

These Terms and Conditions apply to the use of Bolt Business.
Effective from 17.07.2020

1. Definitions

1.1. **Bolt Austria** – Bolt ATX GmbH, a private limited company incorporated and registered under the laws of Republic of Austria with registration code FN 483139z, registered office Bolt ATX GmbH, Praterstraße 1 / Space 11, 1020 Wien. 1.2. **Bolt OÜ** – Bolt Technology OÜ, a private limited company incorporated and registered under the laws of Estonia with registration code 12417834, registered office Vana-Lõuna tn 15, Tallinn 10134, Estonia; 1.3. **Bolt App** – a smartphone application used to access Bolt services. 1.4. **Bolt Business** – services directed to business customers for the management of and payment of the rides taken by Passengers authorized by the Customer. 1.5. **Business Portal** – gateway to use Bolt Business accessible via Bolt webpage at <http://business.bolt.eu> 1.6. **Business Account** – Customer's account that enables the use of Bolt Business (e.g. allows Customer to register Passengers to Business Account and to pay for the usage of Bolt Business); 1.7. **Ride Booker** – a special purpose Bolt Business platform which enables Customers to request transportation services for a Ride Booker Passenger. 1.8. **Customer** – the person identified as customer on the sign-up page of the Business Portal and who is using the Business Account. 1.9. **Fleet Partner** – business partner of Bolt Austria who manages a fleet of vehicles, contracts Drivers and provides autonomously and from time to time the passenger transportation service towards the User. 1.10. **Passenger** – a person using Bolt App for requesting transportation services from the Fleet Partners. 1.11. **Ride Booker Passenger** – a person requesting transportation services without using Bolt App. Any references in the Agreement to Passenger including Ride Booker Passenger unless specifically stated otherwise. 1.12. **User** – a Passenger who is registered by the Customer under its Business Account and is thereby authorised to use Bolt Business in the limits set by Customer and within these terms and conditions. 1.13. **Administrator** – an individual appointed by the Customer to administer the Business Account, i.e register and remove Users, view and edit User's information, administer User groups and their rights. 1.14. **Driver** – person who provides transportation services on behalf of the Fleet Partner, whose services are brokered through Bolt App or Ride Booker. 1.15. **Agreement** – this Agreement between Customer and Bolt Austria which consists of: 1.15.1. these Terms and Conditions; 1.15.2. special terms displayed in Business Portal and/or Bolt App, e.g regarding price info or payment methods, user manuals, service descriptions; and 1.15.3. other terms referred to in this Agreement, including Bolt Terms and Conditions for Passengers (available at <https://bolt.eu/legal/>) as may be amended from time to time, applicable promo code terms and instructions or rules for use of e-scooters or other vehicles. 1.16. **Fare** – the tariff the User is obliged to pay to the Fleet Partner / Driver for the transportation service. 1.17. **Service Fee** – the fee for Customer's use of Bolt Business amounting up to 10% per Fare. 1.18. **Payment Agent** – Bolt OÜ, the agent responsible for the technical support services for the provision of payment services to facilitate payments and/or invoicing on behalf of Bolt Austria.

2. Set-up and administration of the Business Account

Set-up of Business Account

2.1. Prior to using Bolt Business the Customer must sign up for a Business Account by providing the requested information in the Business Portal. The Customer warrants that the

individual clicking to accept these Terms & Conditions is authorised to bind the Customer to this Agreement. 2.2. The Administrator of the Business Account hereby allows the Customer to register Passengers as Users, and thereby authorises Users to make use of Bolt Business in the limits set by the Customer and these terms and conditions. 2.3. The Customer acknowledges and agrees that only Passengers meeting the following criteria are eligible to use Bolt Business as Users: 2.3.1. Passenger has an active personal Bolt Account (not applicable for a Ride Booker Passenger); 2.3.2. Passenger has confirmed the mobile number provided during the registration process; and 2.3.3. Personal Bolt account of the Passenger has not been blocked, suspended or terminated due to violation of Bolt Terms and Conditions for Passengers. 2.4. In order to register a Passenger as a User, the Customer shall upload the required Passenger information to the Business Portal. 2.5. The Passengers invited to use Bolt Business shall be linked automatically with the Business Account for Customer Payments, and be provided the option to settle Fares either through the Passenger's personal account or Customer's Business Account on a ride by ride basis. 2.6. Upon successful registration, the Customer is provided with a unique master-username and master-password to access its Business Account via Business Portal. 2.7. Customer shall appoint one or more Administrator(s) who access Business Account and Business Portal with personal administrator-username(s) and administrator-password(s). Personal data processing 2.8. Bolt Austria, Bolt OÜ and Customer remain separate data controllers regarding any personal data processed under this Agreement pursuant to regulation (EU) 2016/679 of the European Parliament and of the Council of the 27th of April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (also "GDPR"). Bolt Austria, Bolt OÜ and the Customer shall thereby: 2.8.1. adhere to all the applicable data protection laws, including application of proper technical and organizational data protection measures. Bolt Austria and Bolt OÜ process personal data as described in the Privacy Policy for Passengers (accessible at <https://bolt.eu/en/legal/>) considering the relevant laws; 2.8.2. inform each other immediately about any data processing incidents or breaches related in performing this Agreement; 2.8.3. reasonably assist each other in responding to the requests of data subjects (under GDPR) and authorized public authorities. 2.9. Customer agrees to have a relevant legal basis to process personal data, and if so required by the applicable data protection laws, acquire consent from each Passenger to: 2.9.1. inform each respective Passenger that it has requested Bolt Austria to contact such Passenger in connection with registration of the Passenger as a User, and that such registration may be followed by direct electronic marketing messages associated with the Business Account, including promo codes and bonuses (direct marketing initiatives not applicable to Ride Booker Passengers); 2.9.2. notify each respective Passenger that linking of Passenger's personal Bolt account with Business Account shall provide Customer with the access to detailed trip information about the rides charged to Business Account. 2.9.3. receive messages and other communication from Bolt Austria in order to provide Bolt Business.

3. Rules of use of Bolt Business

3.1. The Customer is responsible for providing only accurate and complete information, and for keeping such information updated at all times. 3.2. The Customer agrees to immediately inform Bolt Austria of any changes relating to the Customer's elected payment method linked to the Business Account that may impair Bolt Austria's ability to charge the Customer pursuant to this Agreement. 3.3. The Customer shall limit access to the Business Portal only to authorised Administrators who may not share or transfer their access privileges to any third person. The

Customer shall be responsible for all activity that occurs under its credentials. 3.4. Subject to the Customer's compliance with this Agreement, the Customer is granted a royalty free, revocable, non-exclusive, non-transferable, non-assignable license, without right to sublicense, to access and use the Business Portal in accordance with and throughout the term of the Agreement. 3.5. Upon becoming aware of the loss or theft of the mobile device of the User, the Customer shall immediately deactivate the relevant phone number of such device in the Business Portal. 3.6. The Customer uses Bolt Business solely for legitimate business purposes in accordance with the Agreement and shall not use Bolt Business for unauthorized or unlawful purposes nor impair the proper operation of Bolt Business. 3.7. In the event that a User's personal account is suspended or terminated, such User's access to the Business Account shall also be suspended. 3.8. The right to add, remove and update features and functionality of Bolt Business is reserved at any time including to offer discounts to Passengers based on their rides made. 3.9. The Customer shall not itself, and shall not authorise third persons to:

- 3.9.1. decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms related to Bolt Business;
- 3.9.2. misuse Business Portal by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the use of Bolt Business in any way;
- 3.9.3. circumvent, disable or otherwise interfere with any security related features of Business Portal;
- 3.9.4. advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;
- 3.9.5. collect any data from Business Portal other than in accordance with the Agreement;
- 3.9.6. submit or contribute any content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;
- 3.9.7. submit or contribute any content that Customer/User does not own or has no right to use or otherwise infringe the copyright, trademark or other rights of third parties;
- 3.9.8. use content in violation of any licensing terms specified by the owner;
- 3.9.9. submit or contribute any information or commentary about another person to Business Portal without that person's permission;
- 3.9.10. threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety, or harass, upset, embarrass, alarm or annoy any other person; or
- 3.9.11. use any automated system, including without limitation 'robots', 'bots', 'spiders' or 'offline readers' to access Business Portal in a manner that sends more request messages to the Business Portal than a human can reasonably produce in the same period of time;
- 3.9.12. upcharge, increase or otherwise modify or manipulate Fares as calculated through Bolt App;
- 3.9.13. impose any additional fees or charges on User, except for Ride Booker Passenger, related to the use of Bolt Business.

3.10. The Parties shall keep confidential any business, technical or financial information, including the terms and conditions of the Agreement, received from the other party in connection with the Agreement, unless:

- 3.10.1. the disclosing party permits in writing the requested disclosure of particular information;
- 3.10.2. such information is already public;
- 3.10.3. receiving party shall use confidential information solely for the purposes permitted under Agreement;
- 3.10.4. the receiving party receives an administrative or judicial order, or any other request for disclosure of any confidential information, if the receiving party provided disclosing party written notice of such request allowing the disclosing party to assert any available defences to disclosure.

3.11. The receiving party shall protect the disclosing party's confidential information in the same manner as it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

4. Payments & refunds

General

4.1. The Customer shall select a method of payment for its Business Account from the list of available payment methods provided in the Business Portal, which may include e.g. direct, prepaid and postpaid payments. 4.2. Bolt Austria reserves the right to remove or amend the available payment methods at its sole discretion. 4.3. The Customer shall be liable to Bolt Austria for the payment of all Fares, along with the Service Fee, incurred by Users under the Business Account option, regardless of whether the User had the authorisation of the Customer to incur such cost, as it is the Customer's sole responsibility to provide such an advance authorization to the User. 4.4. The Customer agrees to pay any fines, fees, penalties, and any other charges and costs incurred, that result from the User cancelling a ride, the User's use of any vehicle, User's parking any vehicle improperly, or as a result of User violating any other law, rule, regulation, or ordinance while using Bolt Business. The Customer authorises Bolt Austria to deduct such amounts from the Customer's credit card automatically (if providing credit card is required for the respective payment method) or charge/invoice the Customer respectively in case of other payment options. 4.5. If the Customer disputes any transactions charged to the Customer's elected payment method, the Customer must contact Bolt Austria within 10 business days from the date of the said transaction, following which such a dispute shall not be deemed valid. 4.6. The Customer agrees that payments made to Bolt Austria may be facilitated by the Payment Agent, which has been appointed to respond to any complaints and settle any disputes in relation to payments. The Customer agrees to discuss any complaints with the Payment Agent directly. 4.7. All payments are non-refundable except as may be expressly provided otherwise herein or imposed by applicable laws. Refunds shall be made to Business Account as credit which can be used for the payment of future Fares. 4.8. An account statement showing rides per country shall be made available to the Customer. Invoices are available for the Customer to view and download in the Business Portal.

Direct payments

4.9. During the term of this Agreement, the Customer shall provide and maintain one or more valid credit card(s) linked with Business Account to allow Bolt Austria to charge any payments associated with the use of Bolt Business as set forth in this Agreement. 4.10. After the User has requested a ride, the Customer's credit card is being automatically charged an amount which equals the Fare due for the User's respective ride along with the Service Fee which is charged monthly. 4.11. If automatic charge from the credit card fails, the request for the ride shall be rejected and User will be required to choose an alternative payment method available in the Bolt App. The Customer remains liable for the payment obligation also in the event where the rejection of the ride failed regardless of the circumstances that normally trigger such rejection. 4.12. All payments, including the Service Fee, shall be processed in the local currency applicable in the country of the User's given ride. 4.13. The Customer's bank may impose additional charges for the Customer's use of the credit card which is neither included in the Fare nor in the Service Fee and will hence be charged separately.

Prepayments

4.14. After the User has requested a ride, charges will automatically be deducted from the Customer's balance in an amount which equals to the Fare due for the User's respective ride along with Service Fee. 4.15. The Customer will be precluded from making further order requests through the Bolt App if the Customer has spent the prepaid balance. In such cases, the User is required to choose an alternative payment method available in Bolt App. Customer remains liable for the payment obligation also in the event where the preclusion of the ride failed regardless of the circumstances that normally trigger such a preclusion. 4.16. All payments, including Service Fee, will be processed in the local currency applicable in the country of the

User's given ride.

Postpayments

4.17. Bolt Austria may, in its sole discretion, offer a credit limit, inclusive of a Service Fee, to Customer. 4.18. The Customer will be precluded from making further order requests through the Bolt App if the Customer has spent the credit limit. In such cases, the User shall be required to choose an alternative payment method available in Bolt App. The Customer remains liable for the payment obligation also in the event where the rejection of the ride failed regardless of the circumstances that normally trigger such rejection. 4.19. A monthly account statement is submitted to the Customer for the Service Fee and for the rides made by Users under the Business Account during the previous calendar month (cf. Fares) and the account statement shall be made available to the Customer by the 14th day of the following calendar month in the Business Portal. 4.20. The Customer shall make the payment according to the account statement within 15 days from the date of the account statement. If the payment has not been received by the due date all requests for rides of Users shall be rejected. 4.21. In case the Customer fails to make any payment by the due date according to the account statement, it shall be liable to pay 0,5% interest per day from the total amount that is overdue. The Customer is liable to compensate 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. 4.22. The account statement shall be provided in the currency applicable to the Customer's primary address. The relevant exchange rate shall be applicable for Fares with Service fee regarding rides taken in geographies with other currencies.

5. Liability

5.1. Bolt Austria, or Bolt OÜ, do not provide direct passenger transport services and shall not take any responsibility for the quality or the absence of defects in the provision of transport services by the Fleet Partners / Drivers. As the provision and availability of transport services depends on Drivers, Bolt Austria or Bolt OÜ cannot and do not guarantee that the availability of the Fleet Partners / Drivers meets the needs of the Users. 5.2. Bolt Business is provided on an "as is" and "as available" basis. Bolt Austria and Bolt OÜ do not guarantee that access to Bolt Business shall be uninterrupted or error free. 5.3. Bolt Austria and Bolt OÜ are not liable for any loss or damage that Customer or User may incur as a result of using Bolt Business, unless provided otherwise by law. Any financial liability of Bolt Austria or Bolt OÜ shall be limited to 500 euros. Bolt Austria and Bolt OÜ shall not be liable for the actions, errors or omissions of the Fleet Partners / Drivers. 5.4. Bolt Austria and Bolt OÜ shall not be liable towards the Customer or User or any other party for any costs, losses or damages caused due to inaccurate or incomplete data provided by Customer. 5.5. Failure to comply with the rules stipulated in this Agreement constitutes a serious breach, and provides Bolt Austria with the right (with or without notice): 5.5.1. to immediately, temporarily, or permanently terminate Customer's or its User's right to use Business Account and, where relevant, Bolt App, and 5.5.2. to apply and seek any other remedies available pursuant to the Agreement and applicable law. 5.6. Customer is liable for all the activities of Administrators and Users. Customer shall be responsible also for Fares incurred in the course of unauthorised, fraudulent or other unlawful activity connected to the User's use of Bolt Business. Customer shall notify Bolt Austria promptly upon discovery of any such unauthorised, fraudulent or unpermitted activity. 5.7. If a User no longer qualifies for the use of Bolt Business, it is the sole responsibility of the Customer to remove that individual from

the list of Users under its Business Account. Customer remains liable for any fees incurred by the Passenger under Business Account before the moment of removal of such Passenger from the list of Users. 5.8. Neither party may use or reference the other party's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of such other party in each instance. 5.9. Non-performance of either party under the Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party.

6. Term and termination

6.1. The Agreement becomes effective from the moment of successful processing of the Customer's signup application and remains in effect until terminated in accordance with the provisions of the Agreement. 6.2. Customer may terminate this Agreement at any time and for any reason by notifying in writing Bolt Austria at least 7 days in advance. 6.3. Bolt Austria may terminate this Agreement at any time and for any reason by notifying Customer at least 3 day in advance. 6.4. All outstanding payment obligations, as well as obligations arising out of liability and confidentiality provisions of this Agreement shall survive the termination of this Agreement. 6.5. Bolt Austria is entitled to terminate this Agreement and block the Customer's access to the Business Portal without prior notice in all those cases where the Customer breaches this Agreement, any applicable laws or regulations, or harms 'Bolt's brand, reputation or business. 6.6. Bolt Austria may also immediately block the Customer's access to the Business Portal in the course of internal investigations, if Bolt Austria suspects an infringement of the Agreement or the presence of any fraudulent activity associated with the Customer's Business Account.

7. Final provisions

7.1. Any notice under the Agreement shall be sufficiently given if delivered and deemed to have been received: 7.1.1. if delivered personally, at the time of delivery to the party; 7.1.2. if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party; 7.1.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party; 7.1.4. if made available via the Business Portal, or if sent by email, on the day the party receiving the email confirms receiving the respective e-mail or on the 2nd day following the dispatch of the email provided that the sender has not received an error notice (notifying that the email was not delivered to the party). 7.2. Any changes to Agreement shall enter into force after they have been made available to the Customer via the Business Portal or notified to the contact details recorded under its Business Account. Continued use of Bolt Business after such changes shall constitute the implied Company's consent to such changes. 7.3. This Agreement may not be assigned by the Customer, in whole or in part, without the prior written consent of Bolt Austria. Customer may assign Agreement without such consent, but with notice to Bolt Austria, in connection with a merger or a sale of all of the equity or assets of Customer. The Agreement may be assigned to any third party by Bolt Austria, anytime and at Bolt Austria's sole discretion. 7.4. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations and undertakings of whatsoever nature, whether oral or written between

the parties. 7.5. The Agreement shall be governed by and construed and enforced in accordance with the laws of Austria. If a dispute resulting from this Agreement could not be settled by the negotiations, then the dispute shall be finally settled by the Court of Vienna.