

This document sets forth the terms and conditions under which a customer may use a Bolt Business account along with one or several related Bolt Business products.

Effective from 01.01.2026

1. Definitions

1.1. Agreement – this agreement between Company and Bolt which consists of these General Terms and Conditions along with any product addendums, special terms or annexes if agreed upon;

1.2. Applicable Data Protection Laws – all data protection, privacy, and information security laws, regulations, directives, or other binding instruments that apply to the Processing of Personal Data under the Agreement including (as applicable) but not limited to: (a) the General Data Protection Regulation (EU 2016/679) (the “GDPR”), and (b) the UK GDPR, and (c) Directive on privacy and electronic communications (2002/58/EC, as amended), as well as all laws implementing each of (a) to (c) above, including the UK Data Protection Act 2018, as amended and updated from time to time, or (d) such other laws applicable in the relevant jurisdiction, and any legislation that replaces, amends, or consolidates such laws from time to time;

1.3. 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;

1.4. Business account – an account for a Company for administration of and payment for the use of Services by Users, and for making available other Bolt Business products (e.g. Ride Booker, Business Card, APIs) as enabled by Bolt and opted for by the Company;

1.5. Bolt Platform – the entirety of the technology platform made available by Bolt to facilitate online intermediation of Provider Services;

1.6. Bolt Services – online intermediation services which are provided by Bolt, or its affiliates or partners, through Bolt Platform in accordance with the terms of service applicable to the use of the relevant Bolt Services (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;

1.7. Company Dashboard – gateway to use the Business account;

1.8. Company – a company or other person in whose name the Business account is maintained for acting in its commercial and/or professional capacity only;

1.9. Coupon – a code or a group of codes generated by the Company each of which allows its User to benefit from a partial or full payment by the Company for any fees due for Services as available in the relevant territory, and as may be adjusted from time to time. A Company can generate Coupons in the limits set on the Company Dashboard or by Coupons API, e.g. country of validity, the number and value of the codes it includes, and validity term;

1.10. Data Controller – the entity that, alone or jointly with others, determines the purposes and means of the Processing of Personal Data, or any functionally equivalent role under Applicable Data Protection Laws (including, where relevant, terms such as “controller,” and “responsible party”);

1.11. Data Processor – an entity that Processes Personal Data on behalf of a Data Controller, or any functionally equivalent role under Applicable Data Protection Laws (including, where relevant, terms such as “processor,” or “operator”);

1.12. Data Protection Authority – any competent governmental, regulatory, supervisory, or other public body responsible for enforcing or overseeing compliance with Applicable Data Protection Laws;

1.13. Data Subject – any identified or identifiable individual to whom Personal Data relates, or any equivalent concept under Applicable Data Protection Laws, such as a “consumer,” “individual,” “data principal,” or “personal information owner”;

1.14. Personal Data – any information relating to an identified or identifiable individual, or any information that is otherwise protected as personal data, personal information, or an equivalent concept as defined under Applicable Data Protection Laws;

1.15. Personal Data Breach – any unauthorised or accidental access to, disclosure of, loss of, alteration of, destruction of, or other compromise affecting the security, confidentiality, integrity, or availability of Personal Data, or any incident of a comparable nature that constitutes a personal data or information security breach under Applicable Data Protection Laws;

1.16. Personal Data Sharing Annex means the annex to this Agreement that sets out the Parties’ respective rights and obligations in relation to the sharing Shared Personal Data;

1.17. Processing (and its derivatives) – any operation or set of operations performed on Personal Data, whether or not by automated means, including the collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure, transmission, dissemination, erasure, or destruction of such data, or any functionally equivalent activity as defined under Applicable Data Protection Laws;

1.18. Provider – independent service provider that offers its goods or services on Bolt Platform;

1.19. Provider Services – goods and/or services offered by Providers on Bolt Platform;

1.20. Services — Bolt Services and Provider Services;

1.21. Shared Personal Data – any Personal Data shared or otherwise made available between the Parties under or in connection with this Agreement, as more fully described in the Personal Data Sharing Annex. For clarity, Shared Personal Data does not include any Personal Data provided directly by individuals to Bolt when using the Bolt Services;

1.22. Business Service Fee – the fee for Company’s use of Business account amounting to 10% of the fee chargeable for the Services and Coupons used unless stated otherwise on the Company Dashboard and/or in the special terms;

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

2. Rules of use of Business account

2.1. The Company is responsible for providing only accurate and complete information, and for keeping such information updated at all times.

2.2. Company shall inform Bolt immediately of any changes relating to Company’s elected payment method that may impair the ability to charge Company pursuant to this Agreement.

2.3. Company shall limit access to the Business account only to authorised representatives. Company shall ensure that such authorised representatives do not share or transfer their access privileges to any third person. Company shall be responsible for all activity that occurs under its credentials, shall ensure the use of available security features (including, where applicable, two-factor authentication), safeguard access credentials, and exercise reasonable care to protect accounts from phishing, social engineering or other fraudulent activity, and acknowledges that:

2.3.1. 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 account;

2.3.2. Company shall communicate the applicable limitations and details of a Coupon to a User to whom the Coupon is distributed to.

2.4. Company is granted the right to use Business account in accordance with and throughout the term of this Agreement. Bolt, its affiliates and licensors own all right, title and interest,

including intellectual property rights in and to the Business account, the related Bolt Business products, Bolt Services, and any modifications to or derivative works of any of the foregoing. The Company does not acquire any rights, including rights of ownership to any intellectual property, other than rights expressly granted by Bolt in writing.

2.5. Company shall use Business account related Bolt Business products solely for legitimate business purposes in accordance with this Agreement and shall not use Business account for unauthorised or unlawful purposes nor impair the proper operation of Business account, e.g. Company 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 Business account;

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

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

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 account other than in accordance with the Agreement including but not limited to 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 Business account can also be suspended or terminated.

3. Payments and refunds

3.1. The Company's credit or debit card – or another payment method supported by the Business account – will be charged the following amounts, unless otherwise specified on the Company Dashboard or in the Agreement:

3.1.1. the fee for the use of the Services;

3.1.2. the fee for any Coupons used in connection with the Services;

3.1.3. the applicable Service Fee; and

3.1.4. other fees agreed upon under the Agreement.

3.2. All payments, including but not limited to payment for the Coupons and the Service Fee, shall be processed in the local currency applicable in the country where the respective Services or other services under the Agreement were used.

3.3. 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 Services used in future.

3.4. An account statement along with any invoice for the use of Business account and for Services shall be made available to the Company by Bolt, its affiliate or partner, or by the Provider with respect to its Provider Services (transportation, sales, delivery or rental services) made available via Bolt Platform, as provided under the Terms of Service and/or in the Agreement.

3.5. The account statement shall be provided in the currency applicable to the Company's location declared at the time of the Agreement conclusion. Bolt shall determine the applicable exchange rate for converting fees for services used in geographies with other currencies at its reasonable discretion.

3.6. Company acknowledges that every Provider offering its Provider 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 Provider the service fee or other fees under the services agreement payable by the User

and/or by the Company 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 on the Company Dashboard. This clause is not applicable if according to the Terms of Service Bolt is the provider of the services made available on the Bolt Platform.

4. Personal data processing

4.1. To the extent the Parties share or otherwise make available any Shared Personal Data under or in connection with this Agreement, each Party shall act as an independent Data Controller and shall comply with its respective obligations under all Applicable Data Protection Laws with respect to its Processing thereof.

4.2. The Parties' respective rights and obligations in relation to the sharing and their respective Processing of Shared Personal Data are set out in the Personal Data Sharing Annex, which forms part of and is incorporated by reference into this Agreement.

5. Confidentiality

5.1. Parties shall keep confidential any business, technical or financial information, including but not limited to any special terms which form an integral part of the 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 uses Confidential Information solely for the purposes permitted under the Agreement;

5.1.4. the receiving party discloses Confidential Information within its corporate group on a need to know basis provided that the receiving party ensures the awareness of and compliance with these confidentiality obligations;

5.1.5. disclosure of Confidential Information is required by applicable mandatory law; or

5.1.6. 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 (unless prohibited by a lawful request from the competent authority).

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. The Business account, the related Bolt Business products 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. To the maximum extent permitted by applicable law, and except as expressly set out in this Agreement, Bolt disclaims all representations, warranties and conditions, express or implied, including all warranties of merchantable quality and fitness for a particular purpose.

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 Company 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 Services or Bolt Business account or any of the Bolt Business products;

6.3.2. loss of business or profits;

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

6.3.4. any unauthorised access, loss, or data incident arising from or connected to the Company's or any User's failure to use available security features (including, where applicable, two-factor authentication), safeguard their access credentials, or exercise reasonable care in protecting their account from phishing, social engineering, or other fraudulent activity;

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

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

6.4. Company 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 Services or any Bolt Business products.

6.5. Bolt may use or reference Company's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of the Company in each instance. The Company 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 Company shall indemnify Bolt, Provider, or any other person against all claims, damages, losses, costs and expenses (including reasonable legal fees) arising from the Company's or any User's breach of this Agreement, unlawful conduct, or use of the Services. Bolt may charge such a cost using the Company's elected payment method.

6.8. No provision in the Agreement shall limit or exclude either party's liability in relation to death or personal injury arising as a result of such party's negligence; nor any other liability that cannot be excluded or limited by applicable law.

7. Term and termination

7.1. The Agreement becomes effective upon successful processing of Company's signup application to the Business account, 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 notifying the other party at least 7 days in advance.

7.3. Either 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, confidentiality, dispute resolution, governing law, and any other provisions of this Agreement which by their nature are intended to survive, shall remain in effect following termination of this Agreement. Confidentiality provisions shall terminate 5 years after the end of the Agreement.

7.5. Company's access to the Business account or to any of the products it enables may be suspended for a period of investigation if a material infringement of the Agreement or fraudulent activity associated with Company's use of the Business account is suspected.

7.6. The termination and suspension rights set out in this Section 7 may also be exercised in relation to a product-specific addendum independently, unless specified otherwise in the applicable addendum.

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 on the Company Dashboard, 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 and any product addendum at any time. Such changes shall take effect after they have been made available to the Company via the Company Dashboard or notified to Company's contact details recorded on the Company Dashboard within a reasonable period of time prior to the changes taking effect. Continued use of Business account after changes have taken effect shall constitute Company's consent to such changes.

8.3. Bolt reserves the right to add, remove and update features and functionality of Business account, Bolt Business products, Bolt Services, Bolt application, any Bolt dashboard or API; or other Bolt platform or service offering at any time including but not limited to pricing, payment methods, dashboard configurations 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. The Company may not assign or transfer this Agreement, in whole or in part, without Bolt's prior written consent. Bolt may assign or transfer this Agreement, in whole or in part, without the Company's consent, provided that the assignee is not a direct competitor of the Company and assumes 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. The Agreement shall be governed by, and construed and enforced in accordance with the laws of Kenya. If a dispute arising out of or relating to the Agreement including but not limited to non-contractual claims can not be settled by negotiations within 30 days, then it shall be finally and exclusively settled in the courts of Kenya.

Personal Data Sharing Annex

1. Status and Incorporation

This Annex forms part of and is incorporated into the Business Terms and Conditions (the Agreement). Capitalised terms used in this Annex have the meanings given in the Agreement

front-end or, if not defined there, under Applicable Data Protection Laws.

2. Purpose and Roles of the Parties

2.1. This Annex documents compliance with Applicable Data Protection Laws governing the sharing of Personal Data between the Parties under or in connection with the Agreement.

2.2. Except as set out in section 2.3 below, each Party acts as an independent Data Controller with respect to the Shared Personal Data it receives or otherwise Processes under the Agreement.

2.3. Where the Company, acting in its capacity as a Data Processor on behalf of a third-party Data Controller, makes Shared Personal Data available to Bolt, such sharing shall be consistent with the Company's obligations under Applicable Data Protection Laws. In these circumstances: (a) this Annex shall continue to apply to the Shared Personal Data; (b) Bolt and the relevant Data Controller shall each act as independent Data Controllers in respect of the Shared Personal Data; and (c) to the extent required under Applicable Data Protection Laws, Bolt will provide the cooperation described in this Annex in relation to the Shared Personal Data to the relevant Data Controller on whose behalf the Company acts, either directly or, where appropriate or required by Applicable Data Protection Laws, through the Company.

2.4. Each Party shall at all times:

2.4.1. comply with Applicable Data Protection Laws in relation to the Processing of Shared Personal Data, including adherence to applicable principles, lawful Processing requirements, and Data Subject rights;

2.4.2. maintain appropriate transparency with Data Subjects and provide any notices required under Applicable Data Protection Laws; and

2.4.3. provide reasonable cooperation and information to the other, upon request, in relation to the Shared Personal Data, to the extent such cooperation is necessary and relevant for the other Party to meet its obligations under Applicable Data Protection Laws or to safeguard the rights and freedoms of Data Subjects.

3. Description of Shared Personal Data

3.1. The Shared Personal Data provided by the Company to Bolt under this Agreement consists of the Personal Data that the Company uploads to the Company Dashboard in order to enable Users to access and use Bolt Business products. This typically includes the User's phone number, and may optionally include User's name (or alias), email address, and User ID.

3.2. The Company may provide additional Personal Data to Bolt, but only as necessary for the purposes of Services, such as to resolve support queries.

3.3. The Shared Personal Data made available by Bolt to the Company under this Agreement includes order-level information related to the Company's Users who access Bolt Business products, such as pick-up and drop-off locations for completed trips, and Provider invoices relating to the Provider Services.

4. Obligations of the Receiving Party

Where a Party receives Shared Personal Data from the other Party, it shall:

4.1. Process the Shared Personal Data only in accordance with Applicable Data Protection Laws;

4.2. implement and maintain appropriate technical and organisational measures to protect Shared Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access, and to safeguard Data Subject rights and freedoms;

4.3. ensure that any person authorised to Process Shared Personal Data is subject to a duty of

confidentiality;

4.4. respond directly to any Data Subject request it receives that relates to its own Processing of Shared Personal Data;

4.5. ensure that any transfer of Shared Personal Data to a country or territory outside the jurisdiction in which it was originally collected complies with Applicable Data Protection Laws, including by implementing appropriate safeguards where required; and

4.6. retain Shared Personal Data provided by the other Party only for as long as permissible and necessary under Applicable Data Protection Laws, and securely delete or de-identify it thereafter. In this regard, the Company is provided with User deletion functionality, available in the Company Dashboard, to delete Shared Personal Data that is no longer required for the operation of its Business account.

5. Mutual Cooperation

Without limitation to section 2.4.3, each Party shall, in respect of the Shared Personal Data:

5.1. promptly forward to the other Party any notices, Data Subject requests, or other correspondence clearly intended for the other Party, to the extent permitted by law, and provide further reasonable cooperation to enable the other Party to take any actions required by law in respect of the Shared Personal Data it Processes;

5.2. notify the other Party without undue delay, and in any event within forty-eight (48) hours, after becoming aware of a Personal Data Breach involving Shared Personal Data received from the other Party (notifications to Bolt shall be sent to privacy@bolt.eu); and

5.3. maintain its own internal compliance documentation and self-audit processes, and, upon reasonable request, provide to the other Party information reasonably necessary to demonstrate compliance with this Annex and Applicable Data Protection Laws. For clarity, this clause does not grant, and shall not be construed as granting, any right to conduct on-site inspections or audits of the other Party.

6. General

6.1. Each Party is individually responsible for ensuring its own compliance with Applicable Data Protection Laws, including for any onward Processing or sharing of Shared Personal Data.

6.2. Bolt processes Personal Data provided directly by individuals in accordance with its applicable Privacy Notice, available at <https://bolt.eu/en/privacy/>, as applicable in the relevant territory.

Bolt Business Ride Booker Addendum

This is an addendum (the Addendum) to the General Terms and Conditions for Bolt Business account (the Business Account Terms). The Addendum sets out additional terms applicable to the Company's use of the Ride Booker product and prevails over the Business Account Terms solely in respect of the Ride Booker product.

Ride Booker is an application that enables the Company to request and/or schedule rides to individuals (Passengers) that do not have a personal Bolt account or do not use their personal Bolt account to request and/or schedule a ride.

1. Definitions

Unless specified otherwise in the Addendum, the terms provided in the Business Account Terms shall apply.

- 1.1. Addendum – this Bolt Business Ride Booker addendum;
- 1.2. Business Account Terms – General Terms and Conditions for Business account that are applicable to the use of Business account by the Company available at bolt.eu/en/legal/ as may be amended from time to time;
- 1.3. Passenger – a person who is entitled to use the Ride-Hailing Services as the passenger;
- 1.4. Ride-Hailing Services – transportation service provided by the Provider to the Company;
- 1.5. Ride Request – request for provision of Ride-Hailing Services submitted by Company through the Ride Booker;
- 1.6. Ride Booker – application which enables the Company to make Ride Requests to Bolt Platform through Company's Bolt Business account;
- 1.7. Services – Bolt Services and Ride-Hailing Services;
- 1.8. Provider – independent service provider that offers Ride Hailing-Services through the Bolt Platform;
- 1.9. Terms of Service for Ride-Hailing – Bolt's terms of service for the use of the Ride-Hailing Services available at bolt.eu/en/legal/ as applicable in the relevant territory, and as may be amended from time to time.

2. Access to Ride Booker

- 2.1. Subject to the conditions of this Addendum the Company shall have access to Ride Booker.
- 2.2. Access to Ride Booker is limited to territories listed under the following link: <https://bolt.eu/en-gb/cities/> as may be amended from time to time or as limited otherwise by Bolt. Bolt does not guarantee that all Ride Booker features will be available in all countries or for all Companies. Certain features may be limited due to local regulations.
- 2.3. Company shall limit access to Ride Booker only to its authorised representatives. Company shall ensure that such authorised representatives do not share or transfer their access privileges to any third person. The company shall be responsible for all activity that occurs under its credentials, and shall ensure the use of available security features (including, where applicable, two-factor authentication), safeguard access credentials, and exercise reasonable care to protect accounts from phishing, social engineering or other fraudulent activity.

3. Purpose of use

- 3.1. Ride Booker can be used by the Company to forward Ride Requests to Bolt Platform for the provision of Ride-Hailing Services to Passengers that do not have a personal Bolt account or do not use their personal Bolt account to request and/or schedule a ride.
- 3.2. Ride Booker is made available in connection with the Business account for the Company to request Ride-Hailing Services to the Passengers that are entitled to benefit from such service due to their relationship with the Company (as employee, officer or other staff member, contractor or a client). The Company is in particular prohibited to use Ride Booker for intermediating Ride-Hailing Services to the public or for providing dispatcher or similar services or for submission of Ride Requests in breach of the applicable laws.
- 3.3. In the event of suspected unauthorised use or fraudulent activity in relation to Ride Booker, Bolt may take technical or administrative action. However, Bolt does not undertake to monitor activity or detect such events and assumes no obligation to do so.

4. Submission of Ride Requests

- 4.1. The process of making Ride Requests to Bolt Platform, intermediation of the Ride Requests to Providers, acceptance and fulfilment of the Ride Requests and provision of

respective Ride-Hailing Services by Providers are part of the Bolt Services that are provided in accordance with the Terms of Service for Ride Hailing available at bolt.eu/en/legal/ as may be amended from time to time, taking into account the more specific provisions of this Addendum.

4.2. The Ride Requests submitted through Ride Booker will be made in the name of the Company. The Ride Request submitted through Ride Booker may include, for example, information about the pickup place, destination and the name and phone number of the Passenger that is entitled to use the Ride-Hailing Services. Ride Request may be made for immediate pickup or in advance for a scheduled time (scheduled ride).

4.3. Ride-Hailing Services are provided by the independent Providers that are active on the Bolt Platform. Acceptance of the Ride Request by the Provider results in the creation of the agreement for the provision of Ride-Hailing Services between the Provider and the Company.

4.4. The Passenger is not a party of the agreement for the provision of the Ride-Hailing Services between the Service Provider and the Company but the Passenger is entitled to use the Ride-Hailing Services thereunder. The Company shall be responsible for the actions of the Passenger during the provision of the Ride-Hailing Services.

5. Fees

5.1. Use of Ride Booker is covered by the Service Fee payable in accordance with the Business Account Terms. If Priority Support Services are provided the Company shall also pay Priority Support Fee.

5.2. The Company shall be responsible for the payment of any fees and costs resulting from the use of Ride Booker, including any fees and costs resulting from the Ride-Hailing Services provided by the relevant Providers in connection with Ride Requests made through Ride Booker. Such fees and costs are determined in accordance with Terms of Service for Ride-Hailing.

6. Liability

6.1. The liability and indemnity of the parties for the claims arising under or in connection with the use of Ride Booker, whether in contract, tort, or otherwise shall be governed by the Business Account Terms.

6.2. The liability of the parties for any claims arising under or in connection with the Bolt Services related to the process of making Ride Requests to Bolt Platform, intermediation of the Ride Requests to Providers, acceptance and fulfilment of the Ride Requests and provision of respective Ride-Hailing Services by Providers whether in contract, tort, or otherwise shall be governed by the Terms of Service for Ride Hailing. Bolt nor the Company shall be liable for the actions, errors or omissions of a Provider for any Ride Request.

6.3. Any Ride Request made using the Ride Booker shall result in the agreement for provision of Ride-Hailing Services between the Company and the Provider and Bolt shall have no liability in respect of this agreement or any of the Ride-Hailing Services provided thereunder. The Company shall indemnify and hold Bolt harmless from any claims from the Passengers that are related to the provision of any Bolt Services or Ride-Hailing Services. The limitations of liability set out in this clause shall apply to the maximum extent permitted by law.