

Date of entry into force of these T&C: 26.08.2024

These General Terms and Conditions ("T&C") set out the terms and conditions applying to and governing the usage of the Bolt App - technology which connects passengers, Fleet Partners and Drivers offering taxi services and helps to move around cities more efficiently.

Bolt Taxi Austria (also referred to as "us" or "we") - Bolt ATX GmbH, a registered company under the laws of Austria, registered with the Commercial Court of Vienna, with the registration code: FN 483139 z, EU VAT no. ATU72839057, Professional Representation: Austrian Federal Economic Chamber, Authority according to ECG (E-Commerce Law) Magistratisches Bezirksamt of the III. district. and located in Praterstraße 1 / Space 11 1020 Vienna. (GISA registration numbers: 30263260, 31605038, 31605090) (hereinafter also referred to as "*Bolt Taxi Austria*").

Bolt Head Office - Bolt Operations OÜ (Vana-Lõuna tn 15, Tallinn, Harju county 10135, Estonia, company code 14532901, EU VAT no. EE101721521).

Bolt Partners - local representatives, local branches, agents appointed or mandated by Bolt Head Office or by Bolt Taxi Austria.

Fleet Partner - the company/sole trader that, on the basis of an appropriate trade license, provides the Taxi Service via its Drivers and vehicles.

Driver - the person, employed by or operating on behalf of the Fleet Partner, using the vehicle and licensed to provide taxi services.

Passenger (also referred to as "*you*" or "*your*") - a person requesting Taxi Service by using Bolt App.

Taxi Service - the taxi service / transportation by motor vehicle a Fleet Partner, by way of its Driver, is executing towards the Passenger in compliance with applicable law.

Fare - the taxi tariff fee you have to pay for the Taxi Service to the Fleet Partner, as prescribed by applicable laws.

Bolt App - a smartphone application intended for Passengers to request and receive, among other things, Taxi Service.

Bolt Platform - the ecosystem based on the Bolt apps, and other Bolt software, and web portals, including the software, apps and portals themselves and the various functionalities provided thereby which is a foundation for connecting Passengers with Fleet Partners/Drivers to help them move around cities more efficiently.

In-App Payment - cards, carrier billing and other payment methods used by the Passenger via the Bolt Apps to pay for the Taxi Services.

In order to use Bolt App, you must agree to the terms and conditions that are set out below. By registering the user account, you acknowledge to have read, understood and accepted these T&C.

1. Using the Bolt App

1.1 Taxi Services are provided by Fleet Partners, through the Drivers on the basis of a contract with you for the carriage of passengers ("*Transportation Contract*"). Fleet Partners / Drivers provide Taxi Services on an independent basis as economic and professional carriers. Please note that all disputes arising from or in connection with the Transportation Contract will be resolved between you and Fleet Partners / Drivers as may be the case. The Transportation Contract enters into force with the acceptance of your order by the Fleet Partner/Driver via Bolt App according to the agreement between you and the Fleet Partner/Driver.

1.2 Data regarding the Fleet Partners, the Drivers and their Taxi Service is available in the Bolt App, and the receipts for In-App Payments are sent to the email address listed in Passenger's profile.

1.3 When using the Bolt App, you can choose whether to pay directly to the Fleet Partner / Driver for the Taxi Service (in cash) or use in-App Payment. Payments for Bolt Business rides are handled by a separate agreement for Business journeys. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, without limitation, tolls, and/or surcharges including a booking fee and cancellation fee, municipal tolls, airport surcharges or processing fees for split payments as per applicable laws.

1.4 The use of Bolt App requires the installation of the mobile application, the registration of a user account and the acceptance of these T&C. During the installation of the Bolt App, the Passenger's mobile number is linked to the respective Bolt user account and added to our database. If you are no longer using this mobile number, you must notify Bolt Taxi Austria within seven (7) days so we can anonymize your account data. If you do not notify us about any change to your number, your mobile operator might assign your previous mobile number to another person who will later be able to see your data by using the Bolt App.

1.5 Rooting, jailbreaking or modifying your mobile device at a hardware or operating system level in any manner which is against the manufacturer's instructions makes the device susceptible to mobile threats. You acknowledge that neither Bolt Taxi Austria, nor Bolt Head Office, nor Bolt Partners are liable for any losses in connection with the use of such a modified mobile device, and that neither Bolt Taxi Austria, nor Bolt Head Office, nor Bolt Partners have any obligation to support the use of such a device.

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

1.7 You must be at least 18 years old to obtain access to the Bolt App, including to accept these T&C. In addition, you must ensure that the persons using Taxi Services via Bolt App on your behalf are at least 18 years old. The Fleet Partner or Driver acting on its behalf is entitled to refuse the service to the Passenger or any other person using services on Passenger's behalf that is unable to prove that he or she is at least 18 years old.

1.8 If any of the activities the Passenger pursues via the Bolt Platform or if any of the information the Passengers provide to Bolt Taxi Austria and / or Bolt Platform is deemed to be illegal content under applicable laws or otherwise contravenes these T&C, Bolt Taxi Austria reserves the right to:

- (i) remove, disable access or demote such content,
- (ii) suspend, terminate or restrict any monetary payment due to you,
- (iii) suspend or terminate the information society service in whole or in part, and
- (iv) suspend or close your Bolt App account.

2. Promotional Codes

2.1 Bolt Taxi Austria may initiate promotional initiatives on a per promotion basis. Promotional code credit can be applied towards payment on completion of a ride and is subject to any additional terms that are established on a per promotional code basis. The Fleet Partner will be compensated the full amount of the Fare as Bolt will pay the difference on your behalf. Expiration dates of promotional codes will be reflected in-app once you have applied the promotional 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 the 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. In-App Payment

3.1 You can pay for the Fare for the Taxi Services with a card, mobile carrier billing and other payment methods (e.g.: Bolt Business), including In-App Payment, which require prior activation in the Bolt App. Your payment obligation towards the Fleet Partners is fulfilled when the payment order is given to transfer funds for the Fare to the dedicated bank account. You, as a Passenger are liable for ensuring that the payment takes place and ensuring that sufficient funds are available.

3.2 When making payments by in-App Payment, your payments are received and forwarded to the Fleet Partner, and the amount of the Fare is forwarded to the Fleet Partner. Bolt Taxi Austria may ask additional data from you to verify payment methods.

3.3 When making payments by in-App Payment for Taxi Services, neither Bolt Taxi Austria nor Bolt Head Office are liable for possible third-party payment costs (mobile operators, bank fees etc). These service providers may charge you additional fees when processing payments in connection with the in-App Payment. Neither Bolt Taxi Austria nor Bolt Head Office are responsible for any such fees and disclaim 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 those terms and conditions before using your payment method.

3.4 Bolt Taxi Austria will provide support in resolving problems related to the functioning of in-App Payment. The resolution of disputes related to in-App Payment also takes place through us. For payment support service please contact: austria@bolt.eu. Inquiries submitted by e-mail or Bolt App will receive a response within one (1) business day. Bolt Taxi Austria will try to resolve in-App Payment related complaints and applications within two (2) business days. Notwithstanding the processing periods specified herein, neither Bolt Taxi Austria, nor Bolt Head Office nor Bolt Partners shall be held liable if the processing of your complaint takes more than two (2) business days.

4. Ordering and cancelling Taxi Services

4.1 If you order a Taxi Service and the Fleet Partner/Driver has agreed to the request, then the Taxi Service is considered to be ordered, and you will enter into a Transportation Contract with the Fleet Partner. Neither Bolt Taxi Austria nor Bolt Head Office provide Taxi Services and are a party to the Transportation Contract.

4.2 Cancelling the use of an ordered Taxi Service is considered to be the situation where your Taxi Service request was accepted by the Fleet Partner/Driver and you subsequently reject, cancel, or refuse the Taxi Service. When a Taxi Service is cancelled after a certain time period determined in Bolt App, you are required to pay a cancellation fee as per applicable laws.

4.3 If you cancel a Taxi Service request on multiple successive instances within 24 hours we may temporarily block your account as a warning without prior notice. After multiple such warnings, we may suspend your account for a longer period (e.g. 6 months). After that period you can ask to reactivate your account and your application will be reviewed.

4.4 When the Passenger is notified about the arrival of the vehicle to its destination 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 request will be deemed cancelled. Sometimes your request may be cancelled by the Fleet Partner/Driver. Please note that Bolt Taxi Austria or Bolt Head Office are not liable for such situations.

4.5 Once the Driver arrives and a notification is sent that he/she has arrived the Bolt App may begin charging fare on a waiting time basis according to the rates imposed by the law.

4.6 If you have requested Taxi Services using the Bolt App and cause damage to the vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), the Fleet Partner and/or Driver will have the right to require you to pay a contractual penalty of 50.00 (fifty) EUR and require compensation for any damages exceeding the penalty. If you do not pay the penalty and/or compensate for the damage, Bolt Taxi Austria may pursue the claims on behalf of the actual provider of the Taxi Service (Fleet Partner/Driver).

4.7 If you wish to change the destination to which the Driver shall transport you, you have to change the destination within the Bolt App.

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

4.9 To ensure a safe and reliable Bolt Platform for everyone, we may take actions against you, such as suspending you from using the platform for 6 months, under our [Marketplace Conduct Guidelines for Riders](#). By using Bolt App you confirm that you have read the [Marketplace Conduct Guidelines for Riders](#) and agree to comply with them

5. License to use Bolt app

As long as you comply with these T&C, you are granted a royalty free, revocable, non-exclusive, right to access and use the Bolt App in accordance with these T&C, the [Privacy Notice](#) and the applicable app-store terms. You shall not transfer or sub-license the right to access and use of the Bolt App. In the event that your right to use Bolt App is cancelled, the corresponding non-exclusive license will also be cancelled. The license to use and access to the Bolt app is revocable by Bolt Taxi Austria at any time at our sole discretion.

6. Liability

6.1 We cannot guarantee or take any liability for the quality or the absence of defects in the provision of Taxi Services. As the usage of Bolt App for requesting Taxi Services depends on the behaviour of the Fleet Partners and their Drivers, then Bolt Taxi Austria, Bolt Head Office and/or Bolt Partners neither guarantee nor shall be held liable for your requests of Transport Services always being accepted by a Fleet Partner.

6.2 The Bolt App is used as the means for organising the dispatching of Taxi Services in accordance with applicable Austrian laws.

6.3 The consumer's right to refund is not applied to Bolt App orders. Requesting a refund for the Taxi Service does not withdraw you from this agreement in the course of which the provision of the Taxi Service was ordered.

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

6.5 Bolt Taxi Austria, Bolt Head Office, Bolt Partners, their affiliate companies, business partners, their representatives, directors and/or employees are not liable for any loss or damage that you may incur as a result of using Bolt App or relying on the journey contracted for through the Bolt App, including but not limited to: any direct or indirect property damage or monetary loss; loss of profit; loss of business, contracts, goodwill, reputation and any loss that may arise from interruption of the business; loss or inaccuracy of data; and any other type of loss or damage.

6.6 The financial liability of Bolt Taxi Austria, Bolt Head Office and/or Bolt Partners in connection with a breach of these T&C will be limited to 50.00 (fifty) euros per passenger. You will have the right to claim for damages only if Bolt Taxi Austria, Bolt Head Office and/or Bolt Partners have deliberately with gross negligence violated the T&C. Bolt Taxi Austria, Bolt Head Office and/or Bolt Partners will not be liable either for the actions / omissions of the Fleet Partner / Driver or for damages that are caused to the Passengers.

6.7 You agree to fully indemnify and hold Bolt Taxi Austria, Bolt Head Office and Bolt Partners, its affiliate companies, business partners, their 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 Taxi Austria may immediately end your use of the Bolt App if you breach these T&C or we consider it necessary to protect the integrity of Bolt Taxi Austria, Bolt Head Office, Bolt Partners and/or their affiliate companies, business partners or the safety of Drivers.

6.9 Bolt Taxi Austria shall not be liable to issue invoices. The invoice for the provision of Taxi Services will be sent to the email or delivered in person upon conclusion of a ride in case of cash payment, upon request of the Passenger, by the Fleet Partner / Driver.

6.10 Bolt Taxi Austria is entitled to suspend, for a reasonable period of time and after having issued a prior warning, the processing of notices and complaints submitted through the internal complaint-handling system by Passengers that frequently submit notices or complaints that are manifestly unfounded. While assessing the circumstances for the suspension, Bolt Taxi Austria considers the following:

- (a) the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a month; and
- (b) the relative proportion of notices and complaints in relation to the total number of items of information provided or notices submitted within a month; and
- (c) the gravity of the misuse of the notice action mechanisms; and
- (d) (if applicable) the intention of the complainant for submitting manifestly unfounded complaints.

7. Good practice using the Bolt app

7.1 Neither Bolt Taxi Austria nor Bolt Head Office are a provider of the Taxi Services. Any issues with defects or quality of the Taxi Services will be resolved in accordance with the rules and regulations of the respective Transportation Contract and by the relevant public authority. We can support the Passengers in settling any dispute with the Fleet Partner / Driver in an amicable way.

7.2 We ask you to fill out a feedback form in the Bolt App. This enables us to offer suggestions to the Fleet Partners and their Drivers for improving the quality of their service.

7.3 We expect you to use the Bolt App in good faith and be respectful of the Fleet Partners / Drivers who offer or actually provide their Taxi Services through the Bolt App. In addition to any other rights we may have to take actions against you under these T&C and our Bolt [Marketplace Conduct Guidelines for Riders](#), Bolt Taxi Austria retains the right to close your account if you have violated the terms set out in these T&C or if your activities are malicious, i.e. withholding payment for the provision of the Taxi Service, fraud, being disrespectful towards the Drivers, etc. In these cases, your Bolt App account may be blocked/deleted without prior notice.

7.4 Bolt Taxi Austria will make every effort to ensure that only duly licensed Fleet Partners and their Drivers, who have integrity and are respectful of their profession and passengers, use the Bolt App. However, we are not in the position to guarantee that every Fleet Partner / Driver available in Bolt App satisfies the aforementioned criteria and the applicable legal provisions, at all times. If you experience objectionable Taxi Service, please notify us or our customer support.

7.5. To ensure safety of the Bolt Platform for all users, Bolt Taxi Austria may ask the Passenger to verify their identity. If Bolt Taxi Austria will not be able to verify the identity of the Passenger, the Taxi Service may be suspended for the Passenger until the verification process is completed.

8. Personal Data

By opening a Bolt App account, the Passenger agrees to your personal data being processed in accordance with the Privacy Notice available at <https://bolt.eu/de-at/privacy/privacy-for-riders/?category=rides>.

9. Amendments to the T&C

If any substantial amendments are made to these T&C, then you will be notified by e-mail or Bolt App notifications. Changes to these T&C will be made available to you no later than fifteen days before the proposed effective date. If you continue using the Bolt App, you will be deemed to accept the amendments.

10. Final Provisions

10.1 These T&C will be governed by, and construed and enforced in accordance with the laws of Austria. If the respective dispute resulting from these T&C cannot be settled by negotiations, then the dispute will be finally solved in the Courts of Vienna. If any provision of the T&C 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. If one of the provisions of these T&C is or becomes invalid, the validity of the other provisions shall not be affected.

10.2 These T&C apply for using Taxi Services via the Bolt App in the territory of Austria, if you wish to use the Bolt App outside of Austria, please refer to the general terms and conditions and privacy policy of that other country, available at: <https://bolt.eu/en/legal/> and <https://bolt.eu/en/privacy/> respectively.

10.3 Any complaints and reclamations can be sent to our support team at the following e-mail address: austria@bolt.eu.