

Bolt's Transparency Report under Digital Services Act 2025

This report provides information on Bolt's content moderation practices on Bolt delivery platform and on Bolt mobility platform during Feb 17, 2024 - Feb 17, 2025 (the "**Reporting Period**") in accordance with the transparency reporting requirements under Articles 15 and 24 of the EU's Digital Services Act.

Content Moderation at Bolt

Content hosted on the **Bolt delivery platform** (i.e. Bolt Food) mainly consists of merchant provided content, such as menu information, product descriptions, product images, pricing and merchant profile information. Such content is provided by merchants and is subject to applicable regulations and contractual obligations arising from market specific Partners' Terms & Conditions available on Bolt's website.

Consumers do not have the ability to upload or share content publicly on the Bolt delivery platform nor on the Bolt mobility platform (together as "**Bolt platforms**"). Couriers and drivers - as independent service providers using Bolt platforms to offer services to consumers - do not have either the ability to upload or share content publicly on the Bolt platforms, aside from an optional **profile** picture and contact information. Use of Bolt delivery and mobility platforms by the consumers, drivers and couriers is also subject to applicable regulations and contractual obligations arising from market specific Terms and Conditions which the respective group of platform users have agreed to follow when using Bolt platforms.

This means that Bolt delivery platform nor Bolt mobility platform do not host or moderate typical user-generated content, such as public reviews, posts, or comments that would be publicly visible to other users of the platform.

Due to the abovementioned, the risk of illegal or harmful content being disseminated publicly through the Bolt delivery or Bolt mobility platform is relatively low by the consumers, drivers and couriers.

Notices and Complaints Received from Users and Non-Users of Bolt platforms, Trusted Flaggers and Member States' Authorities

Anyone visiting the Bolt platforms can notify Bolt of any content that they consider to be potentially illegal or content that may infringe Bolt's Terms and Conditions applicable to merchants, drivers, couriers or consumers ordering goods or transportation services via Bolt platforms (the "**Users**"). Bolt's reporting functionality in accordance with Digital Services Act's Article 16 is available on a separate "*Notices and appeals*" page (the "**Webform**") which is made prominent under the [legal section](#) of Bolt's webpage and accompanied by guidance. It is also possible for Users to contact Bolt via other channels, such as account managers for merchants or Customer Support via Bolt delivery or Bolt mobility app (the "**Channels**").

Webform allows Users and non-users of Bolt platforms (the “**Notifiers**”) to report potential violations of Terms and Conditions, any illegal content which might be available on Bolt’s platforms (the “**Notices**”) or submit a complaint on a decision Bolt made in relation to the Notice or Bolt initiated action taken in relation to the illegal content (the “**Complaint**”). Illegal content and violation of Bolt platforms’ Terms and Conditions might be related to, but not limited to:

- Intellectual property infringement;
- Sale of non-compliant, dangerous, illegal or counterfeit goods or services;
- Impersonation of individuals or businesses;
- Sharing of illegal or prohibited content such as hate speech, child sexual abuse material, confidential business information, etc.

Notifiers using Webform are requested to provide identifying information about themselves, describe the nature and location of the alleged illegal content and explain why it is believed to be illegal. The submission must be clear, accurate, and relate to the appropriate Bolt platform and jurisdiction which Notifier must tick on a Webform. Supporting evidence can be included (URL, files, photos) and the Notifier must confirm the truthfulness of the information and acknowledge that misuse of the process may result in restrictions of processing Notifiers future Notices/Complaints.

Currently, Bolt manually reviews the Notices and Complaints received through Webform or Channels and takes appropriate action as needed.

During the Reporting Period, Bolt did not receive any Notices or Complaints through Webform, but received 2 Notices via other Channels, which were about alleged intellectual property rights infringements.

Based on Bolt’s manual review of the above 2 Notices, the content reported was not found to be illegal, i.e. no intellectual property rights infringement was detected.

Since Bolt decided to not act on the basis of those 2 Notices, then according to the EU Commissions [Implementing Regulation 2024/2835](#) Bolt does not need to report the median time for resolving respective Notices.

In addition to the 2 Notices, Bolt received several submissions via the Webform that were meant for Customer Support. These were related to specific ride or food delivery order issues, such as late deliveries, driver/rider not arriving on a pick-up point, missing items, incorrect charges and not to Bolt platforms’ content. Such submissions were handled through Channels.

During the Reporting Period, Bolt received 0 orders from Member States’ authorities and 0 notices from Trusted Flaggers in relation to breach of Terms and conditions of Bolt platforms or potentially illegal content on Bolt platforms.

Bolt's Own Initiative Content Moderation and Automated Means for Content Moderation

Bolt Delivery platform enables consumers to order goods and services from third-party merchants and, in certain markets, various Bolt group companies sell goods directly to consumers via Bolt's own grocery brand Bolt Market. Merchants on Bolt delivery platform (i.e. Bolt Food) have access to tools to provide and manage the content on their page on the Bolt delivery platform. Merchants are themselves able to publish and moderate content on the Bolt delivery platform with the tools provided by Bolt. Where Bolt Market is the seller, Bolt's own managers select the products and ensure that the product information is accurately structured and aligned with internal content standards as well as with the applicable law.

In order to become a merchant on the Bolt delivery platform, merchants are required to agree with Partners' Terms & Conditions. These Partners' Terms & Conditions require merchants to (i) comply with applicable regulations, laws and guidelines provided by Bolt, (ii) provide all necessary and required information to consumers (iii) warrant that they own or have all the rights or licenses required to provide the content on Bolt delivery platform, and the content does not violate, infringe, or misappropriate any third party rights.

In order to use Bolt delivery platform or Bolt mobility platform couriers, drivers and consumers are as well required to agree with Terms and Conditions applicable for the use of either of Bolt platforms. These Terms and Conditions among other things require aforementioned Users as well to (i) comply with applicable regulations, laws and guidelines provided by Bolt, and (ii) not to share any illegal content on Bolt platforms or create safety risks for other users of the platform.

Among other things Bolt may (i) remove the content from Bolt platform which breaches applicable Terms and Conditions or is considered to be illegal, (ii) terminate the contract or (iii) fully or partially suspend the use of either of Bolt platforms for the aforementioned Users, if any of such User does not comply with Bolt's guidelines and contractual obligations they have agreed on under applicable Terms and Conditions. In such a case, Bolt notifies a User of such breach and content removal, termination or suspension.

Reports from Users, non-users authorities, and internal reviews and audits are the methods Bolt uses to identify potentially illegal or non-compliant products or other content on the Bolt platforms. The internal review practices vary between countries where Bolt operates its platforms. At the moment, Bolt does not use automated means for content moderation purposes but is looking into solutions that could be implemented in this regard to create an even safer online environment for its users.

Suspension for Repeated Offenders

As per Digital Services Act Article 23, Terms and Conditions for the use of Bolt platforms and [Complaint Handling Rules](#) Bolt reserves the right to impose suspensions on Users providing manifestly illegal content on Bolt platforms and/or on Notifiers submitting manifestly unfounded Notices or Complaints through Webform. Since, during the Reporting Period Bolt (i) did not receive any Notices or Complaints through Webform, (ii) based on 2 Notices submitted via Channels found that no illegal content was disseminated to the public, and (iii) based on internal audits did not detect any illegal content on its platforms, then Bolt did not suspend any User pursuant to Article 23 of the DSA for frequently providing manifestly illegal content or manifestly unfounded Notices or Complaints.

Complaint Handling and Appeals

Bolt's current complaint handling and appeals process is built through Channels and Webform, which is supported by internal guidelines and [Complaint Handling Rules](#).

Out-of-court Dispute Settlement Bodies

During the Reporting Period, Bolt did not receive any complaints through EU out-of-court settlement bodies in relation to Notices or Complaints.