

Updated: 15 March 2024

These General Terms shall apply to all relations between Bolt and the User related to the use of the Bolt Food Platform (as defined below) as well as certain aspects of Sales Agreements and Delivery Agreements concluded through the Bolt Food Platform (as defined below). By signing up in the Bolt Food Platform, the User agrees to the application and content of these General Terms and is informed about the processing of his/her personal data disclosed during registration and use of the Bolt Food Platform on the conditions set out in these General Terms. You also agree that your data (incl. Balance) may be shared between different Bolt platforms (e.g. with ride-hailing platform).

1. DEFINITIONS

Balance means the User's account balance on Bolt Food Platform and/or ride-hailing platform operated by Bolt.

Bolt means Bolt Operations OÜ, registry code 14532901, address Vana-Lõuna 15, Tallinn 10134, Estonia, e-mail address ke-food@bolt.eu.

Bolt Business Customer means a person or entity acting in its commercial and/or professional capacity administrating and paying for the use of Bolt Food Platform by its authorized Users. Bolt Business Customer shall have the same rights as the Client has under these General Terms with regards to the following: i) the invoice or receipt regarding the Order shall be issued to the Bolt Business Customer along with any refund (if applicable) and ii) the Bolt Business Customer can raise complaints and request information in relation to the Order placed through the Bolt Business Feature.

Bolt Business Feature means the feature of the Bolt Food Platform through which the Bolt Business Customer's authorized Users can place Orders at the Bolt Business Customer's cost.

Bolt Food Platform means the delivery platform subject to Regulation (EU) 2019/1150 operated by Bolt as the information society service which functions as the Marketplace that (i) enables Partners to market Goods with delivery option and enter into Sales Agreements for the sale of Goods to Clients, (ii) enables the Users to place Orders of Goods with the Partner, enter into Sales Agreements as Clients and arrange the delivery of the Goods by the Delivery Partner and (iii) enables the Delivery Partner to offer delivery services to the Clients for the delivery of the Goods and enter into Delivery Agreements with Clients.

Client means any User of the Bolt Food Platform that has placed an Order and enters into a Sales Agreement with the Partner and a Delivery Agreement with the Delivery Partner (if applicable).

Delivery Agreement means the agreement between the Client and the Delivery Partner for the delivery of the Goods ordered by the Client concluded through the Bolt Food Platform.

Delivery Fee means the fee for the delivery services related to an Order, that the Client pays to the Delivery Partner under the Delivery Agreement. The Delivery Fee is calculated in accordance with the principles set out in Section 6.

Delivery Partner means any natural person, sole entrepreneur, partnership or legal entity who has been registered in the Bolt Food Platform as a provider of the delivery service to Clients with respect to Goods ordered through the Bolt Food Platform.

Drop-Off Location means the address indicated in the Order, where the Client wishes to receive the ordered Goods.

General Terms means these terms and conditions applicable to the relationship between Bolt and the Client in relation to the use of the Bolt Food Platform by the Client.

Goods means any goods that the Partner offers for sale through the Bolt Food Platform.

Goods Price means the net price (together with applicable value added, sales or other taxes

where applicable) that the Client has to pay to the Partner for the ordered Goods.

Marketplace means the virtual marketplace created through the Bolt Food Platform and operated by Bolt that enables the participating Partners to market their Goods to Clients so that the Clients can order the Goods and enter into the Sales Agreement with the Partner and, if applicable, utilise the on-demand delivery services offered at the Marketplace by the Delivery Partners.

Minimum Order Value means the amount determined by the Bolt Food Platform which indicates the minimum Goods Price for which Small Order Fee does not apply.

Order means the order of Goods that the Client has placed with the Partner.

Order Price means the price that the Client has to pay for the purchase(d) Goods and delivery (if applicable) of the Order.

Partner means the operator of any restaurant or store that Bolt has concluded an agreement with and where relevant, each and every establishment through which the operator conducts its business.

Sales Agreement means the agreement between the Client and the Partner for the sale of Goods in accordance with the Order.

User means any person that has registered a user account on the Bolt Food Platform and uses the services of the Bolt Food Platform through that user account.

Small Order Fee means the fee payable by Client to the Delivery Partner determined by the Bolt Food Platform and applied for Orders that do not meet the Minimum Order Value in accordance with Section 3.3.

Tips means a voluntary amount paid by the Client to the Delivery Partner for the delivery service.

2. LEGAL FRAMEWORK

2.1. The Bolt Food Platform enables the Client to order Goods from Partners and arrange the delivery of the Orders to the Drop-Off Location.

2.2. For the sale of Goods through the Bolt Food Platform a Sales Agreement is concluded directly between the Client and the Partner. For the delivery of the Order, the Client enters into a Delivery Agreement directly with the Delivery Partner. In case the Partner wants to offer its own delivery services to the Client for the delivery of the Goods, the Client enters into a Delivery Agreement directly with the Partner and the conditions applicable to the Delivery Partners under these General Terms apply to the Partner in respect of the Delivery Agreement. In case the Client wishes the Order to be delivered by the Delivery Partner, the Sales Agreement is deemed to be concluded from the moment that the Order is accepted by the Partner and the Delivery Partner and an Order confirmation is sent to the Client. In case of self pick-up by the Client, the Sales Agreement is deemed to be concluded from the moment that the Order is accepted by the Partner and an Order confirmation is sent to the Client.

2.3. By operating the Bolt Food Platform and the Marketplace, Bolt acts only as a provider of the information society service and is neither a party to the Sales Agreement or the Delivery Agreement. Bolt is not the manufacturer or seller of the Goods or provider of the delivery services and is not liable in any way for the performance of the Sales Agreement or the Delivery Agreement.

2.4. By operating the Bolt Food Platform, the Client acknowledges that every Delivery Partner and/or Partner who offers its goods and services via the Bolt Food Platform has authorized Bolt to act as its commercial agent in relation to any Delivery Agreement and/or Sales Agreement. Bolt has a right to negotiate the Delivery Agreement and/or the Sales Agreement with the Client, including, but not limited to, collect the Delivery Fee and/or Goods Price or other fees payable

by the Client or the Bolt Business Customer under the Delivery Agreement and/or Sales Agreement, if these are paid via an in-app payment or, when applicable, in cash to the Delivery Partner or Partner. .

2.5. All Partners manufacture or sell the Goods and all Delivery Partners provide the delivery services on an independent basis as economic and professional service providers..

2.6. Bolt Food Platform may set requirements for Users. The User may not use the Bolt Food Platform if the User does not fulfill this requirement. By using the Bolt Food Platform, Users who are minors affirm that they have obtained all necessary parental or legal guardian authorizations to access and use the Bolt Food Platform. Bolt assumes that minors using the Bolt Food Platform have obtained the requisite consent from their parents or legal guardians.

2.7. All content uploaded to the Bolt Food Platform is subject to the sole responsibility of the Delivery Partner and the Partner, and Bolt is under no obligation to actively monitor or review such content. Nevertheless, Bolt is entitled to remove any allegedly illegal content after the receipt of a notice regarding the existence of such content on the Bolt Food Platform.

2.8. Bolt is entitled to suspend, for a reasonable period of time and after having issued a prior warning, the processing of notices and complaints by the User who frequently submit manifestly unfounded notices or complaints about alleged illegal content on the Bolt Food Platform. While assessing the circumstances for the suspension, Bolt considers the following:

2.8.1. the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a month; and

2.8.2. the relative proportion of notices and complaints in relation to the total number of items of information provided or notices submitted within a month; and

2.8.3. the gravity of the misuse of the notice action mechanisms; and

2.8.4. (if applicable) the intention of the complainant for submitting manifestly unfounded complaints.

3. ORDERING GOODS THROUGH BOLT FOOD PLATFORM

3.1 The Client can select and order Goods through the Bolt Food Platform. In the event that the Partner cannot provide the Goods as requested in the Order, the Partner will not confirm the Order in the Bolt Food Platform. The Partner may contact the Client in order to agree on changes to the Order, so that the initial Goods Price would remain the same. If no agreement is reached or if the Client would have to pay more or less for the replacement Goods than the ordered Goods, the Order will be cancelled and the Client will not be charged for the Order or (where applicable) the Order Price will be returned to the Client in full.

3.2. The Client has a right to receive Goods which comply with their description set out in the Bolt Food Platform and any specific requirements (if agreed upon). In case the Goods contain food and in case of doubt regarding any allergies that the Client may have to any such Goods, the Client is to contact the Partner for further information. Photos of Goods provided on the Bolt Food Platform might not entirely match the actual Goods offered.

3.3. If the Minimum Order Value applies and the Goods Price related to an Order is below that Minimum Order Value the Client can place an Order and it will be confirmed by the Bolt Food Platform on the condition that the Client pays the Small Order Fee to the Delivery Partner.

3.4. The Client must comply with applicable laws, including the requirements applicable upon purchase of alcohol, tobacco, energy drinks or any other products requiring age verification. In case the Client wants to order products requiring age verification, he/she must confirm and/or prove his/her age as part of the ordering process. Further, the Delivery Partner delivering the Order and/or the Partner in case of self pick-up by the Client may refuse to hand over the products requiring age verification, if the Client does not present a valid photo identification

proving that he/she is old enough to legally purchase the products or if the Client shows signs of intoxication. In case the delivery of the age-restricted product(s) is refused due to reasons described above, Bolt has the right to charge from the Client two times the Delivery Fee as compensation for having to return the age-restricted product(s) to the Partner.

4. ORDERING DELIVERY THROUGH BOLT FOOD PLATFORM

4.1. Upon placement of the Order the Client has to arrange the delivery service by the Delivery Partner through the Bolt Food Platform in order to procure delivery of the Goods to the requested Drop-Off Location or if available choose a self pick-up option.

4.2. In accordance with the Delivery Agreement, the Delivery Partner will deliver the Order to the Drop-Off Location.. The Client and the Delivery Partner may agree on a different Drop-Off Location, provided that the new address is close to the original Drop-Off Location (not more than a few blocks away).

4.3. The Client must be present at the Drop-Off Location at least at the estimated time of delivery of the Order indicated on the Bolt Food Platform. The Client must be available to receive calls at the phone number submitted through the Bolt Food Platform from the moment of submitting the Order on the Bolt Food Platform until receiving the Order from the Delivery Partner.

4.4. Any delivery time or other time estimate communicated to the Client by the Delivery Partner or Bolt through the Bolt Food Platform are only estimated times. There is no guarantee that the Goods will be delivered at the estimated time. Delivery times of the Orders may also be affected by factors such as traffic jams, rush hours and weather conditions.

4.5. In case the Client chooses self pick-up of an Order, the Client must arrive at Partner's establishment following indicative Order collection time as provided on the Bolt Food Platform, in order to collect an Order.

4.6. Partners' rating on the Bolt Food Platform is based on the reviews left by the Clients after the Order has been delivered to the Client or, if applicable, after the Order has been picked up by the Client. The Client is entitled to leave a review to a Partner by evaluating the Order on the scale from 1 (poor) to 5 (outstanding). It is not possible for the Client to rate a Partner or leave a review unless the Client has placed an Order with the Partner on the Bolt Food Platform.

5. COMPLAINTS

5.1. If the Client has any complaints regarding the ordered Goods, the Client is encouraged to inform Bolt thereof through the Bolt Food Platform as soon as possible, but no later than within one month of the delivery of the specific Order. Bolt may request a photograph of the Goods or other evidence or explanation of the circumstances related to the complaint.

5.2. Although Bolt is neither the manufacturer or seller of Goods, nor provider of the delivery services and is not responsible for respective goods or services, Bolt will try to facilitate an amicable solution and may provide a refund or Balance in respect of the affected Order, if Bolt has reasonable cause to believe that the complaint is justified.

5.3. The Client may also submit complaints to the Partner or the Delivery Partner directly.

5.4. The Client can contact Bolt's customer support via chat function on the Bolt Food Platform where the Client can review the open chats and the communication history thereof, including its date and time, for 6 months as of creating the chat.

6. PAYMENTS AND INVOICING

6.1. The Client has to pay the Goods Price to the Partner in the amount indicated on the Bolt Food Platform. Goods Prices in the Bolt Food Platform may differ from the Goods Prices in the

Partner's establishment. The Goods Prices on the Bolt Food Platform may be changed from time to time before making an Order.

6.2. The Client has to pay the Delivery Fee to the Delivery Partner in the amount calculated by the Bolt Food Platform. The Delivery Fee will be calculated taking into account the time of delivery, length of delivery route, means of delivery and other criteria. The applicable Delivery Fee will be indicated to the Client prior to confirmation of the Order. In addition to the Delivery Fee the Client can also leave a Tip to the Delivery Partner for the delivery service through the Bolt Food Platform. The details of calculation of the Delivery Fee may be adjusted from time to time by the Bolt Food Platform taking into account the market situation, supply and availability of the Delivery Partners on the Marketplace, and other factors relating to the service. The Delivery Fee may comprise of different types of fees (including service fees).

6.3. Bolt has the right to establish a Minimum Order Value in accordance with Section 3.3. In such cases the Client will pay the Small Order Fee to the Delivery Partner.

6.4. Bolt, acting as an commercial agent of the Partner and the Delivery Partner, may prepare and issue to the Client informational receipts for the Goods Price on behalf of the Partner and the Delivery Fee and (where applicable) the Small Order Fee on behalf of the Delivery Partner and accept the Client's payment for the cash register's receipts on behalf of the Partner and the Delivery Partner.

6.5. All payments are processed from Client's payment card or other payment methods activated by the Client on the Bolt Food Platform, except for cash payments. Payments are processed through a third-party payment processor. Upon confirming the Order the Client authorises the payment with its payment card or using other eligible payment method in the amount of the Order Price, and the respective amount will be reserved on the payment card or through other means of payment. The payment related to the Order will be performed and charged from the Client's payment card or using other payment methods within 72h from confirmation of the Order.

6.6. The payment obligations of the Client arising from the Sales Agreement and the Delivery Agreement (if applicable) are deemed to be fulfilled respectively towards the Partner and the Delivery Partner (if applicable) when payment has been performed to Bolt and charged from the Client's payment card or other eligible payment methods (e.g. Bolt Business Feature) or, as the case may be, when the Client has paid the Order Price in full to the Delivery Partner in cash upon the delivery of the Order or the Client has paid the Order Price in full to the Partner directly in case of self pick-up by the Client. If the Order Price cannot be reserved on the Client's payment card, the Order will not be forwarded to the Partner, except for cash payments to the Delivery Partner upon the delivery of the Order or direct payment to the Partner in case of self pick-up by the Client.

6.7. Bolt may facilitate an option to the Client that allows the Client to pay for the Order in cash to the Delivery Partner upon the delivery of the Order. In such a case, the Client shall pay the Order Price to the Delivery Partner in cash upon delivery of the Order to the requested Drop-Off Location. Bolt may, at its own discretion, limit cash payments for a specific Client.

6.8. In case of cash payment, the Delivery Partner shall insert the sum of cash received from the Client to the Bolt Food Platform. In case the sum does not correspond to the payment obligations of the Client arising from the Sales Agreement and the Delivery Agreement, then the Balance shall automatically:

6.8.1. decrease by the amount paid less for the Order or by the full Order Price (e.g. in case the Client is not present at the Drop-Off Location, as per Section 7.2, the Client refuses to pay, etc);

6.8.2. increase by the amount paid more for the Order.

6.9. The Balance shall apply automatically upon placement of an Order. The Balance cannot be

exchanged for cash.

6.10. In case products (i.e Goods) are sold by weight any price per product shown on Bolt Food Platform is only an estimate given by the Partner. The final price of the weight-based product in Order will form and be charged based on the actual weight of the product received with an Order. To cover for possible price adjustments caused by weight variation, Bolt may make a temporary authorization hold on Client's payment card. The amount of the temporary authorization hold will be at maximum 20% of the value of weight-based products included in Client's Order. In case the product in Order weighs less than as indicated in Order confirmation, Bolt will refund the Client the price difference. In case the product in Order weighs more than as indicated in Order confirmation, Bolt will charge the price difference from the temporary authorization hold made on the Client's payment card. Any part of the temporary authorization hold that is not needed for covering for a price adjustment will be returned or refunded to the Client's card.

6.11. Bolt, at its sole discretion, can make promotional offers and discounts regarding the Goods Price or the Delivery Fee.

6.12. By agreeing to these General Terms the Client expressly consents to the receipt of electronic invoices. Electronic invoices are issued and received in any electronic format, including via email with a document attached in PDF form.

7. ORDER CANCELLATION, TERMINATION AND SUSPENSION OF USE

7.1. The Client may cancel an Order if available on the Bolt Food Platform and on the terms provided on the Bolt Food Platform. Furthermore, Bolt, the Partner and/or the Delivery Partner may cancel the Order and in such cases, the Client is entitled to a full refund, except in cases under sections 3.5 and 7.2.

7.2. Bolt, on behalf of the Delivery Partner, may cancel the Order and charge the Client or reduce the Client's Balance for the full price of the Order in the following cases:

7.2.1. the Client is not available at the Drop-Off Location within 5 minutes of the arrival of the Delivery Partner thereto;

7.2.2. the phone number provided by the Client cannot be reached by the Delivery Partner within 5 minutes of the Delivery Partner's arrival at the Drop-Off Location; or

7.2.3. the Client and the Delivery Partner fail to agree on a new Drop-Off Location according to Section 4.2 above.

7.3. Bolt is entitled to temporarily suspend the Client's access to the Bolt Food Platform or terminate these General Terms with immediate effect, and/or refuse or cancel any Orders, if the Client causes any abuse or harm to the Bolt Food Platform, if Bolt has reasonable belief of fraudulent acts by the Client when using the Bolt Food Platform, or if the Client otherwise fails to comply with his/her obligations under these General Terms (e.g. by not being present at the Drop-Off Location on several occasions, as per Section 7.2). Suspension or termination from the Bolt Food Platform means also suspension or termination from other Bolt platforms (e.g. ride-hailing platform).

7.4. The Client shall not use the Bolt Food Platform for money laundering purposes as well as any other criminal activity (as determined by Bolt in its own sole discretion). If the Client violates this Section 7.4, Bolt will terminate these General Terms with the Client as well as will notify relevant law enforcement agencies.

8. LICENCING, INTELLECTUAL PROPERTY RIGHTS AND DATA PROCESSING

8.1. By registering on the Bolt Food Platform, Bolt grants the User a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Bolt Food Platform for the purpose of

ordering Goods and arranging the delivery of the Orders.

8.2. All intellectual property rights regarding the software, documentation or information used or developed by or on behalf of Bolt during the provision of the information society services under these General Terms (incl. the Bolt Food Platform and any material uploaded therein) belong to Bolt (or, sometimes, to a limited extent, the Partner). The User shall not copy, modify, adapt, reverse-engineer, decompile or otherwise discover the source code of the Bolt Food Platform or any other software used by Bolt or extract or use any data on the Bolt Food Platform for commercial purposes or any other purpose than ordering Goods. The User shall use the Bolt Food Platform solely for his/her personal, non-commercial purposes, except when Bolt Business feature is used.

8.3. The processing of Users' and Clients' personal data by Bolt is set out in the Privacy Policy, which can be accessed on the Bolt Food Platform via the following link:

<https://bolt.eu/en-ke/privacy/?category=delivery>.

8.4. Bolt is not providing any warranties, guarantees or representations regarding the quality of the Bolt Food Platform, including regarding the absence of apparent or hidden defects, fitness for ordinary or particular (special) purpose, and Bolt is not required to satisfy the User's claims regarding the quality of the Bolt Food Platform.

8.5. The Users are expressly prohibited from engaging in any form (manual or automated) of data scraping, data mining, data extraction, or any automated collection of data from the Bolt Food Platform, including but not limited to the use of bots, spiders, crawlers, or any other automated means.

9. LIABILITY

9.1. The Partner is solely liable for any defects in the quality and quantity of the ordered Goods or other shortcomings in the performance of the Sales Agreement and Bolt does not assume any liability thereof (including liability for any allergic reactions to food or any other health issues).

9.2. The Delivery Partners are solely responsible for the performance of the Delivery Agreement and Bolt does not assume any liability thereof.

9.3. If a User suspects that his/her payment card associated with their account on Bolt Food Platform has been stolen and/or is being fraudulently used by a third party, the User has to inform Bolt thereof immediately. Until receiving such notification, Bolt will not be liable for any fraudulent use of the User's payment card by third parties on the User's account.

9.4. The Bolt Food Platform is provided to the User strictly on an "as is" basis. Bolt will not be liable for any interruptions, connection errors, unavailability of, or faults in the Bolt Food Platform, however, Bolt does not limit the Client's right to claim for damages or use any other legal remedies provided by law upon non-compliance of the services of the Bolt Food Platform with these General Terms. Furthermore, Bolt upon its sole discretion may introduce new and/or discontinue existing functions to the Bolt Food Platform, Clients will be notified by Bolt of such discontinuations accordingly.

9.5. The User acknowledges that rooting, jailbreaking or modifying a smartphone or any other device at a hardware or operating system level in any manner which is against the manufacturer's instructions makes the device susceptible to cyber threats. Furthermore, the User acknowledges that using fake devices and other solutions which try to communicate with Bolt's systems is not allowed. The User acknowledges that Bolt shall not be liable for any losses in connection with the use of such a modified device or fake devices and other such solutions, and that Bolt shall not have any obligation to support the use of such a device.

10. MISCELLANEOUS

10.1. Bolt reserves the right to make changes to the General Terms at any time, by uploading the revised General Terms onto the Bolt Food Platform and notifying all Users who have registered on Bolt Food Platform thereof through the email address provided by the User during signup.

10.2. Bolt may change or remove different parts of the Bolt Food Platform or change the Bolt Food Platform, its features and the selection of Partners participating in the Bolt Food Platform in part or in whole at any time without prior notice.

10.3. The User can only access the Bolt Food Platform with an internet connection. There are no specific technical requirements for the internet connection, however, the quality of the services of the Bolt Food Platform may be affected by the internet speed.

The Bolt Food Platform is available on Android and Apple devices in accordance with the latest software updates.

10.4. During the creation of a User account on Bolt Food Platform, the User's phone number is connected to User's account and added to Bolt's database. If the User updates his/her phone number after the creation of the account on Bolt Food Platform and wishes to continue using the Bolt Food Platform then User must notify Bolt about the updated phone number at the earliest opportunity. After the phone number is updated, the User will receive a verification request to his/her new phone number via SMS or other means by Bolt. The User must then verify his/her new phone number by following the instructions in the SMS or other means sent by Bolt. Once the phone number is verified, it will be updated automatically on the User's profile. When User updates his/her personal information on the Bolt Food Platform, the changes shall also apply to other Bolt platforms (incl. ride-hailing platform). If the User abandones the phone number connected to his/her account on Bolt Food Platform and does not wish to update it on Bolt Food Platform then User must terminate these General Terms with Bolt and thereafter the User's account will be deactivated. Termination of these General Terms and account deactivation for aforementioned reasons does not prevent the User from creating a new account on Bolt Food Platform with a valid phone number.

10.5. The Bolt Food Platform is available in multiple languages which can be changed in the User's profile.

10.6. Bolt may track the location of the Client's device via the Bolt Food Platform. There may be restrictions for the provision of services of the Bolt Food Platform based on the location of the User's device. These restrictions are apparent via the interface of the Bolt Food Platform (e.g., the available Partners based on the location). Bolt does not provide the services in all jurisdictions. As the availability of Bolt's services may change from time to time, there is no concrete list of the jurisdictions.

10.7. Bolt provides the services which are designed, delivered, and support compliance with industry standards and best practices, such as ISO 27001/27002, whenever feasible and not in conflict with other agreed requirements.

10.8. The use of the Bolt Food Platform and all legal relations formed thereunder will be governed by the laws of Estonia. A Client who is a consumer also enjoys the protection of the mandatory provisions of the law that would be applicable in the absence of this term.

10.9. If the respective dispute resulting from these General Terms cannot be settled by negotiations, then the dispute will be finally solved in Harju County Court in Tallinn, Estonia. If the User changes his/her place of residence or habitual residence out of Estonia or the Client's place of residence or habitual residence is not known at the time the action is brought, the exclusive place of jurisdiction shall be Bolt's registered office (Tallinn, Estonia).

SCHEDULE 1 MODEL WITHDRAWAL FORM

To Bolt Operations OU (Vana-Lõuna 15, Tallinn 10134, Estonia; ke-food@bolt.eu)

I hereby give notice that I withdraw from the following sales agreement: Ordered on: [to be completed by the Client]

Name of the Client: [to be completed by the Client]

Address of the Client: [to be completed by the Client]

Signature of the Client (only if this form is notified on paper): Date: [to be completed by the Client]