

These General Terms and Conditions set out the terms and conditions applying to and governing the usage of the Bolt Dispatch which connects passengers with drivers to help them move around cities more efficiently.

The term "us" or "we" refers to Bolt Operations OÜ, a private limited company incorporated and registered under the laws of the Republic of Estonia (Company Registration Number 14532901), whose registered office Vana-Lõuna tn 15, Tallinn 10134, Estonia, or other Bolt group company or cooperation partner where Bolt Services are not provided by Bolt Operations OÜ. The list of Bolt group companies and partners is available at <https://bolt.eu/cities/>.

In order to use Bolt app you must agree to the terms and conditions that are set out below:

___ 1. Using the Bolt Dispatch ___

1.1 Bolt provides an information society service through Bolt Dispatch that enables mediation of the requests for transport services between the passengers and drivers and Bolt does not provide transport services. Transport services are provided by drivers under a contract (with you) for the carriage of passengers. Drivers provide transport services on an independent basis (either in person or via a company) as economic and professional service providers. Bolt is not responsible in any way for the fulfilment of the contract entered into between the passenger (you) and the driver. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of transport services will be resolved between the passengers and drivers. Receipts for journeys are sent to you in SMS sent to the phone number you provide us with when ordering the ride.

1.2 The passenger (you) enters into a contract with the driver for the provision of transport services once you schedule a ride using Bolt dispatch. You can pay the driver for the transport service in cash or by card in case the driver allows card payments. 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, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments. If you wish, you may also choose to pay a Tip to the driver directly.

2. Payments

2.1 You will pay for the transport services directly to the driver with cash or with a card in case the driver offers card payments. After ordering a ride using Bolt Dispatch you will receive an SMS containing a fare that will be charged by the driver. Please note that we reserve the right to modify the fare communicated to the user via SMS in the event of toll costs or additional charges incurred during the trip. If the driver encounters toll roads, bridges, additional charges such as parking fees, airport surcharges, or other miscellaneous costs during the trip, or if you change the drop-off location the fare may be adjusted to include the applicable costs and fees. These charges will be added to the fare communicated via SMS and may result in an increase in the total fare amount.

2.2. Upfront Fare. You may be offered to use a ride option that allows you to agree to a fixed Fare for a given instance of Transportation service provided by the Driver (i.e Upfront Fare). Upfront Fare is communicated to you by our operators before the ride is scheduled. Upfront Fare shall not be applied if you change the destination during the ride, the ride takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the ride materially (e.g a route is used where tolls apply).

3. Ordering and cancelling transport services

3.1 You will provide accurate and complete information when using Bolt dispatch service, including correct phone number, pick-up location, drop-off location, and any specific instructions or requirements. When you receive the SMS with the driver's plate number, and estimated fee for the service then the transport service is considered to be ordered.

3.2 Once you receive the SMS referred to in section 3.1, you will enter into a separate agreement with the driver. Bolt does not provide journeys and is not a party to your agreement with the relevant driver. Sometimes drivers may decide to cancel your request, please note that Bolt is not responsible for such situations.

3.3 If you have requested transport services using the Bolt Dispatch and cause damage to the driver's vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing bad odor to the vehicle), the driver will have the right to require you to pay a penalty of 50 EUR and require compensation for any damages exceeding the penalty. You note and accept that certain categories of vehicle may have a weight limitation of 100 kg per passenger and 10 kg cabin bag.

4. Liability

4.1 As the Bolt app is an information society service (a means of communication) between passengers and drivers, we cannot guarantee or take any responsibility for the quality or the absence of defects in the provision of transport services. As the usage of Bolt Dispatch for requesting transport services depends on the behavior of the drivers, Bolt does not guarantee that you will always have offers available for the provision of the transport services.

4.2 The Bolt Dispatch does not offer or broker transport services for passengers. It is also not a transport agency service for finding passengers for transport providers. The Bolt Dispatch is used as the means for organising the provision of transport services.

4.3 The consumer's right of refund is not applied to Bolt Dispatch orders. Requesting a refund from the transport service does not withdraw you from the agreement in the course of which the provision of the transport service was ordered.

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

4.5 Bolt, its representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using Bolt Dispatch or relying on, the journey contracted for through the Bolt Dispatch, including but not limited to: any direct or indirect property damage or monetary loss; loss of profit; loss of business, contracts, contacts, 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.

4.6 The financial liability of Bolt in connection with breach of the contract will be limited to 500 euros. You will have the right to claim for damages only if Bolt has deliberately violated the contract. Bolt will not be liable for the actions or inactions of the driver and will not be liable for damages that the driver causes to the passengers.

4.7 You agree to fully indemnify and hold Bolt, their affiliate companies, 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).

4.8 Bolt may immediately end your use of the Bolt app if you breach these General Terms and Conditions or we consider it necessary to protect the integrity of Bolt or the safety of drivers.

5. Good practice using the Bolt Dispatch

5.1 As Bolt is not a provider or broker of the transport services, any issues with defects or quality of the transport services will be resolved in accordance with the rules and regulations of the transport service provider or the relevant public authority.

5.2 We expect that you use Bolt Dispatch in good faith and be respectful of the drivers who offer their services through the Bolt Dispatch. 5.3 Bolt will make every effort to ensure that only drivers, who have integrity and are respectful of their profession and passengers, use the Bolt Dispatch. However, we are in no position to guarantee that every provider of transport services, located by the Bolt Dispatch, satisfies the aforementioned criteria at all times. If you experience objectionable transport service, please notify the company responsible for the service, a supervisory authority or our customer support.

6. Amendments to the General Terms and Conditions

6.1 Bolt reserves the right to modify these General Terms and Conditions in whole or in part, at any time. You will receive a link to the Terms and Conditions in the SMS sent to a phone number You provide to us when ordering a ride.

7. Final Provisions

As far as legally enforceable, the General Terms and Conditions will be governed by and construed and enforced in accordance with the laws of the Republic of Estonia. If the respective dispute resulting from Terms or Agreement could not be settled by the negotiations, then the dispute will be finally solved in before the competent courts of the passenger's domicile. If any provision of the General Terms 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.

Date of entry into force: 31.07.2023.