

Date of entry into force of the General Terms: 01.09.2024.

These General Terms and Conditions set out the terms and conditions applying to and governing your usage of the Bolt App, websites, facilities and platform - technology that connects passengers with drivers to help them move around cities more efficiently.

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

1. **Definitions**

2.

1. **Bolt** (also referred to as “we”, “our” or “us”) – **Bolt Services 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.
2. **Bolt App** – a smartphone/mobile application for Drivers and Passengers to request and receive Transportation Services.
3. **Bolt In-App Payment** – cards, carrier billing and other payment methods used by the Passenger via Bolt App to pay for Transportation Services.
4. **Bolt Platform** – technology (including the Bolt App and Bolt’s other websites, facilities and platform) connecting Passengers with Drivers to help them move around cities more efficiently.
5. **Bolt Services** – services that Bolt provides, including provision and maintenance of Bolt App, Bolt Platform, Bolt In-App Payment, customer support, communication between the Driver and the Passenger and other similar services.
6. **Driver** – the person providing Transportation Services via the Bolt Platform. Drivers are third parties, not employed, subcontracted or in any other way related to Bolt.
7. **Fare** – the fee a Passenger is obliged to pay the Driver for provision of the Transportation Services, including any applicable tolls, taxes and any other fees or charges that may be due for a particular use of the Transportation Services.
8. **Passenger** (also referred to as “You”) – a person requesting Transportation Services by using Bolt Platform.
9. **Tip** – a gratuity offered by the Passenger at their sole discretion in addition to the Fare paid.
10. **Transportation Services** – transport service a Driver is providing to Passenger whose request Driver has accepted through the Bolt App.1.2.

3. **Using the Bolt App**

4.

1. Bolt provides an information society service through Bolt App that enables mediation of the requests for Transportation Services between the Passengers and Drivers. Bolt does not provide any Transportation Services. Transportation Services are provided by the Drivers under a contract (with You) for the carriage of Passengers. Drivers provide Transportation Services on an independent basis (either in person or via a company) as economic and professional service providers and Bolt is not responsible in any way for the fulfilment of the contract entered into between You and the Drivers who are independent third parties and not an employee of Bolt. Disputes arising from consumer rights, legal obligations or from law applicable to the provision of Transportation Services will be resolved between the Passengers and Drivers. Data regarding the Drivers and their Transportation Services is available in the Bolt App and receipts for journeys are sent to the email

address listed in the Passenger's profile.

2. The Passenger (You) enters into a contract with the Driver for the provision of Transportation Services via the Bolt App. Depending on the payment options supported for a given location of the journey, You can choose to pay the Driver for the Transportation Services either in cash or use Bolt in-App Payment. Charges for the provision of Transportation Services via the Bolt App will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges such as booking fee, municipal tolls, airport surcharges, or processing fees for split payments, where applicable. If You wish, You may also choose to pay a tip to the Driver directly or via the use of Bolt in-App Payment. We may limit the maximum value of a tip at our sole discretion.
3.
 1. To access the Bolt Platform, You must be at least 18 years old and have the legal capacity of performing a binding contract (or have the consent of a consenting parent or legal guardian), install the Bolt App on your mobile device, accept these General Terms and register and set up an account with a user ID and password.
 2. You may use the Bolt Services only for your own personal use or, where permitted and express consent obtained, for the use of another person only if You know or have a personal relationship with that person (e.g. relatives and friends).
 3. During the installation of Bolt App, Passenger's mobile number is linked to the respective Bolt App's user account and added to our database. If You are no longer using your mobile number, please notify Bolt as soon as reasonably practicable so we can anonymize your account data. If You do not notify us about any change to your number, your mobile operator may issue the same mobile number to a new person who when using the Bolt App then may have access to your data.

5. **Discounts**

6.
 1. Bolt may, in its sole discretion, send You discounts on a per promotion basis. Discount credit may be redeemed and applied towards payment on completion of a ride or other features or benefits related to the service and/or a third party's service, as the case might be, and are subject to any additional terms that are established on a per discount basis. Expiration dates of discount will be reflected in-app once You have applied the discount to your account.
 2. If your trip amount exceeds the redeemable credit allocated to your ride, the balance will be automatically deducted from your account's payment method. Similarly, a discount credit only applies on a per ride basis and cannot carry over to a next ride/ trip and therefore will be forfeited. Only one discount may be applied per trip.
 3. Bolt reserves the right to cancel, amend and/ or alter any discount at any time for any reason without any prior notice. This includes, but is not limited to, if Bolt deems that the discount are being used in an unlawful or fraudulent manner, those issued mistakenly, and those which have expired.

7. **Bolt in-App Payment**

8.
 1. Depending on the payment options supported for the given location of the journey,

You can pay for the Transportation Services with a card, mobile carrier billing or other payment methods (e.g: Bolt Business) as and when available through the Bolt App. By providing Bolt in-App Payment service, Bolt acts as a commercial agent for the providers of the Transportation Services. Every Driver has authorised Bolt as their commercial agent for the mediation of conclusion of contracts between the Driver and the Passenger, including the power to accept payments from the Passengers and to forward the payments to the Driver. Your obligation to the Driver will be fulfilled when the payment order is given to transfer funds to Bolts' bank account. You, as a Passenger are responsible for ensuring that the payment takes place and ensuring that sufficient funds are available.

2. You may choose to pay a Tip to the Driver using the Bolt In-App Payment service or by cash. The Tip can be paid via the Bolt in-App Payment by means authorised by Bolt for that purpose. Bolt will not hold a commission for the brokerage of the Tip and the Tip will be transferred to the Driver in full amount, excluding any taxes required to be withheld by Bolt, if applicable. Bolt reserves the right to withhold the Tip, if the payment of the Tip is, in Bolt's sole discretion, suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used in conflict with Bolt's Terms.
3. When making payments by Bolt in-App Payment, Bolt receives your payments and forwards money to the Driver. Bolt may ask additional data from You to verify payment methods as and when required.
4. When making payments by Bolt in-App Payment for Transportation Services, Bolt is not responsible for possible third-party payment costs (e.g mobile operators, bank fees). These service providers may charge You additional fees when processing payments in connection with the Bolt in-App Payment. Bolt is not responsible for any such fees and disclaims all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review and accept these terms and conditions before using your payment method.
5. Bolt will be responsible for the functioning of Bolt in-App Payment and provide support in resolving any problem in relation to the Bolt in-App Payment. To the extent permitted under law, the resolution of disputes related to Bolt in-App Payment also takes place through us. For payment support service please contact: malaysia@bolt.eu or kualalumpur@bolt.eu. Inquiries submitted by e-mail or Bolt App will receive a response within one (1) business day. Bolt commits to resolving Bolt in-App Payment related complaints and applications within two (2) business days, provided that sufficient information is made available to Bolt.
6. You are responsible to pay a fare and additional fees, if applicable, for each instance you have ordered and completed the Transportation Service via Bolt Platform (i.e. Fare). The estimated Fare is communicated via the Bolt App.
7. Additional fees. Within the Fare, you may be charged are cancellation fee as provided for under Clause 5.3 below, waiting time fee, as well as other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments, and the penalty and compensation for damage to Driver's vehicle under Clause 5.7 below.

9. Ordering and cancelling Transportation Services

10.

1. If You order Transportation Services and the Driver has agreed to undertake the

work then the Transportation Services is deemed to be ordered.

2. Once a Driver confirms that he/she will complete your journey, You will enter into a separate agreement with the Driver for the provision of the journey on such terms and conditions as You agree with the Driver. Bolt does not provide the Transportation Services and is not a party to your agreement with the relevant Driver.
3. Cancelling an ordered and booked Transportation Services occurs when the Driver accepted your request and You subsequently reject, cancel or refuse the Transportation Services. When a Transportation Service request is cancelled after a certain time period You are required to pay a cancellation fee.
4. If You cancel Transportation Services request on multiple successive instances within 24-hour we may temporarily block your account as a warning. After repeated warnings, we may suspend your account for an extended period (e.g 6 months). After that period, You may request to reactivate your account and your application will be reviewed by Bolt.
5. When Driver notifies the Passenger of the vehicle's arrival at the pick-up destination, and the Passenger or people for whom the transport was ordered do not arrive at the vehicle within the specified time in the Bolt App, the Driver has the right to cancel your booking. In the event the Driver decides to cancel your request, please note that Bolt is not responsible for such situations.
6. Once the Driver arrives and notifies You that he/she has arrived, the Bolt App may begin charging fare on a waiting time basis according to the rates specified in the Bolt App.
7. If You have requested Transportation Services using the Bolt App and cause damage to the Driver's vehicle or its furnishing including but not limited to blemishing or staining the vehicle or causing unpleasant odors, the Driver will have the right to hold You responsible and require You to pay the reasonable cost of repairing any damages or necessary cleaning of the vehicle. If You do not pay the cost and/or compensate the damage, Bolt may facilitate the payment for such cost on behalf of the Drivers via your designated payment method or demand from You in cash.
8. To ensure a safe and reliable Bolt platform for everyone, we may take actions against You, such as suspending You from using the Platform as provided under our [Marketplace Conduct Guidelines: Riders](#). By using the Bolt App You confirm that You have read the Marketplace Conduct Guidelines for Riders and agree to comply with them.
9. Bolt may suggest a certain category of ride in the Bolt App. The main criteria for the suggestions are price of the ride, estimated time of arrival of the vehicle and Your historical category selection behaviour. You are under no obligation to order the ride from the category suggested to You by Bolt.
10. For any queries or complaints, You can contact [Bolt Customer Support](#) within the Bolt App or send an email at malaysia@bolt.eu or kualalumpur@bolt.eu.

11. License to use Bolt app

12.

1. As long as You comply with these Terms, we agree to grant You a royalty free, revocable, non-exclusive, right to access and use the Bolt App in accordance with these Terms, the Privacy Notice and the applicable app-store terms. You may not transfer or sub-license this right to use the Bolt App. In the event that your right to

use Bolt App is cancelled, the corresponding non-exclusive license will also be terminated.

13. Liability

14.

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 Transportation Services. As the usage of Bolt App for requesting Transportation Services is dependent on many factors beyond the control of Bolt including but limited to the behaviour and availability of each Driver, Bolt does not guarantee that You will always have offers available for the provision of the Transportation Services.
2. You are fully responsible for your items and luggage. Bolt shall not be liable for any loss of items and luggage in the Drivers' cars.
3. The Bolt App 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 App serves solely as a platform for organising the provision of Transportation Services.
4. Requesting a refund from the Transportation Services does not withdraw You from the agreement in the course of which the provision of the Transportation Services was ordered.
5. The Bolt App is provided on an "as is" and "as available" basis. Bolt does not represent, warrant or guarantee that access to Bolt App will be uninterrupted or error free. In case of any faults in the software, we will endeavour to correct them as soon as possible, but please keep in mind that the functioning of Bolt App may be restricted due to occasional technical errors and we are not able to guarantee that Bolt App will function at all times, for example a public emergency may result in a service interruption.
6. Bolt shall not be liable for any delays, delivery failures damages or losses resulting due to the limitations, delay and other problems of the Service and/or Platform including due to internet, electronic communication or device used by the Passengers being faulty, unable to connect, out of service range, switched off or not functioning.
7. Bolt, its representatives, directors and employees are not liable for any loss (including direct, indirect, and consequential loss) or damage that You may incur as a result of using the Service or the Bolt App, except for any liability that cannot be excluded by law and in such cases, our liability is limited to the extent permitted by law. This includes, but is not limited to:
 1. any direct or indirect property damage or monetary loss;
 2. loss of profit;
 3. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;
 4. loss or inaccuracy of data; and
 5. any other type of loss or damage.
8. The financial liability of Bolt in connection with breach of the contract will be limited to 2 500 RM. You may only claim for damages if Bolt has deliberately breached these Terms. Bolt will not be liable for the actions or inactions of the Driver, nor for damages that the Driver causes to the Passengers.

10. 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 journey You obtain through Your use of the Bolt App), or your breach of the Terms and violation of any rights or applicable laws.
11. Bolt may immediately end Your use of the Bolt App if You (1) are required in line with laws or legal orders or compliance with laws or legal orders makes it impossible to notify You, (2) repeatedly breach the same provisions under these Terms or the [Marketplace Conduct Guidelines: Riders](#), or (3) commit any of the following violations of the Terms which constitutes a severe violation:
12.
 1. any act which damages or jeopardizes the integrity of Bolt;
 2. a breach of any applicable laws or regulations, including fraud and money-laundering-related actions; or
 3. assault, harassment, violence or other acts jeopardizing the safety of a Driver (whether verbally, physically, sexually or otherwise).
13. Bolt may end your use of the Bolt App for any reasons following a thirty-day notice period. The notice shall provide the reasons, related service conditions, facts, notifications from external parties, or the duration of the right to dispute leading to the decision to terminate and shall provide You with an opportunity to explain facts and reasons through Bolt's complaint handling process via its customer support function.
14. You may terminate the agreement at any time by giving Bolt a termination notice via email to any of the following emails: malaysia@bolt.eu or kualalumpur@bolt.eu or registered mail to Bolt's address specified in Clause 1.1 at least 7 (seven) days in advance, after which your right to use the Bolt Platform and Bolt Services shall terminate.

15. Good practice using the Bolt App

16.
 1. As Bolt is not a provider or broker of the Transportation Services, any issues with defects or quality of the Transportation Services will be resolved in accordance with the relevant laws applicable to the Transportation Services provider.
 2. We may ask You to fill out a feedback form in the Bolt App to enable us to offer suggestions to the Drivers for improving the quality of their Transportation Services.
 3. You shall use Bolt App in good faith and be respectful of the Drivers who offer their Transportation Services through Bolt App. Bolt retains the right to close Your account if in its sole discretion, You have violated the terms set out in this Terms or if Your activities are malicious, including but not limited to withholding payment for the provision of the Transportation Services, fraud, being disrespectful towards the Drivers, vandalising and damaging the Driver's vehicle. In these cases, Your Bolt App account may be revoked without prior notice.
 4. Bolt will make every reasonable effort to ensure that only Drivers, who have integrity and are respectful of their profession and Passengers, use the Bolt App. However, we are in no position to guarantee that every Driver providing the transport services, located by the Bolt App, satisfies the aforementioned criteria at all times. If You experience objectionable Transportation Services, please notify the supervisory authority or our customer support.
 5. While using the Bolt Platform, You agree not to:

6.
 1. violate any applicable law, court order, or government regulation;
 2. provide false personal information, or any information, content, or material on behalf of a third party without permission;
 3. contact and/ or disturb your Driver after the Service has completed except in the event that You have lost an item and may contact the Driver for collection;
 4. interfere with, damage, disrupt, or impede the operation of the Platform and its services and systems;
 5. use the Platform in a manner that is illegal, fraudulent, defamatory, abusive, harassing, threatening, obscene, or that violates the rights of any third party; and
 6. smoke, consume alcohol, carry contraband substances, misbehave with the Drivers, distract the Drivers, or act in violation of applicable law while the Drivers are providing the Transportation Services.
7. Rooting, jailbreaking or modifying your mobile device at a hardware or operating system level in any manner which is against the manufacturer's instructions makes the device susceptible to mobile threats. You acknowledge that we are not liable for any losses in connection with the use of such a modified mobile device, and that we have no obligation to support the use of such a device.
8. You may not, and may not allow any other party to launch or cause to launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any part of Bolt's mobile applications and/or websites or data. You will not use the Bolt App to cause nuisance, annoyance, inconvenience or make fake bookings.
9. To ensure the safety on the Bolt Platform, the passengers are not allowed to carry Prohibited Items while using the Bolt App, unless otherwise stated in the applicable laws. The Driver may refuse the provision of Transportation Services to the unauthorized possessor of the Prohibited Items. Bolt may at any time discontinue the provision of Bolt Services to the Passenger or any individual for whom the Passenger has placed an order that does not comply with the prohibition referred to in this section and applicable laws, and report unauthorized use of the Prohibited Items to the authorities. The Prohibited Items include, among other things:
10.
 1. firearms and their parts, ammunition, melee weapons, and other items specially designed for attack and defense (e.g. knuckles, stilettos);
 2. flammable, combustible, explosive and radioactive or other ionizing substances, munitions, gas, infectious, poisonous or corrosive materials which by their nature may pose danger to the environment;
 3. drugs and other psychotropic substances which are subject to special control in accordance with the legislation;
 4. any other items that are not allowed to be carried or transported by law and items that cannot be carried or transported without additional licenses, permits, and approvals.
11. If any of the activities the Passenger pursues via the Bolt Platform or if any of the information the Passengers provide to Bolt and / or Bolt Platform is deemed to be illegal content under applicable laws or otherwise contravenes these Terms, Bolt reserves the right to:
- 12.

1. remove, disable access or demote such content,
 2. suspend, terminate or restrict any monetary payment due from Bolt to You,
 3. suspend or terminate the information society service in whole or in part, and
 4. suspend or close your Bolt account.
13. Subject to any further rights we have, we may give warnings or temporarily block Passengers who give inappropriate ratings or comments to Drivers.

17. Amendments to the Terms

18.

1. If any amendments are made to the Terms, then You will be notified by e-mail or Bolt App notifications. If You continue using Bolt App, You will be deemed to accept such amendments, whether or not the same have been reviewed by You.
2. Bolt shall provide an advance notice (e.g. via email, Bolt App) for amendments of these Terms, unless:
3.
 1. Bolt is subject to a legal or regulatory obligation or a legal order which requires it to amend the Terms in a manner which does not allow it to respect the advance notice period;
 2. immediate amendment is required to address an unforeseen and imminent danger related to health, safety or cybersecurity risks, or defending the Services, Passengers or Drivers from fraud, malware, spam, data breaches or other cybersecurity risks;
 3. it is an amendment to resolve issues arising from the use of Services, cover new features of the Services or improvement of the Services; or
 4. in the reasonable opinion of Bolt, amendments are beneficial for Passengers and do not require technical adjustments from them.
4. If You do not agree to the amendments of the Terms, You have the right to terminate the agreement by discontinuing the use of the Services and providing termination notice to Bolt via email to any of the following emails: malaysia@bolt.eu or kualalumpur@bolt.eu or registered mail to Bolt's address specified in Clause 1.1. The termination of the agreement takes effect on the effective date of the proposed amendment, unless otherwise provided in your termination notice. Your use of the Services on or after the effective date of the amendment constitutes your consent to be bound by the Terms, as amended.

19. Service Disruption

20.

1. In any case of scheduled system downtime Bolt shall inform You in advance with details about the temporarily suspended services, reasons and expected duration of the suspension.
2. In any case of an unscheduled service disruption where it is not possible to inform You in advance, Bolt shall notify You as soon as practicable with details about the temporarily suspended services, reasons and expected duration of the suspension.

21. Final Provisions

22.

1. The Terms will be governed by and construed and enforced in accordance with the laws of the current laws of Malaysia. The respective dispute resulting from these Terms or arising from the use of the Platform should not be settled by negotiations. If any provision of the Terms is held to be unenforceable, the parties will substitute the affected provision with an enforceable provision that reflects the intent and

economic impact of the original provision as closely as possible.

2. If You encounter any issues in connection with Your use of the Bolt App, You may submit your feedback to Bolt Customer Support which can be reached within the Bolt App or any of the following emails: malaysia@bolt.eu or kualalumpur@bolt.eu.
3.
 1. After receiving your feedback, Bolt aims to provide the first response within 3 hours for general feedback and within 1 hour for safety-related feedback. You will receive progress updates via in-app notifications or email (as applicable).
 2. Bolt may provide remedies to You depending on actual circumstances and our investigations and subject to any applicable laws. Compensation and/or refund is available in certain circumstances, subject to the requirements determined by us. Please refer to <https://bolt.eu/en-th/support/categories/115000431394/> to find more details about our customer support process.
4. Access of personal and non-personal data of users by Bolt and others:
5.
 1. Your personal data will be processed in accordance with the Privacy Notice, available at <https://bolt.eu/en/privacy/privacy-for-riders/?category=rides>

23. LANGUAGE AND INTERPRETATION CLAUSE

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.