

Rules for passengers

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The updated Rules for Passengers: 21.01.2024.

These General Provisions set out the terms and conditions applicable to and governing the use of the Bolt app technology, which connects passengers with drivers to help them move more efficiently around cities. The term "us" or "we" refers to the owner of the Bolt App, Bolt Operations OÜ, a private limited liability company incorporated in the Republic of Estonia (Company registration number 14532901) with registered office at Vana-Lõuna tn 15, Tallinn 10135, as well as the companies and partners of the Bolt Group (local subsidiaries, representatives, affiliates, agents, etc.). A list of Bolt Group companies and partners is available at <https://bolt.eu/cities/>. To use the Bolt app, you must agree to our [Passenger Behaviour Guidelines](#) which form an integral part of these General Terms and Conditions.

1. Use of the Bolt app

1.1. Bolt provides information society services through the Bolt app, which mediates requests for transport services between carriers and passengers. Bolt does not provide carriage services. The carriage services are provided by drivers under a contract (with you) for the carriage of passengers. Drivers provide carriage services independently (either personally or through a company) as economic and professional service providers. Bolt is in no way responsible for the performance of the contract between the passenger (you) and the driver. Disputes arising from consumer rights, legal obligations or the law applicable to the carriage services must be settled between passengers and drivers. Details of the drivers and their carriage services are available on the Bolt app, and invoices for rides are sent to the email address provided in the passenger's profile.

1.2. The passenger (you) enters into a contract with the driver for transport services via the Bolt app. Depending on the payment methods supported at the location of your ride, you can choose to pay the driver for the carriage service or use the Bolt payment via the Bolt app. Payments for Bolt Business Trips are governed by a separate Business Trip Agreement. The fare includes applicable taxes, if required by law. The fare may include other applicable fees, charges and/or surcharges, including booking fees, municipal charges, airport surcharges or shared payment processing fees. 1.3. During the installation of the Bolt app, the passenger's mobile phone number is linked to the corresponding Bolt user account and added to our database. If you no longer use your mobile phone number, you must notify Bolt within 7 days so that we can anonymise your account details. If you do not notify us of a change to your number, your mobile operator may pass the same mobile number to another person who will be able to see your data through the Bolt app.

1.4 Unlocking or modifying the device at hardware or operating system level, contrary to the manufacturer's instructions, makes the device susceptible to mobile threats. You acknowledge that we are not liable for any damages arising from the use of such modified mobile device and that we have no obligation to support the use of such device.

1.5 You may not run or cause any program or script to be run for the purpose of corrupting, indexing, viewing or otherwise obtaining data from any Bolt Mobile Apps and/or Websites, or permit any other party to do so.

1.6 You must be at least 18 years of age to access the Bolt App, including to agree to these General Terms.

1.7. If any of the activities carried out by a passenger using the Bolt Platform or information

provided by passengers on Bolt and/or the Bolt Platform is found to be illegal content under applicable law or otherwise in breach of these General Terms and Conditions, Bolt shall have the right to:

- (i) delete, deny access to or downgrade such content,
- (ii) withhold, suspend or limit any monetary payment due to you from Bolt; (iii) suspend or terminate, in whole or in part, the provision of information society services; and
- (iv) block or close your Bolt account.

2. Discount codes

2.1. Bolt can send you discount codes for each promotion. Discount codes may be applied to payment on completion of a ride or other features or benefits associated with the service and/or Third Party Service and are subject to any additional terms set out for each discount code. The expiry dates of the discount codes will be reflected in the app once you have applied the discount code to your account.

2.2. If the amount of your ride exceeds the discount code credit allocated for your ride, the balance will be automatically deducted using the payment method selected on your account. Also, the discount code credit is only applicable for one trip and cannot be carried over to the next trip and will therefore be forfeited. Only one discount code can be applied per trip.

2.3. Bolt reserves the right to cancel any discount code granted to you at any time, for any reason. This includes, but is not limited to, if Bolt believes that discount codes are being used illegally or fraudulently, if they have been issued in error or if they have expired.

3. Payment in the Bolt app

3.1. Depending on the payment methods supported at the specific location of your ride, you can pay for carriage services using a payment card, mobile operator billing and other payment methods (e.g. Bolt Business, etc.) that require prior activation in the Bolt app. By providing the payment service on the Bolt app, Bolt acts as a commercial agent for transport providers. Each driver has authorised Bolt as a commercial agent to broker contracts between the driver and the passenger, including the power to accept payments from passengers and send them to the driver. Your obligations to the carriage service provider will be discharged at the time the payment order is given to transfer the funds to Bolt's bank account. As a passenger, you are responsible for ensuring that payment is made and that sufficient funds are available.

3.2. When you make a payment with the Bolt payment app, Bolt receives your payments and sends the money to the driver. Bolt may request additional data from you to verify the method of payment.

3.3. If payments for carriage services are made via the Bolt app, Bolt is not responsible for any third party charges (mobile operators, bank charges, etc.). These service providers may charge additional fees when processing payments in connection with a payment in the Bolt app. Bolt is not responsible for such charges and disclaims any liability in this regard. Your payment method may also be subject to additional terms and conditions applied by the relevant third party payment service provider; please check these terms and conditions before using your payment method.

3.4. Bolt will be responsible for the operation of the Bolt in-app payment and will provide support to resolve problems. Disputes related to payments on the Bolt app are also settled through us. For free support on payments in the Bolt app, please contact: riga@bolt.eu. Requests submitted

by email or via the Bolt app will normally be answered within one working day. Bolt will resolve complaints and submissions related to a payment on the Bolt app as quickly as possible.

3.5. The passenger agrees to pay for the carriage service booked on the Bolt app according to the fare indicated on the Bolt app, irrespective of the fixed fare of other devices.

4. Ordering and cancelling carriage services

4.1. If you order a carriage service and the driver has agreed to provide it, the carriage service is deemed to have been ordered. If you intend to carry baggage during your ride, you must comply with the [Baggage Transportation Policy](#), which is an integral part of these General Terms and Conditions.

4.2. Once the driver confirms that he will provide you with a ride, you will enter into a separate contract with the driver to provide the ride on the terms you agree with the driver. Bolt does not provide the rides and is not a party to your contract with the driver.

4.3. Cancellation of a requested carriage service is when the driver has responded to your request and you subsequently reject, cancel or refuse the carriage service. If your request for a carriage service is cancelled after a certain time, you will have to pay a cancellation fee.

4.4. If you cancel a request for carriage services several times in a row within 24 hours, we may temporarily block your account for warning purposes. After several such warnings, we may suspend your account for a longer period (e.g. 6 months). After this time, you could request reactivation of your account and Bolt will consider your request for reactivation.

4.5. If the driver informs the passenger of the arrival of the vehicle at the destination, but the passenger or the persons for whom the transport was ordered do not arrive at the vehicle within the time specified in the Bolt app, the request will be considered cancelled. The driver has the right to cancel the ride after acceptance of the order due to unexpected circumstances (e.g. unexpectedly heavy traffic, technical problems with the car, inability to find the address of call, etc.). Bolt is not responsible for such situations.

4.6. Once the driver has arrived and sent you notification of his arrival, the Bolt app can start charging you for the waiting time at the rates specified in the Bolt app.

4.7. If you have ordered a carriage service using the Bolt app and cause damage to the driver's vehicle or its equipment (including damaging or soiling the vehicle or causing an unpleasant odour in the vehicle), the driver has the right to charge you a fine of €50 and compensation for any damages in excess of the fine. If you do not pay the fine and/or compensation, Bolt may claim the fine and/or compensation on behalf of the carriage service provider.

4.8. Before booking the ride, the passenger is shown the approximate fare for the ride, which is subject to change. In cases of high demand, Bolt can apply increased prices (i.e. dynamic price coefficient). The passenger will be informed of the increased price before booking the ride. More information on the dynamic price coefficient can be found here:

<https://support.taxify.eu/hc/lv/articles/115003390333-Dinamisk%C4%81-Cenu-Veido%C5%A1ana>

4.9. In some cities, the Bolt app may offer a special category of cars for people with special needs. For more information on the availability of these categories in your city, see the Bolt app and website.

4.10. To ensure that everyone can use the Bolt platform safely and securely, we may take action against you, such as suspending your right to use the Bolt platform for 6 months in accordance with our [Passenger Behaviour Guidelines](#). By using the Bolt app, you acknowledge that you have read and agree to comply with the Standards of Conduct for Motorists in a Commercial

Environment.

4.11. The Bolt app can offer you a category of rides. The main criteria for the offer are the price of the ride, the estimated time of arrival of the vehicle and your previous habits regarding the choice of category. You are not obliged to choose the category of travel offered by Bolt.

5. Licence to use the Bolt app

5.1. As long as you comply with these General Terms, we agree to grant you a royalty-free, revocable, non-exclusive right to access and use the Bolt app in accordance with these General Terms, the Privacy Notice and the applicable app store terms. You cannot transfer or sub-license the rights to use the Bolt app. If your right to use the Bolt app is revoked, the corresponding non-exclusive licence will also be revoked.

6. Liability

6.1. As the Bolt app is an information society service (a means of communication) between passengers and drivers, we cannot guarantee or assume liability for the quality of the carriage service or warrant that there will be no deficiencies in its provision. As the use of the Bolt app to request transport services depends on the drivers' actions, Bolt does not guarantee that you will always be able to request transport services via the Bolt app.

6.2. The Bolt app does not offer or mediate carriage services for passengers. It is also not a service of a transport agency to find passengers for transport providers. The Bolt app is used as a tool to organise the provision of carriage services.

6.3. Bolt app orders are not subject to the consumer's right to a refund if the consumer's request for a refund is unjustified. Claiming a refund from the transport provider does not release you from the contract under which the carriage service was ordered.

6.4. The Bolt app is provided on an "as is" and "as available" basis. Bolt does not represent, warrant or guarantee that access to the Bolt app will be uninterrupted or error-free. If software bugs occur, we will try to fix them as soon as possible, but please remember that the app may be limited due to occasional technical errors and we cannot guarantee that the app will always work, for example, a national emergency may cause the service to be interrupted.

6.5. Bolt, its representatives, directors and employees shall not be liable for any loss or damage whatsoever arising out of or in connection with the use of or reliance on the Bolt app or any ride contracted for through the Bolt app, including but not limited to any direct or indirect damage to property or loss of money; loss of profits; loss of business, contracts, contacts, goodwill, reputation and any other loss or damage that may result from business interruption; loss or inaccuracy of data and any other loss or damage of any kind.

6.6. Bolt's material liability for breach of contract is limited to EUR 500. You will only be entitled to claim damages if Bolt has knowingly breached the contract. Bolt will not be held liable for any acts or omissions of the driver and will not be held liable for any damages caused by the driver to the passengers.

6.7. You agree to indemnify and hold Bolt, its affiliates, representatives, employees and directors, harmless from and against any claims or damages (including liability, losses, costs and expenses of any kind) arising out of your use of the Bolt app (including any rides you earn using the Bolt app).

6.8. Bolt may immediately terminate your use of the Bolt app if you violate these General Terms or we deem it necessary to protect the integrity of Bolt or the safety of our drivers.

6.9. Bolt is not responsible for the belongings of Bolt users left or lost in the vehicle during the ride. If drivers have found items left or lost by Bolt users and brought them to the Bolt Support Centre, they are stored for 6 months.

6.10 Bolt has the right to suspend, for a reasonable period and with prior notice, the processing of notifications and complaints submitted via the Internal Complaints Handling System by passengers and drivers who frequently submit manifestly unfounded notifications or complaints. When considering suspension, Bolt takes into account:

(a) the absolute number of manifestly unlawful or manifestly unfounded notices or complaints made during the month; and

(b) the relative proportion of notifications and complaints in relation to the total number of information items or notifications submitted during the month; and

(c) the seriousness of the abuse of the alert mechanisms; and

(d) (where applicable) the complainant's deliberate intention to make manifestly unfounded complaints.

7. Best practices for using the Bolt app

7.1. As Bolt is not a provider or intermediary of carriage services, any issues related to deficiencies or quality of carriage services will be resolved in accordance with the rules of the carriage service provider or the relevant national authority.

7.2. We ask you to fill in the feedback form in the Bolt app. This allows us to make suggestions to the drivers on how to improve the quality of their services.

7.3. We expect you to use the Bolt app in good faith and to treat drivers who offer their services through the Bolt app with respect. Bolt reserves the right to terminate your account if you have breached the terms set out in these General Terms and Conditions or if your actions are abusive, i.e. withholding payment for the provision of the carriage service, fraud, disrespectful behaviour towards drivers, etc. In such cases, your Bolt app account may be terminated without prior notice.

7.4. Bolt will do everything possible to ensure that only drivers who are honest and respectful of their profession and passengers use the Bolt app. However, we cannot guarantee that every transport provider available on the Bolt app always meets the above criteria. If you have encountered a carriage service that you have objections to, please inform the company responsible for the service, the supervisory authority or our customer service: riga@bolt.eu.

7.5. We expect you to use the Bolt app in good faith and to treat drivers who offer their services through the Bolt app with respect. In addition to other rights under these General Terms and Conditions and the Standards of Conduct for Motorists in the Commercial Environment, Bolt has the right to terminate your account if you violate the requirements of these General Terms and Conditions or if your conduct is abusive, such as payment for a transport service, detention fraud, disrespect to drivers, etc. In such cases, your Bolt app account may be cancelled without prior notice.

7.6. To ensure the security of the Bolt platform for all users, Bolt may ask the passenger to prove their identity. If Bolt fails to verify the identity of the passenger, Bolt may suspend the provision of the service to the passenger until the verification process is completed.

8. Amendments to the General Terms

8.1. If the General Terms and Conditions are amended in a material way, you will be notified by

email or by notifications in the Bolt app. If you continue to use the Bolt app, you will be deemed to have accepted these changes.

9. Final provisions

9.1. The General Provisions shall be governed by and construed and enforceable in accordance with the laws of the Republic of Estonia. If a dispute arising from the General Terms and Conditions or the Agreement cannot be settled by negotiation, the dispute shall be finally settled by the Harju County Court in Tallinn, Estonia or the courts of Latvia in accordance with the laws of the Republic of Estonia or the Republic of Latvia. If a provision of the General Terms and Conditions is declared inapplicable, the parties will replace the provision with an enforceable provision that approximates the purpose and economic effect of the provision.

9.2. In the event of a dispute between a passenger and a driver providing a service on the Bolt app, passengers can use Bolt's free internal customer support system to resolve their disputes. Passengers can also use the European Commission's Online Dispute Resolution tool (<http://ec.europa.eu/odr>) or the Consumer Centre's database of out-of-court consumer dispute resolvers (<https://www.ptac.gov.lv/lv/arpustiesas-pateretaju-stridu-risinataju-datubaze>).