odgovarajuće usklađenje plaćanja u vezi s plaćanjima koja se odnose na sljedeće referentno razdoblje.

7.4 U roku od tri radna dana od isteka svakog referentnog razdoblja Bolt će izdati račun Partneru za Posredničku naknadu, Naknade za uslugu i bilo koje druge primjenjive naknade za odgovarajuće referentno razdoblje. Ako Bolt mora izvršiti bilo kakva plaćanja Partneru u vezi s referentnim razdobljem, Partner će izdati račun Boltu.

7.5 Sva plaćanja između Bolta i Partnera bit će u najvećoj mogućoj mjeri podmirena prijebojem. Sva ostala plaćanja između Bolta i Partnera, koja se ne mogu prebiti, bit će izvršena bankovnim prijenosom. Bankovni podaci Bolta i Partnera navedeni su u Posebnim uvjetima.

7.6 Bolt, prema vlastitom nahođenju, može Partneru ograničiti gotovinsko plaćanje Cijene robe. Bolt također prema vlastitom nahođenju može tražiti od Dostavljača da Boltu uplati polog kako bi omogućio vršenje gotovinskih plaćanja Dostavljaču.

7.7 Svaki nepodmireni iznos glavnice koji se duguje Boltu Partner treba platiti Boltu najkasnije 7 dana nakon što na Bolt Food platformi postane neaktivan.

7.8 U slučaju da Partner ne izvrši plaćanje u skladu s Člankom 7.7 do datuma dospijeća, obvezan je platiti 0,5% kamate dnevno na ukupni dospjeli iznos. Partner je obvezan naknaditi Boltu sve opravdane troškove (uključujući one koje naplaćuje agencija za naplatu dugova) zajedno sa svim upravnim, zakonskim i drugim troškovima koji nastanu pri naplati bilo kojeg dospjelog plaćanja. Najniža naknada za takve troškove je EUR 10,00.

7.9 Bolt ima pravo proslijediti i objaviti osobne podatke Partnera i činjenicu, iznos i druge odgovarajuće podatke o dugovima Partnera na temelju ovog Ugovora agencijama za naplatu dugova i drugim pružateljima usluge upravljanja

recovery of debts and/or for the publication, processing and management of data in the debtors' database, as well as for the publication of debt data for the purposes of making credit decisions.

dugovima, uključujući Creditinfo Eesti (www.creditinfo.ee), u svrhu naplate dugova i/ili objave, obrade i upravljanja podacima u bazi podataka dužnika, kao i u svrhu objave podataka o dugovima u svrhu donošenja odluka o kreditu.

8. TERM, TERMINATION AND SUSPENSION OF USE

8.1 The Agreement is entered into for an unspecified period of time (without term), unless agreed otherwise in the Partner Specific Conditions.

8.2 If the Partner breaches any of its obligations under the Agreement, Bolt has the right to suspend the Partner from using the Bolt Food Platform without any obligation to compensate for the loss of profit.

8.3 Both Bolt and the Partner have the right to terminate the Agreement without cause at any time by giving notice at least 30 days in advance.

8.4 Both Bolt and the Partner have the right to extraordinarily terminate the Agreement without a notice period, if either party repeatedly fails to comply with or breaches any of the obligations set forth in the Agreement, In addition, Bolt has the right to terminate the Agreement, if the provision of the information society service under this Agreement is prohibited under applicable law or if an imperative reason arises from applicable law to terminate the Agreement.

8.5 The termination of the Agreement will not affect:

8.5.1 any accrued rights of either party, including any right to receive any payments due but unpaid before the termination; or

8.5.2 obligations, which are expressed to survive the termination.

8.6 Upon termination of the Agreement, all rented tablets and any other devices and equipment provided by Bolt for using the Bolt Food Platform shall be returned to Bolt in good order, taking into account the normal wear and tear, unless otherwise agreed between the parties.

8. TRAJANJE, OTKAZIVANJE I OBUSTAVA KORIŠTENJA

8.1 Ugovor se sklapa na neodređeno vremensko razdoblje (bez roka) osim ako je drukčije ugovoreno u Posebnim uvjetima poslovanja partnera.

8.2 Ako Partner prekrši bilo koju od svojih obveza navedenih u Ugovoru, Bolt ima pravo isključiti Partnera iz korištenja Bolt Food platforme bez obveze naknade izmakle dobiti.

8.3 I Bolt i Partner imaju pravo u bilo kojem trenutku raskinuti Ugovor bez navođenja razloga dostavom obavijesti najmanje 30 dana unaprijed.

8.4 I Bolt i Partner imaju pravo izvanredno otkazati Ugovor bez otkaznog roka ako bilo koja ugovorna strana opetovano propusti ispuniti ili prekrši bilo koju od obveza navedenih u Ugovoru. Osim toga, Bolt ima pravo raskinuti Ugovor ako je pružanje usluge informacijskog društva u skladu s ovim Ugovorom zabranjeno u skladu s mjerodavnim pravom ili ako iz mjerodavnog prava proizađe nužan razlog za raskid Ugovora.

8.5 Raskid Ugovora neće utjecati na:

8.5.1 na nijedno stečeno pravo bilo koje ugovorne strane, uključujući pravo na primitak svih plaćanja koja dospiju ali budu neplaćena prije raskida, ili

8.5.2 obveze za koje je navedeno da ostaju na snazi nakon raskida.

8.6 Nakon raskida Ugovora, svi unajmljeni tableti i svi ostali uređaji i oprema koje je dostavio Bolt za korištenje Bolt Food platforme bit će vraćeni Boltu u ispravnom stanju, uzimajući u obzir uobičajeno habanje ako ugovorne strane nisu drukčije ugovorile.

8.7 In the event that after the extraordinary termination of the Agreement there is an ongoing offline marketing campaign featuring (among others) the Partner or any of the Partner's establishments, then Bolt is entitled to refrain from making any changes to the campaign materials regarding the Partner or the Partner's establishments.

9. LICENSING, DATA PROCESSING AND INTELLECTUAL PROPERTY RIGHTS

9.1 Bolt grants a revocable, non-exclusive, non-transferable, non-sublicensable license to the Partner for using the Bolt Food Platform for the purpose of selling Goods.

9.2 By concluding the Agreement, the Partner grants a license to Bolt for displaying on the Bolt Food Platform and using in its marketing all materials (including the photos of Goods) sent to Bolt by the Partner. The license is valid for the entire period of the Agreement. The Partner procures that all material to be uploaded in the Bolt Food Platform by Bolt (including, but not limited to photos of the Goods) is free from third party rights. In cases where the photos of the Goods are taken on the expense of or by a person appointed by Bolt, all rights related thereto (including intellectual property rights and the right of use) shall belong to Bolt. If the Partner has opted to buy the licence for the use of the photos of Goods, the Partner will be granted access to and it may use such photos of Goods for any purposes, except for displaying them on platforms that are competing with Bolt and using them for the provision of the same services as the Partner provides to Bolt.

9.3 All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of Bolt during the provision of services under the General Terms (including the Bolt Food Platform, Confidential Information and where relevant, photos of Goods), as well as all data and statistics about the sales made through the Bolt Food Platform belong to Bolt. The Partner Operator shall not copy, modify, adapt, reverse-engineer, decompile or otherwise discover the source code of the Bolt Food Platform or any other software used by Bolt. Bolt shall maintain the data and statistics about the sales for each reference period for a period of one year after the end of said reference period.

8.7 U slučaju da je nakon izvanrednog otkaza Ugovora u tijeku *offline* marketinška kampanja u kojoj se (između ostalog) pojavljuje Partner ili bilo koje od Partnerovih poduzeća, Bolt ima pravo suzdržati se od vršenja ikakvih izmjena u materijalima kampanje u odnosu na Partnera ili Partnerova poduzeća.

9. LICENCIRANJE, OBRADA PODATAKA I PRAVA INTELEKTUALNOG VLASNIŠTVA

9.1 Bolt odobrava Partneru opozivu, neprenosivu licenciju, koja se ne može podlicencirati, za korištenje Bolt Food platforme u svrhu prodaje Robe.

9.2 Sklapanjem Ugovora, Partner izdaje licenciju Boltu za prikazivanje na Bolt Food platformi i korištenje njegovih marketinških materijala (uključujući fotografije Robe) koje Partner pošalje Boltu. Licencija vrijedi za cijelo razdoblje Ugovora. Partner osigurava da je sav materijal koji će Bolt učitati na Bolt Food platformu (uključujući, ali ne ograničavajući se na, fotografije Robe) slobodan od prava trećih. U slučajevima kada se fotografije snime na trošak osobe koju imenuje Bolt, sva prava u vezi s tim (uključujući prava intelektualnog vlasništva i prava korištena) pripadaju Boltu. Ako je Partner odlučio kupiti licenciju za korištenje fotografija Robe, Partner će dobiti pristup i može koristiti takve fotografije Robe u sve svrhe, osim za njihovo prikazivanje na platformama koje su konkurencija Boltu i njihovo korištenje za pružanje istih usluga kao što Partner pruža Boltu.

9.3 Sva prava intelektualnog vlasništva u pogledu softvera, dokumentacije ili informacija koje koristi ili razvije Bolt ili netko u njegovo ime tijekom pružanja usluga u skladu s Općim uvjetima (uključujući Bolt Food platformu, Povjerljive podatke i gdje je primjenjivo fotografije Robe), kao i svi podaci i statistike o prodajama koje su izvršene putem Bolt Food platforme, pripadaju Boltu. Partner neće kopirati, izmijeniti, prilagoditi, podvrgnuti obrnutom inženjeringu, dekompilirati niti na drugi način otkriti izvorni kod Bolt Food platforme ili bilo kojeg drugog softvera koji Bolt koristi. Bolt će podatke i statistike o prodajama za svako referentno razdoblje održavati godinu dana nakon završetka dotičnog referentnog razdoblja.

9.4 The Partner agrees that Bolt may use the name, logo or photos of the Partner in Bolt's advertising materials during the entire period of the Agreement.

9.4 Partner je suglasan da Bolt može koristiti ime, logotip ili fotografije Partnera u reklamnim materijalima Bolta tijekom cijelog razdoblja Ugovora.

9.5 The terms and conditions for processing the personal data of the Clients and the Couriers is established in Schedule 2 (Data Processing Agreement).

9.5 Uvjeti i rokovi za obradu osobnih podataka Klijenata i Dostavljača utvrđeni su u Prilogu 2 (Ugovor o obradi podataka).

10. CONFIDENTIALITY

10. POVJERLJIVOST PODATAKA

10.1 During the term of the Agreement and for a period of five years following the expiry or termination of the Agreement, Bolt and the Partner shall not disclose and shall maintain the confidentiality of all Confidential Information of the other party.

10.1 Tijekom trajanja Ugovora, te u razdoblju od pet godina nakon isteka ili raskida Ugovora, Bolt i Partner neće ustupiti i držat će povjerljivima sve Povjerljive podatke druge ugovorne strane.

10.2 Confidential Information of the other party may be disclosed to third parties only subject to a prior written notice of the other party. Notwithstanding the above, Confidential Information may be disclosed to the party's attorneys, auditors, accountants, consultants and subcontractors, provided that such persons perform their obligations in connection with the Agreement and are subject to a confidentiality clause.

10.2 Povjerljivi podaci druge ugovorne strane mogu se ustupiti trećima isključivo uz prethodnu pisanu obavijest druge ugovorne strane. Bez obzira na gore navedeno, Povjerljivi podaci mogu se ustupiti odvjetnicima, revizorima, knjigovođama, savjetnicima i podizvršiteljima ugovorne strane pod uvjetom da te osobe obavljaju svoje obveze u vezi s Ugovorom i da podliježu klauzuli o povjerljivosti podataka.

11. ANTI-MONEY LAUNDERING RULES

11. PRAVILA O SPREČAVANJU PRANJA NOVCA

11.1 The Partner warrants that it is in compliance with the requirements of any applicable anti money laundering laws and regulations applicable to it. The Partner warrants that it is not and any of its affiliates or ultimate beneficial owners is not subject to any international sanctions, boycotts, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws, decrees, ordinances, orders, demands, requests, rules or requirements.

11.1 Partner jamči da se pridržava zahtjeva svih mjerodavnih zakona i propisa o sprečavanju pranja novca koji se odnose na njega. Partner jamči da ni on i ni itko od njegovih povezanih osoba ili krajnjih vlasnika ne podliježe međunarodnim sankcijama, bojkotima, stranim nadzorima trgovine, nadzorima izvoza, zakonima o ograničenju i zabrani terorizma ili sličnim zakonima, uredbama, odredbama, nalogima, zahtjevima, pravilima ili uvjetima.

11.2 Bolt has the right to conduct reviews of the Partner's compliance with anti money laundering rules and/or suspend the Partner from using the Bolt Food Platform without prior notice, for the purpose of detecting fraud or any other violation thereof.

11.2 Bolt ima pravo provjeriti Partnerovo pridržavanje pravila o sprečavanju pranja novca i/ili isključiti Partnera iz korištenja Bolt Food platforme bez prethodne obavijesti, kako bi utvrdio prijevaru ili drugi oblik njihova kršenja.

11.3 The Partner has to notify Bolt immediately of any circumstances that may refer to a violation

11.3 Partner mora odmah obavijestiti Bolt o svim okolnostima koje se odnose na kršenje ovog

of this Section 11.

Članka 11.

12. LIABILITY AND INSURANCE

12.1 Bolt is not liable for the performance of the Sales Agreement nor for any claims presented under the Sales Agreement.

12.2 Bolt is not liable for any indirect damage or loss of profit that the Partner may bear due to possible interruptions of availability or functioning of the Bolt Food Platform in any device.

12.3 Bolt is not liable for any indirect damage or loss of profit, unless caused intentionally or due to gross negligence.

12.4 The Partner shall indemnify, defend and hold Bolt harmless from and against any and all claims, suits, actions or administrative proceedings, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses in respect of or resulting from the performance of the services by the Partner under the General Terms.

12.5 The Partner shall indemnify to Bolt all extra costs that Bolt incurred due to the Partner breaching its obligations under the Agreement (e.g. and not limited to the costs of having the Courier return to the Partner before delivery of the Order to the Client, to retrieve Goods that the Partner initially failed to include in the Order).

12.6 The Partner is liable for the loss, theft of or any damage to the rented tablet provided by Bolt.

12.7 If the Client files a claim due to the breach of the Sales Agreement, the Partner shall release Bolt from all liability regarding the claim.

12.8 If provided so in the Partner Specific Conditions, the Partner shall procure that during the term of the Agreement, it has a liability insurance in place for any liability towards its customers related to the Goods.

13. MISCELLANEOUS

12. ODGOVORNOST I OSIGURANJE

12.1 Bolt ne odgovara za ispunjenje Kupoprodajnog ugovora niti za ikakva potraživanja koja se istaknu na temelju Kupoprodajnog ugovora.

12.2 Bolt ne odgovara ni za kakvu neizravnu štetu ili izmaklu dobit koju Partner može pretrpjeti zbog eventualnih prekida dostupnosti ili funkcionalnosti Bolt Food platforme na bilo kojem uređaju.

12.3 Bolt ne odgovara ni za kakvu neizravnu štetu ili izmaklu dobit osim ako je prouzročena namjerno ili grubim kršenjem.

12.4 Partner će obešteti Bolt, obraniti ga i osloboditi od svake odgovornosti za bilo koje potraživanje i sva potraživanja, tužbe, sudske ili upravne postupke, zahtjeve, gubitke, štetu, troškove i izdatke svake vrste, uključujući odvjetničke nagrade i troškove u odnosu na ili koji proizađu iz Partnerova izvršavanja usluga u skladu s Općim uvjetima.

12.5 Partner će naknaditi Boltu sve dodatne troškove koje Boltu nastanu zbog Partnerova kršenja obveza iz Ugovora (npr. i ne ograničavajući se na troškove povrata Dostavljača Partneru prije dostave Narudžbe Klijentu, pronaći Robu koju je Partner isprva propustio uključiti u Narudžbu).

12.6 Partner odgovara za gubitak, krađu ili bilo kakvu drugu štetu na unajmljenom tabletu koji je osigurao Bolt.

12.7 Ako Klijent istakne potraživanje zbog kršenja Kupoprodajnog ugovora, Partner će osloboditi Bolt od svake odgovornosti u pogledu potraživanja.

12.8 Ako je tako navedeno u Posebnim uvjetima poslovanja partnera, Partner će osigurati da tijekom trajanja Ugovora ima sklopljeno osiguranje od odgovornosti za svaku odgovornost prema svojim kupcima u vezi s Robom.

13. OSTALO

13.1 Additional requirements and safeguards provided in Regulation (EU) 2019/1150 (Regulation) shall apply where the termination of the Agreement or blocking of the access to the Bolt Food Platform affects the rights of the Partner using the Bolt Food Platform for the sale of Goods in the member state of the European Union or European Economic Area (Member State).

13.2 The Partner referred to in Section 13.1 (Business User Operating in the Member State) has the right to challenge the termination of the Agreement, blocking, and other alleged non-compliance of Bolt with the Regulation, in accordance with the Internal Complaint-Handling System Rules for Business Users of Bolt available on <https://bolt.eu/en/legal/>.

13.3 If there is a conflict between the Partner Specific Conditions, Special Terms, the General Terms, Schedules, or any other document incorporated by reference into the Agreement, then precedence shall be given first to the Partner Specific Conditions, second to the Special Terms, third to the General Terms, fourth to the Schedules and fifth to any other document incorporated by reference into the Agreement.

13.4 Where versions of the Agreement exist in any other language, the English version shall prevail.

13.5 Bolt reserves the right to update the General Terms anytime, by uploading the revised version on their webpage. Bolt will notify the Partner of any changes at least 30 days in advance. If the Partner does not agree to the updated General Terms, it should be communicated to Bolt in order to terminate the Agreement and discontinue the use of the Bolt Food Platform.

13.6 The Partner may not assign any of the rights or obligations under the Agreement either in whole or in part.

13.7 The Agreement and any rights or claims arising out of or in connection with the Sales Agreement shall be governed by the substantive law of Estonia.

13.1 Dodatni zahtjevi i mjere zaštite propisane Uredom (EU) 2019/1150 (Uredba) primjenjuju se ako raskid Ugovora ili uskrata pristupa Bolt Food platformi utječu na prava Partnera koji koristi Bolt Food platformu za prodaju Robe u državi članici Europske unije ili Europskog gospodarskog prostora (Država članica).

13.2 Partner naveden u Članku 13.1 (Poslovni korisnik koji posluje u državi članici) ima pravo osporiti raskid Ugovora, uskratu i druga navodna Boltova nepridržavanja Uredbe u skladu s Pravilima sustava internog rješavanja prigovora za Poslovne korisnike Bolta koja su dostupna na <https://bolt.eu/en/legal/>.

13.3 Ako postoji neslaganje između Posebnih uvjeta poslovanja partnera, Posebnih uvjeta, Općih uvjeta, Priloga ili bilo kojeg drugog dokumenta koji je pozivanjem uključen u Ugovor, tada se prednost daje prvo Posebnim uvjetima poslovanja partnera, zatim Posebnim uvjetima, nakon toga Općim uvjetima, pa Prilozima i na kraju svakom drugom dokumentu koji je pozivanjem uključen u Ugovor.

13.4 Kada postoje verzije Ugovora na bilo kojem drugom jeziku, prevladava verzija na engleskome jeziku.

13.5 Bolt pridržava pravo u bilo kojem trenutku ažurirati Opće uvjete učitavanjem revidirane verzije na svoju internetsku stranicu. Bolt će obavijestiti Partnera o svim izmjenama najmanje 30 dana unaprijed. Ako se Partner ne suglasi s ažuriranim Općim uvjetima, o tome treba obavijestiti Bolt kako bi raskinuo ugovor i prestao koristiti Bolt Food platformu.

13.6 Partner ne smije ustupiti nijedno od prava ili obveza iz Ugovora, bilo u cijelosti ili djelomično.

13.7 Ugovor i sva prava ili potraživanja koja proizađu iz Kupoprodajnog ugovora ili u vezi s njim podliježu materijalnom pravu Republike Estonije.

SCHEDULE 1 SERVICE LEVEL REQUIREMENTS

These Service Level Requirements are an integral part of the Agreement and apply to the Partner's activities in providing the service of preparing the Orders and where relevant, producing the Goods.

1. Accepting Orders

- 1.1 When the Client has placed an Order, the Partner ensures that the confirmation of said Order will be decided within five minutes from receiving the Order notification.
- 1.2 In the event that the Partner cannot provide the Goods as it was requested in the Order, the Partner will not confirm the Order in the Bolt Food Platform and shall contact the Client on the phone number provided on the Order. The Partner should offer (if reasonably possible) to replace the Goods with another Goods for the same Goods Price that the Client has already paid. If no agreement is reached, the Partner shall notify Bolt thereof, by cancelling the Order on the Bolt Food Platform.
- 1.3 If the Partner has run out of a certain Goods, the Partner shall mark that Goods as unavailable in the Bolt Food Platform as soon as reasonably possible, but in any event within 10 minutes from discovering the lack of that Goods.

2. Preparing of Orders

- 2.1 The Partner ensures that the Goods are prepared, handled and stored in accordance with all requirements arising from applicable law at all times up to and including the time of delivery of the ordered Goods to the Client. The Partner's obligation to comply with all applicable law requirements includes (without limitation) all rules and regulations governing the time, temperature or other methods required for food hygiene and safety in case the Goods contain food.

PRILOG 1 KRITERIJI RAZINE USLUGE

Ovi Kriteriji razine usluge sastavni su dio Ugovora i primjenjuju se na Partnerove aktivnosti u pružanju usluge pripreme Narudžbi i, ako je primjenjivo, proizvodnju Robe.

1. Prihvaćanje narudžbi

- 1.1 Kad je Klijent predao Narudžbu, Partner će osigurati da se o potvrdi te Narudžbe odluči u roku od pet minuta od primitka obavijesti o Narudžbi.
- 1.2 U slučaju da Partner ne može dostaviti Robu kako je zatraženo u Narudžbi, Partner neće potvrditi Narudžbu na Bolt Food platformi te će kontaktirati Klijenta na telefonski broj naveden u Narudžbi. Partner treba ponuditi (ako je to moguće) zamjenu Robe s drugom Robom za istu Cijenu robe koji je Klijent već platio. Ako nije došlo do dogovora, Partner će o tome obavijestiti Bolt otkazujući Narudžbu na Bolt Food platformi.
- 1.3 Ako je Partneru ponestalo određene Robe, Partner će na Bolt Food platformi označiti da je Roba nedostupna čim to bude razumno moguće, ali u svakom slučaju 10 minuta nakon što otkrije nedostatak Robe.

2. Priprema narudžbi

- 2.1 Partner osigurava da je Roba pripremljena, da je s njom rukovano te da je pohranjena u skladu sa svim zahtjevima koji proizlaze iz mjerodavnih zakona cijelo vrijeme sve do i uključujući trenutak dostave naručene Robe Klijentu. Partnerova obveza pridržavanja svih mjerodavnih zakona uključuje (bez ograničenja) sva pravila i odredbe koja uređuju vrijeme, temperaturu i druge metode potrebne za higijenu i sigurnost hrane u slučaju da Roba sadrži hranu.
- 2.2 Partner će osigurati da je Roba pripremljena u okviru unaprijed određenog vremenskog okvira koji je

2.2 The Partner ensures that all Goods will be prepared within the preset time-frame indicated for each Goods on the Bolt Food Platform. The Order shall be ready to be picked up by the Courier no earlier than within the last 5 minutes of the Goods preparation time frame. If the Partner has not marked the Order as "Accepted" within 5 minutes, Bolt has the right to cancel the Order unilaterally and compensate the Order Price to the Client.

naveden za svaku Robu na Bolt Food platformi. Narudžba će biti spremna za preuzimanje od strane Dostavljača ne ranije od posljednjih 5 minuta vremenskog okvira pripreme Robe. Ako Partner u roku od 5 minuta nije označi Narudžbu kao „prihvaćena“, Bolt ima pravo jednostrano otkazati Narudžbu i Klijentu naknaditi Cijenu narudžbe.

SCHEDULE 2 DATA PROCESSING AGREEMENT

This Data Processing Agreement is an integral part to the Agreement and shall apply to all relations that are formed between Bolt and the Partner in the course of using the Bolt Food Platform and relate to processing of the personal data.

PART 1

Background information:

- A.** In the course of performance of the Agreement and use of the Bolt Food Platform Bolt and Partner share personal data with each other as separate data controllers.
- B.** In case of a conflict between the Agreement and the Data Processing Agreement with regard to the processing of personal data, the Data Processing Agreement shall prevail and apply.

1. GENERAL PROVISIONS AND DEFINITIONS

- 1.1. The terms used in this Data Processing Agreement are used in the meaning given to them in the Agreement or in the meaning given to them in Article 4 of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter the **GDPR**). The term "**data subject**" shall mean the identified or identifiable natural person who uses Bolt Food Platform and to whom the personal data shared relates.
- 1.2. In the meaning of GDPR, Bolt and the Partner shall both be data controllers with regard to the personal data processing conducted by each in the respective scope.

2. GENERAL OBLIGATIONS OF PARTNER

- 2.1. The Partner shall process personal data only in accordance with the applicable law, the terms and conditions of the

PRILOG 2 UGOVOR O OBRADI PODATAKA

Ovaj Ugovor o obradi podataka sastavni je dio Ugovora i primjenjuje se na sve odnose koji se uspostave između Bolta i Partnera tijekom korištenja Bolt Food platforme i odnose se na obradu osobnih podataka

DIO 1.

Pozadinske informacije:

- A.** Tijekom izvršenja Ugovora i korištenja Bolt Food platforme, Bolt i Partner međusobno razmjenjuju osobne podatke kao zasebni voditelji zbirke podataka.
- B.** U slučaju nesuglasja između Ugovora i Ugovora o obradi podataka u odnosu na obradu osobnih podataka, mjerodavan je i primjenjuje se Ugovor o obradi osobnih podataka.

1. OPĆE ODREDBE I DEFINICIJE

- 1.1. Pojmovi korišteni u ovom Ugovoru o obradi podataka koriste se sa značenjem koje im je dano u Ugovoru ili sa značenjem koje im je dano u Članku 4. Opće uredba Europske unije (EU) o zaštiti podataka 2016/679 Europskog parlamenta i Vijeća (dalje u tekstu **GDPR**). Pojam „**ispitanik**“ znači identificiranu fizičku osobu ili fizičku osobu koja se može identificirati koja koristi Bolt Food platformu i na koju se odnose podijeljeni osobni podaci.
- 1.2. U smislu GDPR-a, Bolt i Partner će oboje biti voditelji zbirke podataka u odnosu na obradu osobnih podataka koje svaki od njih provodi u odgovarajućem opsegu.

2. OPĆE OBVEZE PARTNERA

- 2.1. Dostavljač će obrađivati osobne podatke isključivo u skladu s mjerodavnim pravom, odredbama i uvjetima Ugovora i odredbama i uvjetima ovog Ugovora o obradi podataka.

- Agreement and the terms and conditions of this Data Processing Agreement.
- 2.2. The Partner shall not process personal data outside the European Economic Area.
- 2.3. The Partner agrees to process personal data received from Bolt only in accordance with the data processing principles described in Part 2 herein and only for the purposes described in Part 3 herein, unless the data subject has separately authorized Partner for further processing. For the avoidance of doubt, the Partner may not use the data subject's personal data for marketing purposes, unless the data subject has expressly stated otherwise.
- 2.4. The Partner shall ensure the full confidentiality of the personal data received from Bolt. The Partner shall ensure that access to the personal data received from Bolt shall be given to only those representatives of the Partner who require it strictly in relation to the performance of their duties and that all such representatives are subject to a confidentiality obligation.
- 2.5. The Partner shall ensure the security of personal data for the purposes of protecting personal data from accidental or unauthorised processing, disclosure or destruction. The Partner shall inter alia procure that no physical or other copies are made of the data provided to the Partner through the Bolt Food Platform.
- 2.6. Upon the termination of the Agreement, Partner shall delete or destroy all personal data received from Bolt, incl. all (backup) copies of the personal data in the possession of Partner that is received from Bolt, unless (i) otherwise required under applicable laws or (ii) data subject has authorized Partner to further processing and retention of personal data.
- 2.7. If Partner uses (sub)processors, Partner shall assume full liability for the (sub)processor's actions.
- 2.2. Partner neće obrađivati osobne podatke izvan Europskog gospodarskog prostora.
- 2.3. Partner je suglasan obrađivati osobne podatke koje primi od Bolta isključivo u skladu s načelima obrade podataka koji su opisani u Dijelu 2. ovog Ugovora i isključivo u svrhe koje su opisane u Dijelu 3. ovog Ugovora, osim ako je ispitanik posebno ovlastio Partnera za daljnju obradu. Radi otklanjanja sumnje, Partner ne smije koristiti osobne podatke ispitanika u marketinške svrhe, osim ako je ispitanik izričito drukčije naveo.
- 2.4. Partner će osigurati punu povjerljivost osobnih podataka koje primi od Bolta. Partner će osigurati da pristup osobnim podacima koje primi od Bolta bude dan samo onim predstavnicima Partnera kojima su potrebni isključivo u vezi s obavljanjem njihovih dužnosti i da svi takvi predstavnici budu vezani obvezom čuvanja povjerljivosti.
- 2.5. Partner će osigurati sigurnost osobnih podataka u svrhu zaštite osobnih podataka od slučajne ili neovlaštene obrade, ustupanja ili uništenja. Partner će između ostalog osigurati da se ne naprave fizičke niti druge kopije podataka koji se dostave Partneru putem Bolt Food platforme.
- 2.6. Nakon raskida Ugovora Partner će izbrisati ili uništiti sve osobne podatke koje primi od Bolta, uključujući sve (sigurnosne) kopije osobnih podataka u posjedu Partnera koje dostavi Bolt, osim ako (i) je drukčije propisano mjerodavnim zakonima ili (ii) je ispitanik ovlastio Partnera za daljnju obradu i zadržavanje osobnih podataka.
- 2.7. Ako Partner koristi (pod)izvršitelje obrade, Partner će preuzeti punu odgovornost za radnje (pod)izvršitelja obrade.

- 2.8. Bolt has the right to check the performance of the Data Processing Agreement by the Partner at any time.
- 3. RIGHTS OF THE DATA SUBJECTS**
- 3.1. Both Parties shall ensure that personal data processing procedures carried out by each are lawful.
- 3.2. The Partner shall guarantee that while processing the personal data, all the data subjects' rights according to the GDPR are guaranteed to the data subjects, including but not limited to the following rights:
- 3.2.1. the right of access under GDPR Article 15,
- 3.2.2. the right to rectification under GDPR Article 16,
- 3.2.3. the right to erasure ("right to be forgotten") under GDPR Article 17,
- 3.2.4. the right to restriction of processing under GDPR Article 18;
- 3.2.5. the right to data portability under GDPR Article 20.
- 4. PERSONAL DATA BREACHES**
- 4.1. In case of a (suspected) personal data breach related to the personal data received from Bolt or an incident that is likely to escalate into a personal data breach, the Partner shall immediately notify Bolt thereof.
- 4.2. The Partner shall send the notification to Bolt immediately, but no later than within 24 hours of learning about the data breach.
- 4.3. The notification shall be sent to privacy@bolt.eu
- 5. LIABILITY AND COMPENSATION FOR DAMAGE**
- 2.8. Bolt ima pravo u bilo kojem trenutku provjeriti Partnerovo izvršavanje Ugovora o obradi podataka.
- 3. PRAVA ISPITANIKA**
- 3.1. Obje ugovorne strane će osigurati da postupci obrade osobnih podataka budu izvršeni na zakonit način.
- 3.2. Partner će jamčiti da tijekom obrade osobnih podataka sva prava ispitanika sukladno GDPR-u budu zajamčena ispitanicima, uključujući, ali ne ograničavajući se na, sljedeća prava:
- 3.2.1. pravo pristupa u skladu s GDPR-om Članak 15.,
- 3.2.2. pravo na ispravak u skladu s GDPR-om Članak 16.,
- 3.2.3. pravo na brisanje („pravo da bude zaboravljen“) u skladu s GDPR-om Članak 17.
- 3.2.4. pravo na ograničavanje obrade u skladu s GDPR-om Članak 18.,
- 3.2.5. pravo na prenosivost podataka u skladu s GDPR-om Članak 20.
- 4. POVREDA OSOBNIH PODATAKA**
- 4.1. U slučaju (sumnje na povredu) povrede osobnih podataka u vezi s osobnim podacima primljenima od Bolta ili slučaja koji bi mogao prerasti u povredu osobnih podataka, Partner će o tome odmah obavijestiti Bolt.
- 4.2. Partner će Boltu odmah poslati obavijesti, ali najkasnije u roku od 24 sata od saznanja za povredu podataka.
- 4.3. Obavijest će biti poslana na adresu privacy@bolt.eu
- 5. ODGOVORNOST I NAKNADA ŠTETE**
- 5.1. Partner preuzima punu odgovornost i obešteti će i osloboditi Bolt od bilo kakve i svake odgovornosti, štete, upravne kazne ili drugih potraživanja koja terete Bolt ili koja bilo koja osoba istakne protiv Bolta u odnosu na Partnerovo kršenje

5.1. Partner shall assume full liability and indemnify and hold harmless Bolt for any and all liability, damage, administrative fines or any other claims created for Bolt or which any person submits against Bolt with regard to the Partner's violation of the Data Processing Agreement or requirements of the applicable law.

5.2. In case of a violation of any condition of the Data Processing Agreement or a requirement under the applicable law, the Partner shall compensate Bolt in full for any damage caused directly or indirectly by the violation, including legal expenses associated with the violation.

5.3. The Partner shall immediately notify Bolt if any claim or administrative fine is submitted against the Partner in relation to the Data Processing Agreement. The notification shall be sent to privacy@bolt.eu

6. FINAL PROVISIONS

6.1. The Data Processing Agreement shall be valid during the term of the Agreement.

6.2. The Data Processing Agreement shall be governed by the laws of the Republic of Estonia.

PART 2

Data processing principles:

1. Purpose limitation: Personal data may be processed and used only for purposes described in Part 3.
2. Data quality and proportionality: Personal data must be accurate, adequate, relevant and, where necessary, kept up to date.
3. Transparency: Data subjects must be provided with information about their collected personal data to ensure fair processing (information about the purposes of processing and transfer).
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are

Ugovora o obradi podataka ili propisa mjerodavnog prava.

5.2. U slučaju kršenja bilo kojeg uvjeta iz Ugovora o obradi podataka ili propisa iz mjerodavnog prava Partner će naknaditi Boltu u cijelosti svaku štetu koja nastane izravno ili neizravno kršenjem, uključujući pravne troškove povezane s kršenjem.

5.3. Partner će odmah obavijestiti Bolt o svakom potraživanju ili upravnoj kazni koja bude istaknuta protiv Partnera u vezi s Ugovorom o obradi podataka. Obavijest će biti poslana na adresu privacy@bolt.eu

6. ZAVRŠNE ODREDBE

6.1. Ugovor o obradi podataka vrijedi tijekom trajanja Ugovora.

6.2. Ugovor o obradi podataka podliježe zakonima Republike Estonije.

DIO 2.

Načela obrade podataka:

1. Ograničenje svrhe: Osobni podaci smiju se obrađivati i koristiti isključivo u svrhe koje su opisane u Dijelu 3.
2. Kakvoća i proporcionalnost podataka: Osobni podaci moraju biti točni, prikladni, relevantni i, gdje je potrebno, ažurirani.
3. Transparentnost: Ispitanici moraju primiti informacije o njihovim prikupljenim osobnim podacima kako bi se osigurala poštena obrada (informacije o svrhama obrade i prijenosu).
4. Sigurnost i povjerljivost podataka: Voditelj zbirke osobnih podataka mora poduzeti tehničke i organizacijske sigurnosne mjere koje su prikladne rizicima, poput onih protiv slučajnog ili nezakonitog uništenja, neovlaštenog ustupanja ili pristupa.
5. Prava na pristup, ispravak, brisanje i prigovor: Ispitanicima moraju biti

appropriate to the risks, such as against accidental or unlawful destruction, unauthorised disclosure or access.

5. Rights of access, rectification, deletion and objection: The data subjects must be provided with the personal information about them that the data controller holds. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles.

PART 3

1. Data subjects

Natural persons using the Bolt Food Platform (Clients) and natural persons providing the delivery service (Couriers).

2. Purpose of data processing

Enabling the data subjects to use the Bolt Food Platform for ordering Goods from Partner(s) (data importers) and arranging the delivery of the Order using Couriers.

3. Categories of personal data

Following data disclosed by the data subject via Bolt Food Platform:

- 3.1 The Client's first name and the initial of last name;
- 3.2 The Client's phone number;
- 3.3 The Client's Order and information related to the Order (special requests regarding ordered Goods, etc);
- 3.4 The Courier's first name and initial of last name;
- 3.5 The Courier's phone number.

4. Processing period

The data importer (Partner) agrees to delete or destroy the personal data about each data subject received from the data exporter (Bolt) within 30 days after the fulfilment of each Order, unless the data

dostavljeni osobni podaci o njima koje ima voditelj zbirke osobnih podataka. Ispitanicima mora biti omogućen ispravak, izmjena ili brisanje osobnih podataka kada su netočni ili se obrađuju suprotno načelima.

DIO 3.

1. Ispitanici

Fizičke osobe koje koriste Bolt Food platformu (Klijenti) i fizičke osobe koje pružaju uslugu dostave (Dostavljači)

2. Svrha obrade podataka

Omogućavanje ispitanicima da koriste Bolt Food platformu za naručivanje Robe od Partnera (uvoznici podataka) i dogovaranje dostave Narudžbe korištenjem Dostavljača.

3. Kategorije osobnih podataka

Sljedeći podaci koji se ustupe o ispitaniku putem Bolt Food platforme:

- 3.1 ime i prvo slovo prezimena Klijenta;
- 3.2 broj telefona Klijenta
- 3.3 klijentova narudžba i podaci u vezi s Narudžbom (posebni zahtjevi u vezi s naručenom Robom itd.);
- 3.4 ime i prvo slovo prezimena Dostavljača;
- 3.5 telefonski broj Dostavljača.

4. Razdoblje obrade

Uvoznik podataka (Partner) suglasan je izbrisati ili uništiti osobne podatke o svakom ispitaniku koje primi od izvoznika podataka (Bolta) u roku od 30 dana nakon izvršenja svake Narudžbe, osim ako je ispitanik posebno ovlastio uvoznika podataka (Partnera) na daljnju obradu.

5. Primatelji

Osobni podaci su dostupni Dostavljačima putem Bolt Food platforme.

6. Osjetljivi podaci

subject has separately authorized the data importer (Partner) to further processing.

Nema prijenosa nikakvih osjetljivih osobnih podataka.

5. Recipients

Personal data is made available via Bolt Food Platform to the Couriers.

6. Sensitive data

No sensitive personal data is transferred.