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

Effective from 01.03.2023

**1. Definitions**

1.1. Bolt – Bolt Operations OÜ, registered in the Estonian commercial register with the registration code 14532901, registered office at Vana-Lõuna tn 15, Tallinn 10134, Estonia;
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 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. Business Portal – gateway to use Bolt Business accessible via Bolt webpage at business.bolt.eu;
1.5. 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;
1.6. 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.
1.7. 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.
1.8. Agreement – this agreement between Customer and Bolt which consists of these General Terms and Conditions along with any Special Terms if agreed upon;
1.9. 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.

**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.
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.
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 responsible for all activity that occurs under its credentials, and acknowledges that if a User changes the phone number in his/her Bolt application 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.
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 is suspended or terminated, such User's access to Bolt Business can also be suspended or terminated.

**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 that results from User using the Bolt Services or violating 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. Any refund 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. Bolt shall determine the applicable exchange rate for converting fees for Bolt Services along with the Service Fee for Bolt Services used in geographies with other currencies at its reasonable discretion.
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.

**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), 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;
5.1.4. disclosure of Confidential Information is required by applicable mandatory law; 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 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.
6.7. The limitations of liability set out in this clause shall apply to the maximum extent permitted by law.

**7. Term and termination**
7.1. The Agreement becomes effective from the moment of 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. A party may terminate the Agreement at any time and for any reason by notifying the other party at least 7 days in advance.
7.3. A party is entitled to terminate the Agreement without prior notice but by providing relevant reasoning in cases where the other party materially breaches the Agreement, any applicable laws or regulations, or harms the other party’s brand, reputation or business.
7.4. 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 terminate in 5 years from the end of the Agreement.
7.5. Customer’s access to the Business Portal 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.

**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. 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 minimal extent required.
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 the place of Customers registered address declared at the time of the Agreement conclusion. 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 the place of Customers registered address declared at the time of the Agreement conclusion.
8.8.2. Should the place of Customers registered address declared at the time of the Agreement conclusion be outside of the European Economic Area, United Kingdom, Ghana, Kenya, Nigeria, South Africa, Uganda or United Republic of Tanzania then the Agreement shall be deemed to be governed by and construed and enforced in accordance with the laws of Estonia. If a dispute arising out of or relating to the Agreement including non-contractual claims could not be settled by the negotiations in 30 days, then it shall be finally and exclusively settled in Harju County Court.
8.9. In case of conflict between the English and the Greek text, the Greek version shall prevail.