

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

By accessing or using Bolt Business you agree to the terms and conditions that are set out below, which shall form a legally binding contract between you and Bolt.

Effective from 01.06.2025

1. Definitions

1.1. Bolt (also referred to as “we”, “our” or “us”) – Bolt Service MY Sdn. Bhd., a private limited company incorporated and registered under the laws of Malaysia with registration number of 202401021276 (1567125-M), having its registered office at Level 21, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, Kuala Lumpur 59200.

1.2. Bolt Business – a service for a business customer for administration of and payment for the use of Bolt Services by Users.

1.3. Bolt Services - online platform services operated by Bolt, or its affiliates or partners (Bolt platform) along with services made available via Bolt App/Platform as are provided in accordance with the terms applicable to the usage of Bolt Services (also - Terms of Service). All Terms of Service are available at bolt.eu/en/legal/ or food.bolt.eu/legal as applicable in the relevant territory, and as may be amended from time to time.

1.4. Bolt Platform – technology (including the Bolt App and Bolt’s other websites, facilities and platform) connecting User with Drivers to help them move around cities more efficiently.

1.5. Business Portal – gateway to use Bolt Business accessible via Bolt webpage at business.bolt.eu;

1.6. Customer - a company or other person on behalf of whom the sign-up to the Business Portal is executed acting in a commercial and/or professional capacity only.

1.7. Driver – the person providing Transportation Services via the Bolt Platform.

1.8. User – a person who uses Bolt Services under the Terms of Service (e.g a passenger) and can benefit from Bolt Business in the limits set by the Customer.

1.9. Coupon - a code or a group of codes generated by the Customer in the Business Portal each of which allows its User to benefit from a partial or full payment by the Customer for any fees due for Bolt Services as available in the relevant territory, and as may be adjusted from time to time. Customer can generate Coupons in the limits set in the Business Portal, e.g. country of validity, the number and value of the codes it includes, validity term, and other details as provided in the Business Portal. Customer is liable for payment for the codes which have been utilised by Users for Bolt Services.

1.10. Agreement – this agreement between Customer and Bolt which consists of these General Terms and Conditions along with any Special Terms if agreed upon.

1.11. Service Fee - the fee for Customer’s use of Bolt Business amounting to 10% of the fee chargeable for the Bolt Services used unless stated otherwise in the Business Portal and/or in the Special Terms.

1.12. Special Terms – the special terms governing the use of Bolt Business entered into between Bolt and the Customer which shall form an integral part of the Agreement.

1.13. Transportation Services – transport service a Driver is providing to User whose request the Driver has accepted through the Bolt Platform.

2. Rules of use of Bolt Business

2.1. Customer is responsible for providing only accurate and complete information, and for keeping such information updated at all times. Customer agrees that any personal data provided to Bolt shall be collected and processed in accordance with the Personal Data Protection

Act 2010 of Malaysia ("PDPA") and Bolt's Privacy Policy, available at bolt.eu/en/legal/ as applicable in the relevant territory, and as may be amended from time to time.

2.2. Customer shall inform Bolt immediately of any changes relating to Customer's elected payment method that may impair the ability to charge Customer pursuant to this Agreement. The Customer remains liable for any delayed, unprocessed or failed payments due to such changes, regardless of whether any notice was provided to Bolt.

2.3. Customer shall limit access to the Business Portal only to authorised representatives. Customer shall ensure that such authorised representatives do not share or transfer their access privileges to any third person. Customer shall be solely responsible for all activity that occurs under its credentials, and acknowledges that if a User changes the phone number in his/her Bolt Platform then the phone number is automatically changed for this User also in the Business Portal.

2.4. Subject to Customer's compliance with this Agreement, Customer is granted a royalty free, non-exclusive licence, without right to sublicense, to access the Business Portal and use Bolt Business in accordance with and throughout the term of this Agreement. Bolt reserves the right to suspend or revoke this royalty free, non-exclusive licence at its sole discretion if the Customer breaches any provision of this Agreement or engages in any unauthorized use of the Business Portal.

2.5. Customer shall use Bolt Business solely for legitimate business purposes in accordance with this Agreement and shall not use Bolt Business for unauthorised or unlawful purposes nor impair the proper operation of Bolt Business, e.g Customer shall not itself, and shall not authorise third persons to:

2.5.1. decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms related to Bolt Business;

2.5.2. misuse Bolt Business by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the use of Bolt Business in any way;

2.5.3. circumvent, disable or otherwise interfere with any security related features of Bolt Business;

2.5.4. advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;

2.5.5. collect any data from the Business Portal other than in accordance with the Agreement including prohibition of data scraping;

2.5.6. impose any additional fees or charges on a User.

2.6. In the event that a User's personal account registered with Bolt Platform is suspended or terminated, such User's access to Bolt Business can also be suspended or terminated. Bolt reserves the right to notify the Customer of such suspension where reasonably practicable.

3. Payments and refunds

3.1. Customer's credit card is charged an amount which equals the fee due for the User's respective Bolt Services along with Service Fee unless another payment method and/or terms are specified in the Business Portal or in Special Terms.

3.2. Customer agrees to indemnify any cost or damage to Bolt or to any other person due to the Customer's or Users use of the Bolt Services or violation of the applicable law. Customer authorises Bolt to charge such cost using Customer's elected payment method.

3.3. All payments, including payment of the Service Fee, shall be processed in the local currency applicable in the country where the respective Bolt Services were used

3.4. All payments are non-refundable except as may be expressly provided otherwise herein or required under applicable laws. Any refund granted shall be made as credit which can be used

for payment for Bolt Services used in future.

3.5. An account statement along with any invoice for Bolt Business and for Bolt Services shall be made available to the Customer by Bolt, its affiliate or partner, or by the provider of the respective transportation, sales, delivery or rental services made available via Bolt Platform, as provided under the Terms of Service and/or in the Agreement.

3.6. The account statement shall be provided in the currency applicable to the Customer's registered address declared at the time of the Agreement conclusion. Any foreign exchange conversion required shall be determined by Bolt at its reasonable discretion, referencing the prevailing market rates or rates published by a licensed financial institution in Malaysia as determined by Bolt.

3.7. Customer acknowledges that every service provider offering its services via the Bolt Platform has authorised Bolt to act as its commercial agent in relation to the respective transportation, sales, delivery or rental services agreement. Bolt has a right to collect on behalf of the service provider the service fee or other fees under the services agreement payable by the User and/or by the Customer in line with this Agreement. In this case, the respective payment obligation is deemed to be fulfilled when the payment is credited to the payment account of Bolt indicated in the Business Portal.

3.8. For the avoidance of doubt, all invoices (except for Service Fee payable) submitted to Customers are issued on behalf of the drivers for the transaction services provided to Users. Bolt does not provide these transportation services itself but acts solely as an intermediary, facilitating transactions between Customers and the drivers. The invoices reflect the fees due for the transportation services rendered by the drivers and the Service Fee payable for using online platform services operated by Bolt, and Bolt does not assume any responsibility as the transportation service provider.

4. Personal data processing

4.1. Bolt and Customer remain separate data controllers regarding any personal data processed under this Agreement. Bolt and Customer shall thereby:

4.1.1. adhere to all the applicable data protection laws, e.g the General Data Protection Regulation 2016/679 (GDPR) and the PDPA including application of proper technical and organizational data protection measures. Bolt processes personal data as described in Bolt's Privacy Policies. All available at bolt.eu/en/legal/ as applicable in the relevant territory, and as may be amended from time to time;

4.1.2. inform each other immediately about any data processing incidents or breaches related to performing this Agreement;

4.1.3. reasonably assist each other in responding to the requests of data subjects and authorized public authorities.

5. Confidentiality

5.1. Parties shall keep confidential any business, technical or financial information, including the terms and conditions of this Agreement, received from the other party in connection with this Agreement (Confidential Information), unless:

5.1.1. the disclosing party permits in writing the requested disclosure of particular Confidential Information;

5.1.2. such Confidential Information is already public or becomes publicly available without the breach of this clause 5;

5.1.3. the receiving party shall use Confidential Information solely for the purposes permitted under the Agreement and only shared with employees, agents or affiliates on a strict

need-to-know basis;

5.1.4. disclosure of Confidential Information is required by applicable mandatory law or any legally binding regulations, provided that the receiving party notifies the disclosing party (to the extent permitted by law) before disclosing such information and discloses only the necessary; or

5.1.5. the receiving party receives an administrative or judicial order, or any other similar request for disclosure of any Confidential Information, if the receiving party provided the disclosing party written notice of such request allowing the disclosing party to assert any available defences to disclosure.

5.2. 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.

6. Liability

6.1. Bolt Business and Bolt Services are provided on an "as is" and "as available" basis. Bolt does not represent, warrant or guarantee that access shall be uninterrupted or error free. In case of any faults in the software, Bolt shall use its reasonable endeavours to correct them as soon as possible.

6.2. The total aggregate liability of Bolt for all the claims arising under or in connection with the Agreement during the period of one calendar year, whether in contract, tort, or otherwise shall be limited to the amounts paid from Customer to Bolt under the Agreement in the 3 month period prior to the date the first claim arose.

6.3. Bolt shall not be liable whether in tort, contract, or otherwise for:

6.3.1. any failure of its systems that results in the failure or inability to provide Bolt Services or Bolt Business;

6.3.2. loss of data;

6.3.3. loss of business or profits;

6.3.4. any pure economic, special, indirect, or consequential loss, costs, damages, charges or expenses;

6.3.5. any costs, losses or damages caused due to inaccurate or incomplete data provided by Customer; nor for

6.3.6. the actions, errors or omissions of any third party providing its services via Bolt platform (e.g. driver, courier) other than a Bolt affiliate.

6.4. Customer is liable for all the activities of its representatives and Users including but not limited to any breach of Terms of Service by a User, and fees incurred in the course of unauthorised, fraudulent or other unlawful activity connected to the User's use of Bolt Services.

6.5. Bolt 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. The Customer may do the same having acquired prior consent from Bolt.

6.6. Force majeure. 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 or wilful misconduct of the non-performing party. Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of its respective obligations as a result of a force majeure.

6.7. The limitations of liability set out in this clause shall apply to the maximum extent permitted by law. Nothing in this Agreement shall limit or exclude Bolt's rights to recover unpaid fees, costs, or damages incurred due to Customer's or its Users' misconduct, negligence, or breach

of this Agreement.

7. Term and termination

7.1. The Agreement becomes effective upon the successful processing of Customer's signup application to the Business Portal, and remains in effect until terminated in accordance with the provisions of the Agreement.

7.2. Either party may terminate the Agreement at any time and for any reason by providing the other party with at least seven (7) days' prior notice.

7.3. A party is entitled to terminate the Agreement without prior notice but by providing relevant reasoning in cases where the Customer materially breaches the Agreement, any applicable laws or regulations, or harms the other party's brand, reputation or business.

7.4. Upon termination in accordance with this Clause 7, 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. Confidentiality provisions shall remain in effect and shall only terminate in 5 years from the end of the Agreement.

7.5. Bolt reserves the right to suspend or restrict Customer's access to the Business Portal and the Customer's access may be blocked for a period of investigation, if a material infringement of the Agreement or fraudulent activity associated with Customer's use of Bolt Business is suspected and such suspension shall not relieve the Customer of its payment or other contractual obligations.

8. Final provisions

8.1. Any notice or document under the Agreement shall be sufficiently given:

8.1.1. if delivered personally, at the time of delivery to the party;

8.1.2. 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;

8.1.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party;

8.1.4. if provided in the Business Portal, or if sent by email, on the 2nd day following the dispatch of the message.

8.2. Bolt reserves the right to make changes to these General Terms and Conditions at any time. Such changes shall take effect after they have been made available to Customer via Business Portal or notified to Customers contact details recorded under the Business Portal within a reasonable period of time prior to the changes taking effect. Continued use of Bolt Business after changes have taken effect shall constitute Customer's consent to such changes.

8.3. Bolt reserves the right to add, remove and update features and functionality of Bolt Business, Bolt application, any Bolt API; or other Bolt Platform or service offering at any time including but not limited to pricing, payment methods and requirements for the use of Bolt Services.

8.4. Bolt reserves the right to offer promotional initiatives to Users for the benefit of Users at any time.

8.5. This Agreement and the rights and obligations thereunder may not be assigned or transferred to third parties by the Customer, in whole or in part, without the prior written consent of Bolt. Any attempted assignment in violation of this clause shall be null and void. Agreement may be assigned and transferred by Bolt, in whole or in part, in Bolt's sole discretion provided that the assignee is not a direct competitor of the Customer and has assumed the obligations under the Agreement.

8.6. 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.

8.7. Any right or obligation of either party under the mandatory applicable law shall overrule any conflicting term under the Agreement to the extent necessary required, and all remaining provisions of this Agreement shall remain in full force and effect.

8.8. Governing law and jurisdiction

8.8.1. The Agreement shall be governed by, and construed and enforced in accordance with the laws of Malaysia. If a dispute arising out of or relating to the Agreement including non-contractual claims can not be settled by negotiations within 30 days, then it shall be finally and exclusively settled in the courts of jurisdiction in Malaysia.

8.9. LANGUAGE AND INTERPRETATION CLAUSE

8.9.1. These General Terms are made in the English language. In the event of any inconsistency or discrepancy between the English version and other language versions, this English version shall prevail.